

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, Dan J. C. Smith is the owner of Lots C, D, and E in Block 127, Mission Beach, Block 127, of Mission Beach;

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of December, 1945, by Dan J. C. Smith that I will, for and in consideration of the permission granted to remove 50 feet of curbing on Mission Blvd. between San Louis Obispo Pl & Alley 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 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.

Dan J. C. Smith
DAN J. C. SMITH
3311 Riviera, Crown Point
San Diego 9

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

On this 15th day of December, A. D. Nineteen Hundred and forty-five before me, G. Gordon Turner, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dan J. 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My commission expires Aug. 22, 1949

G. GORDON TURNER
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 2026 at page 185 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 Dan J. C. Smith; being Document No. 358398.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis 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, V. H. McCracken is the owner of Lot 6 - 7-8 Block 218, of Pacific Beach;

NOW, THEREFORE, This AGREEMENT, signed and executed this 31st day of Dec., 1945, by V. H. McCracken that I will, for and in consideration of the permission granted to remove 39 feet of curbing on Garnet between Ingraham and Haines 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 agreement herein named.

V. H. McCracken
1965 Garnet

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

On this 31 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 V. H. McCracken known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. 10, 1948

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

I HEREBY approve the form of the foregoing agreement this 3rd day of 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 2022 at page 226 of Official Records San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
PHYLLIS A. COPALKO
Copyist County Recorder's Office, S. D.
County, California

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from V. H. McCracken; being Document No. 358410.
FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willig Deputy

A G R E E M E N T

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

WHEREAS, Leon P. Janinet is the owner of Lot G & H Block 196, of Horton's Addition;
NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of January, 1946, by
Leon P. Janinet that I will, for and in consideration of the permission granted to remove
15 feet of curbing on A between First Avenue and Front 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 agreement herein named.

LEON P. JANINET
Rancho Santa Fe, California

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

On this 7 day of Jan., A. D. Nineteen Hundred and forty-six before me William
Ferdinand Stegerwald, a Notary Public in and for said County, residing therein, duly
commissioned and sworn, personally appeared Leon P. Janinet known to me to be the person
described in and whose name is subscribed to the within instrument, and acknowledged to me
that he executed the same.

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

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

I HEREBY approve the form of the foregoing agreement this 9th 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 2022 at page 225 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.
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
Curb Removal Agreement from Leon P. Janinet; being Document No. 358581.
FRED W. SICK

City Clerk of the City of San Diego, Calif.

By Helen M. Willig Deputy

A G R E E M E N T

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

WHEREAS, Electric Supplies Distributing Company, a partnership is the owner of Lot F
Block 116, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of January, 1946, by
Electric Supplies Distributing Company that it will, for and in consideration of the per-
mission granted to remove 12 feet of curbing on J 2nd Avenue between 2nd Avenue Island
Avenue and 3rd Avenue J 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 agreement herein named.

ELECTRIC SUPPLIES DISTRIBUTING COMPANY
By Fred G. Goss, Mgr. partner
435 Second Avenue
San Diego 1, California

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

On this 8 day of January, A. D. Nineteen Hundred and Forty-six before me William
Ferdinand Stegerwald, a Notary Public in and for said County, residing therein, duly
commissioned and sworn, personally appeared Fred G. Goss known to me to be the person
described in and whose name is subscribed to the within instrument, and acknowledged to me
that he executed the same.

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

(SEAL) WILLIAM FERDINAND STEGERWALD
Notary Public in and for the County of San Diego,
State of California
My Commission expires January 26, 1947
I HEREBY approve the form of the foregoing agreement this 9th 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 2022 at page 224 of Official Records
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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
Curb Removal Agreement from the Electric Supplies Distributing Company; being Document
No. 358582.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

A G R E E M E N T

Regarding construction of a playroom and bar attached to existing garage.
STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.
CITY OF SAN DIEGO }

Margaret Swalm and Calvin Swalm, Jr. after being first duly sworn, each for himself
deposes and says;

That we are the owners of the hereinafter described real property; Lots Sixteen (16)
Seventeen (17) Eighteen (18) and Nineteen (19) Block Four (4) Subdivision Braemar, located
at 4138 Cass Street;

That we desire to construct a playroom and bar attached to an existing garage;
That we, in consideration of approval granted by the City of San Diego to construct
said playroom and bar; do hereby covenant and agree to and with said City of San Diego, a
Municipal Corporation, that we will maintain the playroom and bar as a part of the
existing single family dwelling and will not rent it as a separate living unit.

That this agreement shall run with the land and be part of a general plan for the
protection and benefit of all parties concerned, and that if the property should 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.

CALVIN D. SWALM, JR. MARGARET A. SWALM
4138 Cass San Diego (9)

On this 11 day of January A. D. Nineteen Hundred and 46 appeared, before me, Mary M.
Williams A Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Calvin D. Swalm & Margaret A. Swalm known to me to be the person
described in and whose names subscribed to the within instrument, and acknowledged to me
that they executed the same.

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

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

RECORDED JAN 12 1946 50 min. past 9 A.M. in Book 2022 at page 223 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 from Calvin D. Swalm, Jr. and Margaret A. Swalm regarding construction of a
playroom and bar attached to existing garage; being Document No. 358600.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

A G R E E M E N T

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

WHEREAS, LaJolla Auto Body Works is the owner of Lot 22 & 23 Block 8, of LaJolla Park
NOW, THEREFORE, This AGREEMENT, signed and executed this 2 day of Jan., 1946, by
Joe Estes (LaJolla Auto Body Works) that we will, for and in consideration of the per-
mission granted to remove 24 feet of curbing on Pearl between Fay St. & and Girard 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 LaJolla Auto Body Works 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.

LaJOLLA AUTO BODY WORKS c/o JOE ESTES
2853 Dove St. San Diego, California

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 2nd day of January, 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 Joe Estes known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

FRED C. COREY

(SEAL)

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

My Commission expires October 30, 1946

I HEREBY approve the form of the foregoing agreement this 11th 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 2022 at page 224 of Official Records, San Diego, Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

PHYLLIS A. COPALCO

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from LaJolla Auto Body Works; being Document No. 358601.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilkig Deputy

A G R E E M E N T

Regarding Division of property

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CITY OF SAN DIEGO

ss.

Bernhard H. Genter, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property; as described on the attached sheet 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; Beginning at a point on the west line of Eads Avenue which is 275 feet north of the intersection of the westerly line of Eads Avenue with the northerly line of Genter Street; thence northerly on the west line of Eads Avenue a distance of 72 feet; thence westerly on a line parallel with the north line of Genter Street 140 feet; thence south on a line parallel with the westerly line of Eads Avenue 72 feet; thence east on a line parallel with the northerly line of Genter Street 140 feet to the point of beginning, being a portion of P.L. 1261 of the Pueblo Lands.

That I, in consideration of approval granted by the City of San Diego to change said dimensions; Beginning at a point on the west line of Eads Avenue which is 275 feet north of the intersection of the westerly line of Eads Avenue with the northerly line of Genter Street; thence northerly on the west line of Eads Avenue a distance of 72 feet; thence westerly on a line parallel with the north line of Genter Street 140 feet; thence south on a line parallel with the westerly line of Eads Avenue 72 feet; thence east on a line parallel with the northerly line of Genter Street 140 feet to the point of beginning, being a portion of P.L. 1261 of the Pueblo Lands. Do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the property as described on the attached sheet 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 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.

BERNHARD H. GENTER

7356 Eads Ave. LaJolla, Calif.

On this 11th day of January 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 Bernard H. Genter known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

RECORDED JAN 12 1946 50 min. past 9 A.M. in Book 2022 at page 222 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

PHYLLIS A. COPALCO

Copyist 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 division of property from Bernhard H. Genter; being Document No. 358602.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

A G R E E M E N T
Regarding construction of an addition to a cannery building
Regarding use of said building
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF SAN PEDRO)

John V. Morris, Secretary of the High Seas Tuna Packing Company, after being first duly sworn, he deposes and says;
That they are the tenants of Municipal Tidelands hereinafter described real property; Lot near the foot of Canon Street - Point Loma adjoining Block 1 Subdivision New Roseville, located at 2715 Canon Street;
That they desire to construct an addition to an existing cannery building
That they, 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 they will remove at no cost to the City said addition on or before December 31, 1948.
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.
High Seas Tuna Packing Company
By JOHN V. MORRIS, Secretary
San Diego, California

On this 16th day of January A. D. Nineteen Hundred and Forty Six, before me, H. A. Newcomer A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John V. Morris known to me to be the Secretary of the Corporation that executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Pedro County of Los Angeles, State of California, the day and year in this certificate first above written.

H. A. NEWCOMER
(SEAL) Notary Public in and for the County of Los Angeles
My Commission expires Nov. 15, 1947. State of California
RECORDED JAN 24 1946 45 min. past 10 A.M. in Book 2028 at page 195 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.
ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
M. AVERILL
Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement regarding construction of an addition to a cannery building and use of said building from John V. Morris, Secretary of the High Seas Tuna Packing Company; being Document No. 358800.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

A G R E E M E N T
WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Jno R. Robertson is the owner of Lot 7 Block 3, of Middletown
NOW, THEREFORE, This AGREEMENT, Signed and executed this 21st day of January, 1946, by Jno R. Robertson that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Union between C Street and B 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 agreement herein named.

JNO R. ROBERTSON
931 Orange Ave. Coronado
STATE OF CALIFORNIA,)
County of San Diego,) ss.
On this 21 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 Jno R. Robertson known to me to be the person described in and whose name he subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.
WARREN E. SAGE
(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Oct. 17, 1949 State of California

I HEREBY approve the form of the foregoing agreement this 22nd 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 2028 at page 195 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. 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 Jno R. Robertson; being Document No. 358890.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willing Deputy

A G R E E M E N T

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

WHEREAS, Elaine Sweet is the owner of Lot "B" Block 103, of Horton's Add

NOW, THEREFORE, This AGREEMENT, signed and executed this 31 day of December, 1945, by Elaine Sweet - that she will, for and in consideration of the permission granted to remove 15 Feet feet of curbing on 12th Avenue between Market and Island, #549 - 12th Ave. and #549 - 12th Avenue 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 agreement herein named.

ELAINE SWEET
435 W. Spruce St.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 2nd day of Jan., 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 Elaine Sweet 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

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

(SEAL)

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 2029 at page 307 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

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

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 Elaine Sweet; being Document No. 358980.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willing Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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. W. Scudder, Sr & J. W. Scudder, Jr are the owners of Lot Lot "C", Block Twenty-six (26), New San Diego,

NOW, THEREFORE, This AGREEMENT, signed and executed this 29 day of January, 1946, by J. W. Scudder, Sr & J. W. Scudder, Jr that they will, for and in consideration of the permission granted to remove 20 feet of curbing on Union Street between "G" Street and Market Street adjacent to the above described property, bind them to, and they hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

J. W. SCUDDER
J. W. SCUDDER, JR.
419 West "G" St.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 29 day of January, A.D. Nineteen Hundred and forty-six before me Mabelle A. Setter, A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. W. Scudder, Sr and J. W. Scudder, Jr 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 Jan. 27, 1947

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

I HEREBY approve the form of the foregoing agreement this 31st day of 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 336 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 J. W. Scudder, Sr., et al; being Document No. 359070.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

Regarding construction of a laundry room as addition to existing garage
with a Billiard Room above.

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

CITY OF SAN DIEGO)

SS:

Curtis P. Green, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property; Northeasterly fifty
(50) feet of Lots Seven (7) and Eight (8) Block none Subdivision Winthrop Highlands,
located at 4319 Arista Drive;

That I desire to construct a laundry as an addition to an existing garage and to con-
struct a Billiard room above with no rear yard and have applied for a yard variance by
Petition No. 3430, dated January 18, 1946;

That I, in consideration of approval granted by the City of San Diego to construct
said addition by Zoning Committee Resolution No. 1314, dated January 31, 1946; do hereby
covenant and agree to and with said City of San Diego, a Municipal Corporation, that I
will use said laundry room and Billiard room as a part of the single family dwelling and
will not rent it or use it as a separate living unit.

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

CURTIS P. GREEN

6003 Waverly Ave. 4319 Arista St.

LaJolla, Calif. San Diego, Calif.

On this 4th day of February A.D. Nineteen Hundred and Forty-six, before me, Eugenia E.
Casbere, A Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Curtis P. Green known to me to be the person described in and
whose name is subscribed to the within instrument, and acknowledged to me that he executed
the same.

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

(SEAL)

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

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2044 at page 101 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. AVERILL

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement from Curtis P. Green regarding construction of laundry room and Billiard room to
existing garage; being Document No. 359168.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Richard R. Reno is the owner of Lot 2 Block___, of Acacia Park
NOW, THEREFORE, This AGREEMENT, Signed and executed this 5th day of Feb., 1946, by Richard R. Reno that he will, for and in consideration of the permission granted to remove 25 feet of curbing on 6316 - El Cajon between 63rd St. and Art adjacent to the above described property, binds me to, and I hereby by these presents agrees to remove any drive-way constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.
And further agrees that this agreement shall be binding on 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.

RICHARD R. RENO
6316 - El Cajon Blvd.

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

On this 5th day of February, A.D. Nineteen Hundred and Forty-Six before me the under-signed, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Richard R. Reno known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission expires April 30, 1949

HELEN M. LARGE
Notary Public in and for the County of San Diego, State of California
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 18 1946 2 min. past 9 A.M. in Book 2033 at page 472 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.

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 Richard R. Reno; being Document No. 359326.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wilkin Deputy

A G R E E M E N T

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

WHEREAS, West Coast Corporation is, the owner of Lots 18 and 19 Block 19, of Paradise Hills, as per Map No. 1936.

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of February, 1946, by West Coast Corporation that they will, for and in consideration of the permission granted to remove 40 feet of curbing on Reo Drive between Albemarle and Cumberland and_____, adjacent to the above described property, bind itself to, and _____ hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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 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.

WEST COAST CORPORATION
By Thomas A. Clarkson
Vice President
By Betty Lou Wallin
Asst. Secretary
941 - 8th

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

On This 7th day of February, 1946, before me, the undersigned a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Thomas A. Clarkson known to me to be the Vice President and Betty Lou Wallin known to me to be the Ass't Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)
My Commission expires_____
Notary Public in and for the County of San Diego, State of California
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 18 1946 2 min. past 9 A.M. in Book 2033 at page 473 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.

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 West Coast Corporation; being Document No. 359327.

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

By Helen M. Willig Deputy

A G R E E M E N T

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

WHEREAS, Earle Norgon is, the owner of Lot 20, Block 19, of Paradise Hills, as per Map No. 1936.

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of February, 1946, by Earl Norgon that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Albemarle between Morningside and Reo Drive and _____, adjacent to the above described property, binds himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs Him so to do, and comply therewith at His own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

EARL NORGON
2304 Reo Drive, San Diego.

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

On this 7 day of February, A.D. Nineteen Hundred and 46, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Earl Norgon known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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) FLORENCE B. REEBL
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 11th day of February, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 18 1946 2 min. past 9 A.M. in Book 2033 at page 476 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.
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 Earl Norgon; being Document No. 359328.

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

By Helen M. Willig Deputy

A G R E E M E N T

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

WHEREAS, R. L. Shields is, the owner of Lot 1 - 2, Block 42, of Fairmont Hts;

NOW, THEREFORE, This AGREEMENT, signed and executed this 27th day of January, 1946, by R. L. Shields that _____ will, for and in consideration of the permission granted to remove 75 feet of curbing on El Cajon between Altadena and 51st 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 agreements herein named.

R. L. SHIELDS
3123 Jefferson St.

30 ft. on ElCajon
45 " " Altadena St.

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

On this 29 day of Jan., A.D. Nineteen Hundred and Forty-six before me, Carl Behrends, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. L. Shields known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

I HEREBY approve the form of the foregoing agreement this 11th day of February, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 18 1946 2 min. past 9 A.M. in Book 2033 at page 476 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.
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 R. L. Shields; being Document No. 359329.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The
City of San Diego, California, prohibit the removal of any curbing or the installation of
any driveway on any city street prior to signing an agreement with the City to replace any
curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Frederick A. Ray is, the owner of Lot 10, Block 20, of Paradise Hills;
NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of February, 1946, by
Frederick A. Ray that I will, for and in consideration of the permission granted to remove
35 feet - 20 feet curbing on Cumberland - Reo Drive between Reo Drive - Cumberland St. and
Rancho Drive - Albermarle St., adjacent to the above described property, bind myself to,
and do hereby by these presents agree to, remove any driveway constructed in pursuance here
to, 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.

FREDERICK A. RAY
R 1 Box 259 E Chula Vista

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

On this 6th day of February, A.D. Nineteen Hundred and Forty-six, before me, Betty Lou
Wallin, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Frederick A. Ray, known to me to be the person described in and
whose name is subscribed to the within instrument, and acknowledged to me that he executed
the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my
office in San Diego, County of San Diego, State of California, the day and year in this
certificate first above written.

(SEAL) BETTY LOU WALLIN
Notary Public in and for the County of San
Diego, State of California
I HEREBY approve the form of the foregoing agreement this 11th day of February, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 18 1946 2 min. past 9 A.M. in Book 2033 at page 478 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.
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 Frederick A. Ray; being Document No. 359330.
FRED W. SICK
City Clerk of the City of San Diego, Calif.

By Helen M. Willig Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The
City of San Diego, California, prohibit the removal of any curbing or the installation of
any driveway on any city street prior to signing an agreement with the City to replace any
curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Wm. J. Reed. is, the owner of Lot 3, Block 35, of La Jolla Hermosa Unit No.2.
NOW, THEREFORE, This AGREEMENT, signed and executed this 28th. day of Jan. 1946, by
Wm. J. Reed, that he will, for and in consideration of the permission granted to remove 20
feet of curbing on Bellevue Ave. Between Via Del Norte and La Canada, 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 Wm. J. Reed 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.

WM. J. REED
6046 Bellevue Ave. La Jolla.

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

On this 1 day of February, A.D. Nineteen Hundred and forty-six, before me, The under-
signed, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Wm. J. Reed known to me to be the person described in and whose
name is subscribed to the within instrument, and acknowledged to me that he executed the
same.

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

(SEAL) E. W. BINGHAM
Notary Public in and for the County of San Diego,
State of California
My Commission expires Sept. 21, 1947
I HEREBY approve the form of the foregoing agreement this 11th day of February, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 18 1946 2 min. past 9 A.M. in Book 2033 at page 479 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.
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 Maj. Wm. J. Reed; being document No. 359331.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Ed. Quiry -- David Centman is, the owner of Lot One, Block 31, of Middletown;
NOW, THEREFORE, This AGREEMENT, signed and executed this 23 day of January, 1946, by
Ed. Quiry -- David Centman that we will; for and in consideration of the permission granted
to remove 36 feet of curbing on Date St. between India and Columbia, adjacent to the above
described property, bind us to, and we hereby by these presents agree to, remove any drive-
way constructed in pursuance hereto, and to replace the curbing at such time as the City
Council of San Diego directs them so to do, and comply therewith at their own expense and
with no cost or obligation on the part of The City of San Diego.

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

(SEAL) ED. QUIRY -- DAVID CENTMAN
THOMAS MARRIOTT
Notary Public
My Commission expires Nov. 24, 1946
January 23rd, 1946
1665 India St.

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

On this 23rd day of January, A.D. Nineteen Hundred and forty-six, before me, Thomas
Marriott, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Ed Quiry & David Centman 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.

THOMAS MARRIOTT
Notary Public in and for the County of San Diego,
State of California
I HEREBY approve the form of the foregoing agreement this 11th day of February, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 18 1946 2 min. past 9 A.M. in Book 2042 at page 211 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.
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 Ed. Quiry & David Centman; being Document No. 359332.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The
City of San Diego, California, prohibit the removal of any curbing or the installation of

any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, W. P. Kesling is the owner of Lot 28 - 32, Block 8, of La Jolla Park
NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of Feb., 1946, by William P. Kesling that he will, for and in consideration of the permission granted to remove 16' feet of curbing on Girard Ave. between Pearl St. and Klien St. adjacent to the above described property, bind him 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 W. P. Kesling heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herin named.

W. P. KESLING
5711 La Jolla Blvd.

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

On this 7 day of February, A.D. Nineteen Hundred and 46 before me Lucille R. Lennard, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. P. Kesling known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that executed the same.

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

(SEAL)

My Commission expires August 26, 1947;

LUCILLE R. LENNARD
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

I HEREBY approve the form of the foregoing agreement this 11th day of February, 1946.

RECORDED FEB 18 1946 2 min. past 9 A.M. in Book 2042 at page 216 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.

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 W. P. Kesling; being Document No. 359333.

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

By Helen M. Willey Deputy

A G R E E M E N T

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

WHEREAS, Morris W. Douglas is the owner of Lot G, Block 82, of Horton's Addition
NOW, THEREFORE, This AGREEMENT, Signed and executed this 8th day of February, 1946, by Morris W. Douglas that he will, for and in consideration of the permission granted to remove 20' feet of curbing on Market between 10th and 11th Streets adjacent to the above described property, bind himself to, and he hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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.

MORRIS W. DOUGLAS
1046 Market St.

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

On this 8th day of Feb., A.D. Nineteen Hundred and Forty-six before me Blair Duffy, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Morris W. Douglas 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 Mar. 19, 1946

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

I HEREBY approve the form of the foregoing agreement this 11th day of February, 1946.

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

RECORDED FEB 18 1946 2 min. past 9 A.M. in Book 2042 at page 219 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.

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 Morris W. Douglas; being Document No. 359336.

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

By Helen M. Willey Deputy

A G R E E M E N T

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

WHEREAS, Harry S. Franklin is the owner of Lots 1 and 2, Block 8, of Nordica Heights Subdivision;

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of March, 1946, by Harry S. Franklin that he will, for and in consideration of the permission granted to remove 24 feet of curbing on Birch being the Southwesterly corner of Birch & Fortieth Sts., adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

HARRY S. FRANKLIN
2004 South Fortieth St.
San Diego, Calif.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 7th day of March, A.D. Nineteen Hundred and Forty-six, before me, H. Philip Scheuerman, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harry S. Franklin known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) H. PHILIP SCHEUERMAN
Notary Public in and for the County of San Diego,
My Commission expires November 7, 1949 State of California

I HEREBY approve the form of the foregoing agreement this 18th 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 2095 at page 86 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 Harry S. Franklin; being Document No. 360215.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

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

WHEREAS, Birdie Strickman is the owner of Lots 5 & 6, Block 4, of Druckers Sub Division;

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of March, 1946, by Birdie Strickman that I will, for and in consideration of the permission granted to remove 35 feet of curbing on Midway Dr. between Nashville and Knoxville, 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.

BIRDIE STRICKMAN
3785 Arnold Ave.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 8th day of March, A.D. Nineteen Hundred and forty-six before me, S. W. Tirrell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Birdie Strickman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL) S. W. TIRRELL
Notary Public in and for the County of San Diego,
My Commission expires July 14, 1946 State of California

I HEREBY approve the form of the foregoing agreement this 19th 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 2095 at page 87 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 Birdie Strickman; being Document No. 360315.
FRED W. SICK
City Clerk of the City of San Diego, Calif.
By Helen M. Willyg Deputy

A G R E E M E N T
WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 1-2-3-11-12, Block 20, of Sherman Add.
NOW, THEREFORE, This AGREEMENT, signed and executed this 16-- day of Mch - 46, by John Hansen that I will, for and in consideration of the permission granted to remove 16 ft feet of curbing on 15th between I & J 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 x x 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 HANSEN
1489 Island Ave.

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

On this 16th 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 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, State of California.
My Commission expires April 2, 1946
I HEREBY approve the form of the foregoing agreement this 19th 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 2095 at page 89 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 Hansen; being Document No. 360316.
FRED W. SICK
City Clerk of the City of San Diego, Calif.
By Helen M. Willyg Deputy

A G R E E M E N T
WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Ethel Adeline Crane is the owner of Lot (6) Six, Block (10) Ten, of Unit No. 1, LaJolla Shores;
NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of March, 1946, by Ethel Adeline Crane that she will, for and in consideration of the permission granted to remove 10 feet of curbing on LaJolla Shores Drive between Calle Clara and Vallecitos, 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 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.

ETHEL ADELINE CRANE
8144 LaJolla Shores Drive,
LaJolla, Calif.

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

On this 7th day of March, A.D. Nineteen Hundred and Forty-six, before me, Eva E. Lester, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ethel Adeline Crane 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) EVA E. LESTER
Notary Public in and for the County of San Diego, State of California.
My Commission expires October 26, 1949

I HEREBY approve the form of the foregoing agreement this 19th 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 2095 at page 90 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. MOREFIELD
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 Ethel Adeline Crane; being Document No. 360317.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Charles F. Opel is the owner of Lot 63, Block 303, of Pacific Beach;

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of March, 1946, by Charles F. Opel that I will, for and in consideration of the permission granted to remove 10 feet of curbing on Jewell St. between Oliver and Pacific Beach Drive, 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.

CHARLES F. OPEL
4110 Jewell St.

STATE OF CALIFORNIA, }
County of San Diego, } ss.
On this 19th day of March, 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 Charles F. Opel known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

I HEREBY approve the form of the foregoing agreement this 19th 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 2095 at page 91 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. MOREFIELD
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 Charles F. Opel; being Document No. 360318.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Einer M. Pedersen is the owner of Lot 1261, Block 7350, of Pueblo Lands Genter Tract;

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of March, 1946, by Einer M. Pedersen that I will, for and in consideration of the permission granted to remove 12 feet of curbing on Eads between Genter and Pearl, 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 to 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 Einer Pedersen 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.

EINER M. PEDERSEN
615 - Rushville

STATE OF CALIFORNIA, }
County of San Diego, } ss.
On this 16 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 Einer M. Pedersen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) E. W. BINGHAM
Notary Public in and for the County of San Diego, State of California
My Commission expires Sept. 21, 1947

I HEREBY approve the form of the foregoing agreement this 25th 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 2101 at page 54 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
I Certify that I have correctly transcribed this document in above mentioned book.
L. SHANNON
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Einer M. Pedersen; being Document No. 360435.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY AMERICAN PIPE AND CONSTRUCTION CO. UNDER ITS CONTRACT FOR THE CONSTRUCTION OF THE LAUREL STREET 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 Pipe and Construction Co., under its contract for the construction of the LAUREL STREET WATER MAIN, in The City of San Diego, California, and which contract is dated Sept. 13, 1945, and is on file in the office of the City Clerk of said City as Document No. 356164, 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 14, 1946.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on March 26, 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 26th day of March, 1946.

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

(SEAL) RESOLUTION NO. 82837

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 American Pipe and Construction Co., under the contract for the construction of the LAUREL STREET WATER MAIN, which contract is dated Sept. 13, 1945, and is on file in the office of the City Clerk of said City as Document No. 356164, 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 LAUREL STREET 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. 356164, on file in the office of the City Clerk of said City.

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 _____
Assistant City Attorney.

Passed and adopted by the said Council of the said City of San Diego, California, this 26th day of March, 1946, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Hartley, Austin, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilmen: Boud, 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. 82837 of the Council of the City of San Diego, California, as adopted by said Council Mar 26 1946
FRED W. SICK City Clerk
By AUGUST M. WADSTROM Deputy
(SEAL)

RECORDED MAR 28 1946 20 min past 2 P.M. in Book 2092 at page 86 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.
ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
I certify that I have correctly transcribed this document in above mentioned book.
M. AVERILL

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 Work and Materials on Laurel Street Water Main - American Pipe and Construction Co.; being Document No. 360448.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

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

WHEREAS, Dr. H. C. Anderson is the owner of Lots 13 & 15, Block 6, of First Addition to South La Jolla;
NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of Mar. 1946, By Dr. H. C. Anderson that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Belvedere St. between La Jolla Blvd. and Sea Lane Dr., 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 Dr. H. C. Anderson my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.
H. C. ANDERSON, M.D.
1305 Medico Dental Bldg.,
San Diego.

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

On this 14th day of March, A.D. Nineteen Hundred and forty six, before me, undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. C. Anderson, M.D. known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) GILBERT H. HERRILL
Notary Public in and for the County of San Diego,
State of California
My Commission expires June 1, 1947
I HEREBY approve the form of the foregoing agreement this 28th 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 2095 at page 195 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.
ROGER N. HOWE, County Recorder
By Deputy D. COLE
M. MOREFIELD
I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Dr. H. C. Anderson; being Document No. 360568.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

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

WHEREAS, Leroy Sullins is the owner of Lots 28 - 29, Block 4, of Terelta
NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of March, 1946, by Leroy Sullins that I will, for and in consideration of the permission granted to remove 14 feet of curbing on 34th between Polk and Orange 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.

LEROY SULLINS
4120 34th St.
San Diego, Calif.

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

On this 25th day of March, A.D. Nineteen Hundred and 46 before me The undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leroy Sullins known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 24, 1949

JAMES M. TRUAX
Notary Public in and for the County of San Diego, State of California
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 30 1946 3 min. past 9 A.M. in Book 2095 at page 197 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy 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 LeRoy Sullins; being Document No. 360569.

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

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Russell W. Ferrell is the owner of Lots 35 - 36- 37 - 38, Block 20, of Reed & Hubbel's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of March, 1946, by Russell W. Ferrell that he will, for and in consideration of the permission granted to remove 40 feet of curbing on Main between 26th and 27th 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 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.

RUSSELL W. FERRELL
3912 El Cajon Blvd.

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

On this 21 day of March, A.D. Nineteen Hundred and Forty Six before me Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Russell W. Ferrell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission expires June 14, 1946

PAUL BOLTZ
Notary Public in and for the County of San Diego, State of California
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 30 1946 3 min. past 9 A.M. in Book 2095 at page 198 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy 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 Russell W. Ferrell; being Document No. 360570.

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

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Jesse Harold Parsons is the owner of Lots 13 and 14, Block 14, of La Mesa Colony Townsite;
 NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of March, 1946, by Jesse Harold Parsons that I will, for and in consideration of the permission granted to remove 66 feet of curbing on El Cajon Blvd. between 71st & 72nd 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.

JESSE HAROLD PARSONS
 4970 - 72nd St. San Diego 5, Calif.

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

On this 25th day of March, A.D. Nineteen Hundred and Forty-six, before me, Clayton L. Phillips, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jesse Harold Parsons known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
 My Commission expires Oct. 28, 1949

CLAYTON L. PHILLIPS
 Notary Public in and for the County of San Diego,
 State of California
 J. F. DuPAUL, City Attorney
 By HARRY S. CLARK
 Deputy City Attorney

RECORDED MAR 30 1946 3 min. past 9 A.M. in Book 2095 at page 194 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
 M. MOREFIELD

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Jesse Harold Parsons; being Document No. 360587.
 Copyist County Recorder's Office, S.D. County, Calif.
 FRED W. SICK
 City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

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

WHEREAS, San Diego & Arizona Eastern Ry Co. is the owner of Lots 40-41-42, Block 97, of San Diego Land and Town Co. Add'n.

NOW, THEREFORE, This AGREEMENT, signed and executed this 27th day of March, 1946, by San Diego & Arizona Eastern Ry Co. that we will, for and in consideration of the permission granted to remove approx. 22' feet of curbing on Newton Ave. between Evans St and Sampson St. adjacent to the above described property, bind us to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

SAN DIEGO & ARIZONA EASTERN RY CO.
 By C. M. EICHENLAUB
 45-12th Ave., San Diego, Calif.

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

On this 30th day of March, A.D. Nineteen Hundred and Forty-six before me J. W. Grosdidier, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. M. Eichenlaub - - - - - known to me to be the person - described in and whose name - - is - - - subscribed to the within instrument, and acknowledged to me that - - he - - executed the same.

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

(SEAL)
 My Commission expires Aug. 27, 1949

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

RECORDED APR 4 1946 10 min. past 9 A.M. in Book 2081 at page 384 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
 THELMA N. NEECE

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from San Diego and Arizona Eastern Ry Co.; being Document No. 360697.
 Copyist County Recorder's Office, S.D. County, Calif.
 FRED W. SICK
 City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T
Regarding construction of Real Estate Tract Office

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

Fred E. Winship, after being first duly sworn, for himself deposes and says;
That I am the owner of the hereinafter described real property; Lot Portion of Pueblo
Lot 1258 Block - - - Subdivision - - -, located at West side of La Jolla Boulevard, north of
La Jolla Hermosa;

That I desire to construct a Real Estate Tract Office and have applied for a Zone
Variance under Petition No. 3619, dated March 12, 1946;

That I, in consideration of approval granted by the City of San Diego to construct
said Real Estate Tract Office by Zoning Committee Resolution No. 1447, dated March 29, 1946;
do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation,
that at the end of eighteen (18) months I will then remove said Real Estate Tract Office.

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

FRED E. WINSHIP
7650 Exchange Pl.
La Jolla, Calif.

On this 2 day of April 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 Fred E. Winship known to me to be the person described in and whose
name is subscribed to the within instrument, and acknowledged to 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, California, County of San Diego, State of California, the day and year
in this certificate first above written.

(SEAL)

My Commission expires Sept. 21, 1947.

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

RECORDED APR 11 1946 55 min. past 1 P.M. in Book 2095 at page 407 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement regarding construction of Real Estate Tract Office; being Document No. 360758.

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

By Helen M. Willey Deputy

A G R E E M E N T

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

WHEREAS, Nesbit McCorkle & Muriel W. McCorkle is the owner of Lot I (Portion), Block
17, of Scripps Addition - La Jolla

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of March, 1946, by
Nesbit & Muriel W. McCorkle that they will, for and in consideration of the permission granted
to remove 11 feet of curbing on 7041 Draper Ave. between Fern Glen and Westbourne 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 ourself 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.

NESBIT McCORKLE
MURIEL W. McCORKLE
7041 Draper Ave. La Jolla.

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

On this 12th day of March, A.D. Nineteen Hundred and 46 before me The undersigned, a
Notary Public in and for said County, residing therein, duly commissioned and sworn,
personally appeared Nesbit McCorkle and Muriel W. McCorkle known to me to be the person
described in and whose name are subscribed to the within instrument, and acknowledged to
me that they executed the same.

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

(SEAL)

My Commission expires June 24, 1949

JAMES M. TRUAX
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 April, 1946.

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

RECORDED APR 11 1946 55 min. past 1 P.M. in Book 2085 at page 480 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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Nesbit & Muriel W. McCorkle; being Document No. 360759.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

Regarding construction of eight (8) bungalow court units

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

William R. Palmer and Daisy M. Palmer, 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) (portion approximately 160 ft. by 175 ft.) Block Four Hundred Ninety One (491) Subdivision Old San Diego, located at 4018 Arista Street;

That we desire to construct eight (8) bungalow court units with only twenty five (25) ft. street frontage on the above described property and have applied for a Zone Variance under Application No. 3598, dated March 7, 1946;

That we, in consideration of approval granted by the City of San Diego to construct said bungalow court units by Zoning Committee Resolution No. 1407, dated March 28, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will hold the entire parcel of land, as described above, in one ownership at all times.

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

WILLIAM R. PALMER
4018 Arista St.

DAISY M. PALMER
4018 Arista St.

On this 10th day of April 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 William R. Palmer and Daisy M. Palmer known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

CLARK M. FOOTE, JR.

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires March 16, 1947 State of California

RECORDED APR 22 1946 12 P.M. in Book 2097 at page 306 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. MARTIN

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from William R. Palmer & Daisy M. Palmer relative to bungalow court at 4018 Arista Street; being Document No. 360910.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilho Deputy

A G R E E M E N T

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

WHEREAS, Walter Andersen is the owner of Lot 12, Block 374, of Sonnochens;

NOW, THEREFORE, This AGREEMENT, signed and executed this 18 day of May, 1945, by Walter Andersen that he will, for and in consideration of the permission granted to remove 20 ft feet of curbing on Rosecrans between Jefferson and Moore, 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.

WALTER ANDERSEN
3860 Rosecrans San Diego

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

On this 18th day of May, A.D. Nineteen Hundred and Forty-five, before me, Val C. Koch, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Walter Andersen 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) VAL C. KOCH
Notary Public in and for the County of San Diego, State of California.
My Commission expires Nov. 22, 1947
I HEREBY approve the form of the foregoing agreement this 5th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2103 at page 54 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 Curb Removal Agreement from Walter Andersen; being Document No. 360936.
FRED W. SICK
City Clerk of the City of San Diego, Calif.

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, E. E. Garnett is the owner of Lot 796 in Talmadge Park, Unit 3, Block____, of _____;

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of Apr. 1, 1946, by E. E. Garnett that I will, for and in consideration of the permission granted to remove eight feet of curbing on Monroe between 47th Street and Euclid adjacent to the above described property, bind myself to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

E. E. GARNETT
4558 - 56th St.

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

On this 2nd day of April, A.D. Nineteen Hundred and forty-six before me David N. Cox, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. E. Garnett known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) DAVID N. COX
Notary Public in and for the County of San Diego, State of California
My Commission expires May 14, 1949
I HEREBY approve the form of the foregoing agreement this 12th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2103 at page 55 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 Curb Removal Agreement from E. E. Garnett; being Document No. 361021.
FRED W. SICK
City Clerk of the City of San Diego, Calif.

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Elsie D. Tschudi is the owner of Lots 1 - 2 and 3, Block 16, of Culverwell's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of April, 1946, by Elsie D. Tschudi that she will, for and in consideration of the permission granted to remove 60 feet of curbing on G street, between 14th & 15th streets and 35 feet of curbing on 15th between Market street and G street, adjacent to the above described property, bind herself to, and she hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego

directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself 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.

ELSIE D. TSCHUDI
3006 National Avenue

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

On this 6th day of April, A.D. Nineteen Hundred and Forty-six, before me, John H. Moore, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elsie D. Tschudi known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

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

I HEREBY approve the form of the foregoing agreement this 12th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2103 at page 56 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
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 Elsie D. Tschudi; being Document No. 361023.

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

By Helen M. Wilby Deputy

A G R E E M E N T

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

WHEREAS, Tom Balestreri is the owner of Lot 2, Block 48, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this March 19 day of 1946, by Tom Balestreri that he will, for and in consideration of the permission granted to remove 20 feet of curbing on State St. between Grape and Hawthorn adjacent to the above described property, binds himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

TOM BALESTRERI
2051 State Street

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

On this 28th day of March, 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 Tom Balestreri known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

I HEREBY approve the form of the foregoing agreement this 12th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2119 at page 175 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
THELMA N. NEECE

Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Tom Balestreri; being Document No. 361024.

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

By Helen M. Wilby Deputy

A G R E E M E N T

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

WHEREAS, W. P. Kesling is the owner of Lot 8, Block____, of La Jolla Gables;

NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd. day of Apr. 1946, by W. P. Kesling that he will, for and in consideration of the permission granted to remove 16' feet of curbing on Dowling Dr. between Via Del Norte and Palomar and____, adjacent to the above described property, bind himself 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 W. P. Kesling heirs 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. P. KESLING
5711 La Jolla Blvd.

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

On this 3rd day of April, 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 W. P. Kesling known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in 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 April 30, 1948

RUTH GARTY
Notary Public in and for the County of
San Diego, State of California
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2119 at page 177 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.

THELMA N. NEECE
Copyist County Recorder's Office, S.D. County
Calif.

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Curb Removal Agreement from W. P. Kesling; being Document No. 361025.

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

By Helen M. Wilzig Deputy

A G R E E M E N T

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

WHEREAS, Homer Bentley Gill & Susie Gill is the owner of Lot 5, Block 22, of South Park Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of April, 1946, by Homer Bentley Gill & Susie Gill that they will, for and in consideration of the permission granted to remove 10 feet of curbing on Fern between Ash St. and Beech St. adjacent to the above described property, bind themselves to, and they hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves, 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.

HOMER B. GILL
SUSIE GILL
1415 Fern St.

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

On this 15th day of April, 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 Susie Gill known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)
AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California
I HEREBY approve the form of the foregoing agreement this 15th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2113 at page 171 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

E. J. PAUL

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

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Curbing Removal Agreement from Homer B. Gill; being Document No. 361089.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

A G R E E M E N T

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

WHEREAS, Ray Korstad, Agnette Korstad & Clarence A. Holliday is the owner of Lot 6 excepting therefrom Swly 5' of Blk 13, Block 13, of Roseville & Metes & bounds

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of April, 1946, by Ray Korstad, Agnette Korstad & Clarence A. Holliday that they will, for and in consideration of the permission granted to remove 30 feet of curbing on Rosecrans between Addison St. and Byron Street adjacent to the above described property, bind them to, and they hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on Ray Korstad, Agnette Korstad and Clarence A. Holliday, 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.

AGNETTE B. KORSTAD

RAY KORSTAD CLARENCE A. HOLLIDAY
1154 Rosecrans

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

On this 12 day of April, A.D. Nineteen Hundred and forty-six before me E. Garrick O'Bryan Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ray Korstad and Agnette B. Korstad and Clarence A. Holliday 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.

E. GARRICK O'BRYAN JR.

(SEAL)

My Commission expires July 20, 1947

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

I HEREBY approve the form of the foregoing agreement this 16th day of April, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2113 at page 172 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

E. J. PAUL

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

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Ray Korstad, Agnette B. Korstad and Clarence A. Holliday; being Document No. 361114.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willyg Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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. A. McClurken is the owner of Lot H & I, Block 38, of New San Diego

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of April, 1946, by J. A. McClurken that he will, for and in consideration of the permission granted to remove 45 ft. feet of curbing on State between F & G Sts. 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.

J. A. McCLURKEN

Rt 1 Box 1725

LaMesa, Calif.

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

On this 15th day of April, 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 J. A. McClurken known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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) FRED W. SICK
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 16th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2113 at page 188 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
E. J. PAUL
Copyist County Recorder's Office, S.D. County,
Calif.

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Curb Removal Agreement from J. A. McClurken; being Document No. 361115.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Roy B. Campbell, dba Campbell Chevrolet Company is the owner of Lot 1-4, 9-12, Block 3, of Culverwell

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of April, 1946, by Campbell Chevrolet Company that he will, for and in consideration of the permission granted to remove 32' 25' feet of curbing on 16th Street Broadway between Broadway 16th and E Street 17th 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 agrees that this agreement shall be binding on himself his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

CAMPBELL CHEVROLET COMPANY
ROY B. CAMPBELL
1600 Broadway

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

On this 8th day of April, A.D. Nineteen Hundred and forty-six before me Henry L. Johnson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Roy B. Campbell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

I HEREBY approve the form of the foregoing agreement this 17th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2113 at page 196 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
E. J. PAUL
Copyist County Recorder's Office, S.D. County,
Calif.

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Campbell Chevrolet Company; being Document No. 361116.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, W. Arnet Speer is the owner of Lot _____, Block 1, of Bay View Tract and Portion of Pueblo Lot 238, Map 104

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of April, 1946, by W. Arnet Speer that he will, for and in consideration of the permission granted to remove 75 feet of curbing on Midway Drive Rosecrans Street between Rosecrans Street Midway Drive and Taylor Street Buell 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 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.

W. ARNET SPEER
per Ewart W. Goodwin Att in fact
First National Bank Bldg.
San Diego 1, California

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

On this 10th day of April, 1946, before me, L. Doster a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Ewart W. Goodwin known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of W. Arnet Speer and acknowledged to me that he subscribed the name of W. Arnet Speer 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, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL) L. DOSTER
Notary Public in and for the County of San Diego,
State of California
My Commission expires 10-1-47.
I HEREBY approve the form of the foregoing agreement this 17th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2113 at page 197 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
I certify that I have correctly transcribed this document in above mentioned book.
E. J. PAUL
Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Curb Removal Agreement from W. Arnet Speer; being Document No. 361117.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Ruth E. Showley is the owner of Lot D, Block 125, of Horton's Addition
NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of April, 1946, by Ruth E. Showley that she will, for and in consideration of the permission granted to remove 18 feet of curbing on eighth between J and K adjacent to the above described property, bind herself to, and she hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on Ruth E. Showley her 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.

RUTH E. SHOWLEY
800 K Street

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

On this 12th day of April, A.D. Nineteen Hundred and forty-six before me Mabelle A. Setter, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ruth E. Showley 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) MABELLE A. SETTER
Notary Public in and for the County of San Diego,
State of California
My Commission expires Jan. 27, 1947
I HEREBY approve the form of the foregoing agreement this 17th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2113 at page 193 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
I certify that I have correctly transcribed this document in above mentioned book.
E. J. PAUL
Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Curb

Removal Agreement from Ruth E. Showley; being Document No. 361118.

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

By Helen M. Wilby Deputy

A G R E E M E N T

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

WHEREAS, Paul M. Canfield is the owner of Lot E 62 1/2 ft of lots 1 and 2, Block 33, of Fairmont Add. City Hts.

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April, 1946, by Paul M. Canfield that he will, for and in consideration of the permission granted to remove 45 feet of curbing on Trojan between Euclid and 48th adjacent to the above described property, bind him to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

PAUL M. CANFIELD
4765 Trojan

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

On this 13 day of April, A.D. Nineteen Hundred and 46 before me the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul M. Canfield known to me to be the person described in and whose name he subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission expires June 14, 1946

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

I HEREBY approve the form of the foregoing agreement this 18th day of April, 1946.

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

RECORDED APR 22 1946 12 P.M. in Book 2097 at page 318 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. MARTIN
Copyist County Recorder's Office, S.D. County,
Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Paul M. Canfield; being Document No. 361141.

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

By Helen M. Wilby Deputy

A G R E E M E N T

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

WHEREAS, Wallace W. Johnson is the owner of Lot 3, Block 9, of Gardners

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th. day of April, 1946, by Wallace W. Johnson that he will, for and in consideration of the permission granted to remove 30' feet of curbing on 1246 18th. Street between "A" and "B" 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. W. JOHNSON
1630 "A" Street, San Diego, 2,
Calif.

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

On this 17 day of April, A. D. Nineteen Hundred and forty-six before me Fernando G. Soto, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wallace W. Johnson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission expires Sept. 20, 1947

FERNANDO G. SOTO
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 April, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2097 at page 318 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 the above mentioned book.

J. MARTIN

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Wallie W. Johnson; being Document No. 361142.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

A G R E E M E N T

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

WHEREAS, Christian E. Hansen is yes the owner of Lot 3, Block 89, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of April, 1946, by Christian E. Hansen that I will, for and in consideration of the permission granted to remove 15 curb feet of curbing on Kettner between Maple and Nutmeg 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.

CHRISTIAN E. HANSEN

2503 Frankfort St (10)

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

On this 16 day of April, 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 Christian E. 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 City, County of San Diego, State of California, the day and year in this certificate first above written.

MARK M. SAUNDERS

Notary Public in and for the County of San Diego,

State of California

(SEAL)

My Commission expires Aug. 13, 1949

I HEREBY approve the form of the foregoing agreement this 18th day of April, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2097 at page 314 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

J. MARTIN

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Christian E. Hansen; being Document No. 361143.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

A G R E E M E N T

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

WHEREAS, James H. Johnson is the the owner of Lot 1 - 2 - 3 - 4, Block 194, of Pacific Beach

NOW, THEREFORE, This AGREEMENT, signed and executed this First day of April, 1946, by James H. Johnson that he will, for and in consideration of the permission granted to remove 60 ft. feet of curbing on Felspar between Mission Blvd. and Cass St. adjacent to the above described property, bind him to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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 H. JOHNSON

4535 Mission Blvd.

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

O.K.
H.W.D.
N.P.

O.K.
H.W.D.
N.P.

On this First day of April, A.D. Nineteen Hundred and Forty Six before me James H. Johnson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James H. 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)

H. W. DEMPSTER
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 April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 22 1946 12 P.M. in Book 2097 at page 315 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS

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

J. MARTIN

Copyist County Recorder's Office, 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 H. Johnson; being Document No. 361144.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

LEASE

THIS AGREEMENT, made and entered into this 17 day of April, 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 City Manager thereof, as Lessor, and D. P. NORTHRUP, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 7 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 31st day of March, 1946, and ending on the 30th day of March, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 17 day of April, 1946.

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

City Manager

D. P. NORTHRUP

Lessee

771 - 22nd St.

San Diego 2, Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this Apr 24 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 D. P. Northrup; being Document No. 361282.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

LEASE

THIS AGREEMENT, made and entered into this 16 day of April, 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 City Manager thereof, as Lessor, and FRANK J. MUR, as Lessee,

WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 or the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 4 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 23rd day of April, 1946, and ending on the 22nd day of April, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 16 day of April, 1946.

THE CITY OF SAN DIEGO, Lessor,

By F. A. RHODES

City Manager.

FRANK J. MUR, Lessee

2000 Arlington Ave. Apt. 207

Los Angeles 16, Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this Apr 24 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 Frank J. Mur; being Document No. 361283.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

LEASE

THIS AGREEMENT, made and entered into this 17 day of April, 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 City Manager thereof, as Lessor, and GEORGE H. KOOP, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 16 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 23rd day of March, 1946, and ending on the 22nd day of March, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 17 day of April, 1946.

THE CITY OF SAN DIEGO, Lessor,

By F. A. RHODES

City Manager.

GEORGE H. KOOP, Lessee
4068 Florida St.
San Diego 4, Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this Apr 24 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 George H. Koop; being Document No. 361284.

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

By Helen M. Willis Deputy

LEASE

THIS AGREEMENT, made and entered into this 17 day of April, 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 City Manager thereof, as Lessor, and HELEN 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 one year beginning on the First day of April, 1946, and ending on the Thirty-First day of March, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name and for the act of said City, and the lessee has executed this instrument this 17 day of April, 1946.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager
HELEN AND JOHN E. STREATOR
Lessee

1317 W. 12 Place
Los Angeles 15, California
Lease this APR 24 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I HEREBY APPROVE the form and legality of the foregoing Lease this APR 24 1946.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Helen and John E. Streator; being Document No. 361285.

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

By Helen M. Willis Deputy

LEASE

THIS AGREEMENT, made and entered into this 17 day of April, 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 City Manager thereof, as Lessor, and LUCY WATT, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 8 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 10th day of March, 1946, and ending on the 9th day of March, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 17 day of April, 1946.

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

City Manager

LUCY WATTS, Lessee
2528 - 4th Ave.
San Diego, Cal.

I HEREBY APPROVE the form and legality of the foregoing Lease this APR 24 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 Lucy Watts; being Document No. 361286.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

L E A S E

THIS AGREEMENT, made and entered into this 17 day of April, 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 City Manager thereof, as Lessor, and EVA E. EARL, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 15 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 28th day of March, 1946, and ending on the 27th day of March, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 17 day of April, 1946.

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

City Manager

EVA E. EARL, Lessee
411 - 21st St.
San Diego 2, Cal.

I HEREBY APPROVE the form and legality of the foregoing Lease this APR 24 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 Eva E. Earl; being Document No. 361287.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

LE A S E

THIS AGREEMENT, made and entered into this 20 day of April, 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 City Manager thereof, as Lessor, and LOREL MEYERS, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey 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. 6 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 13th day of March, 1946, and ending on the 12th day of March, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 20 day of April, 1946.

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

City Manager

LOREL MEYERS, Lessee.

1215-W Brookes Ave.

San Diego 3, Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this APR 24 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 Lorel Meyers; being Document No. 361288.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

LE A S E

THIS AGREEMENT, made and entered into this 18 day of April, 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 City Manager thereof, as Lessor, and FRANCIS W. SZALINSKI, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 9 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 3rd day of April, 1946, and ending on the 2nd day of April, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 18 day of April, 1946.

THE CITY OF SAN DIEGO, Lessor
By F. A. RHODES
City Manager
F. W. SZALINSKI, Lessee
2329 India
San Diego

I HEREBY APPROVE the form and legality of the foregoing Lease this APR 24 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 F. W. Szalinski; being Document No. 361289.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

L E A S E

THIS AGREEMENT, made and entered into this 22nd day of April, 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 City Manager thereof, as Lessor, and MRS. B. E. HARMER, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 2 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 11th day of March, 1946, and ending on the 10th day of March, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 22nd day of April, 1946.

THE CITY OF SAN DIEGO, Lessor
By F. A. RHODES
City Manager
MRS. B. E. HARMER, Lessee
Box 9 Del Mar, California
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I HEREBY APPROVE the form and legality of the foregoing Lease this APR 24 1946.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Mrs. B. E. Harmer; being Document No. 361290.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

L E A S E

THIS AGREEMENT, made and entered into this 22 day of April, 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 City Manager thereof, as Lessor, and H. E. HAUGHT, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 11 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 31st day of March, 1946, and ending on the 30th day of March, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 22 day of April, 1946.

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

City Manager
H. E. HAUGHT, Lessee
534 W. Monte Vista Rd.
Phoenix, Arizona

I HEREBY APPROVE the form and legality of the foregoing Lease this APR 24 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 H. E. Haught; being Document No. 361291.

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

By Helen M. Wilby Deputy

L E A S E

THIS AGREEMENT, made and entered into this 23 day of April, 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 City Manager thereof, as Lessor, and E. E. CLOUSE, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 14 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 23rd day of April, 1946, and ending on the 22nd day of April, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 23 day of April, 1946.

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

City Manager
E. E. CLOUSE, Lessee
960 Garnet St.
San Diego 9, Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this 24th 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 Lease with E. E. Clouse; being Document No. 361292.

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

By Helen M. Wilby Deputy

L E A S E

THIS AGREEMENT, made and entered into this 24 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 CHAS. A. JUDSON, of Escondido, California, hereinafter called the "Lessee", WITNESSETH:

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

Parcel 1:

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

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

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

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

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

Parcel 2:

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

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

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

ALSO, EXCEPTING from said Parcels 1 and 2 all public roads and highways;

Subject to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property. For a term of five (5) years, beginning on the 1st day of April, 1946, and ending on the 31st day of March, 1951, at the following rentals: Five Hundred Dollars (\$500.00) per year, payable in advance at the office of the Lessor quarterly during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either

terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. All exterior boundary line fences shall be constructed and kept in repair by and at the expense of the lessee, and upon the termination of this lease shall become the property of the City.

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

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 82988 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
CHAS. A. JUDSON
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 24th 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 Lease with Chas. A. Judson; being Document No. 361296.

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

By Helen M. Willis Deputy

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 those certain tide and submerged lands hereinafter described, situated within Mission Bay, in said City of San Diego, State of California; and

WHEREAS, FRANK M. SEEBOLD, hereinafter referred to as the "Lessee", desires to lease said lands from the Lessor for the purpose of maintaining thereon a bait barge and fishing tackle and boat rental service; NOW, THEREFORE,

I.

The Lessor does hereby lease to the Lessee, for a period beginning on the 16th day of September, 1945 and terminating at midnight of the 30th day of June, 1946, the tide and submerged lands, situated within Mission Bay, in the City of San Diego, State of California, described as follows:

Commencing at Station 74 + 00 on the easterly line of Ingraham Street as shown on Drawing 593-D on file in the office of the City Engineer, San Diego, California, said point being the true point of beginning; thence easterly at right angles to the easterly line of Ingraham Street for a distance of 200 feet to a point; Thence southerly parallel to and 200 feet distant from the easterly line of Ingraham Street for a distance of 500 feet to a point; thence westerly at right angles to said last described line for a distance of 200 feet to the easterly line of Ingraham Street; thence northerly along the easterly line of Ingraham Street for a distance of 500 feet to the point of beginning.

II.

As and for the rental of said premises, the Lessee shall pay to the Lessor the sum of One Hundred Dollars (\$100.00) per month, payable monthly in advance upon the 1st day of each calendar month during the term, at the office of the City Treasurer of The City of San Diego.

III.

The Lessee shall at all times during the term of this lease and any extension or renewal thereof maintain in force Workmen's Compensation Insurance covering all employees of the Lessee who may be employed in any trade, business or profession conducted by the Lessee upon the leased premises; also a policy of Public Liability Insurance, with The City of San Diego named therein as one of the insured, in an amount not less than Five Thousand Dollars (\$5,000.00) for any one person and Ten Thousand Dollars (\$10,000.00) total liability for any one accident; the Lessee shall furnish the Lessor with certificates of the company or companies by whom such insurance policies are issued, showing that such insurance is in force.

IV.

The leased premises may be used by the Lessee for the maintenance thereon of a bait barge, the sale of bait and fishermen's supplies, and for a boat and fishing tackle rental service, and uses incidental thereto, and for the residence upon said bait barge of the Lessee or a watchman in his employ, and for no other purposes.

V.

The Lessee shall keep the leased premises and all of his property and equipment thereon in a clean, sanitary and safe condition, to the satisfaction of the City Manager of The City of San Diego. In the event that the Lessee shall cause or permit upon the leased premises any violation of laws of the State of California or ordinances of The City of San Diego relating to public health, safety or sanitation, and shall fail to fully abate the said violation within five days after written notice so to do, served upon the Lessee or mailed to him addressed to "Frank M. Seebold, P. O. Box 215, Pacific Beach, California", then the Lessor may cancel this lease forthwith, and all rights of the Lessee hereunder shall immediately cease and terminate.

VI.

This lease may be renewed by the Lessee, by written notice of his intention so to do, delivered to the City Manager of The City of San Diego on or before the 1st day of June, 1946.

Such renewal shall be for a period of one year, and shall be upon all the terms and conditions herein contained. Nevertheless, this lease may be terminated at any time, either during the original term thereof or during such renewal term, at the option of the City of San Diego, upon giving the Lessee sixty (60) days' written notice of such termination, delivered to the Lessee or mailed to him, addressed as specified in Paragraph V, hereinabove.

IN WITNESS WHEREOF, this lease is executed by The City of San Diego, acting by and through the City Manager of said City, and the Lessee has hereunto subscribed his name, this 23 day of April, 1946.

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

City Manager

FRANK M. SEEBOLD

Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 24th 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 Lease with Frank M. Seebold; being Document No. 361297.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

LEASE

THIS AGREEMENT, made and entered into this 22nd 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 OLIVER SEXSON, hereinafter called the "Lessee", WITNESSETH:

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

All of Pueblo Lots 1269 and 1272; ALSO, that portion of Pueblo Lot 1293 lying south of the original right of way of the Atchison, Topeka and Santa Fe Railway Company (excepting those portions of the ten-acre tracts shown as Canada San Buenaventura on Pascoe's Map of the Pueblo Lands of San Diego, lying within Pueblo Lot 1293); all as shown on Map of the Pueblo Lands of San Diego by James Pascoe, dated 1870, a copy of which Map is filed as Miscellaneous Map No. 36 in the office of the County Recorder of said County of San Diego, subject to encumbrances, if any; being 285 acres of land, more or less; For a term of five (5) years, beginning on the 1st day of March, 1946, and ending on the 28th day of February, 1951, at the following rentals: Two Hundred Fifty Dollars (\$250.00) payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City.

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 Ordinance No. 3168 (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, Lessor
By F. A. RHODES

City Manager

OLIVER SEXSON

Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 24th 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 Lease with Oliver Sexson; being Document No. 361301.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

LEASE

THIS AGREEMENT, made and entered into this 22 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 OLIVER SEXSON, hereinafter called the "Lessee", WITNESSETH:

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

Parcel 1:

All those lands in Rancho San Bernardo, lying northerly and northeasterly from Lake Hodges and southerly from the northerly line of the "Sikes Tract" as said north line is described in Deed Book 5, at page 261, records of the County Recorder of said County of San Diego; EXCEPTING from the above described lands those portions thereof lying and being above an elevation of 395 feet above sea level according to the United States Geological Survey Datum; ALSO, EXCEPTING all those portions thereof lying and being below an elevation of 315 feet above sea level according to said survey datum; ALSO, EXCEPTING the existing frame house and outbuildings commonly known as the "Hopkins Place", together with an area of five acres of land immediately contiguous thereto; ALSO, EXCEPTING the tract of approximately 8.0 acres of land under lease from the City of San Diego to Julia S. B. Porter as particularly described in City Clerk's Document No. 345886; ALSO, EXCEPTING all public roads and highways; ALSO,

Parcel 2:

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

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

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

Parcel 3:

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

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

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

For a term of five (5) years, beginning on the 1st day of April, 1946, and ending on the 31st day of March, 1951, at the following rentals: Six Hundred Seventy-five Dollars (\$675.00) 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, pasturage and/or agricultural purposes only, and for no other purpose or purposes.

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose

of making repairs to or developing the water system of said City.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

Tenth. Lessee shall construct and keep in good repair and condition a stock-proof fence around the lake shore contiguous to the land leased, the labor and materials for such work to be furnished by lessee at his own expense. Upon the termination of this lease such fence shall become the property of the City.

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

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

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

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. 82972 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

OLIVER SEXSON

Lessee

I HEREBY APPROVE the form and legality of the foregoing lease this 24th 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 Lease with Oliver Sexson; being Document No. 361302.

FRED W. SICK

City Clerk of the City of San Diego, Calif.

By Helen M. Willis Deputy

L E A S E

THIS AGREEMENT, made and entered into this 25 day of April, 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 City Manager thereof, as Lessor, and RUDOLPH FISCHER, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 12 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 11th day of March, 1946, and ending on the 10th day of March, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 25 day of April, 1946.

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

City Manager
RUDOLPH FISCHER, Lessee
215 E. Foothill Blvd.
LaVerne, Cal.

I HEREBY APPROVE the form and legality of the foregoing Lease this 25th 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 Lease with Rudolph Fischer; being Document No. 361356.

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

By Helen M. Wilk Deputy

L E A S E

THIS AGREEMENT, made and entered into this 24 day of April, 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 City Manager thereof, as Lessor, and H. R. BRIER, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 3 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 23rd day of April, 1946, and ending on the 22nd day of April, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 24 day of April, 1946.

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

City Manager
H. R. BRIER, Lessee
969 West 42nd Street
Los Angeles 37, Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this 25th 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 Lease with H. R. Brier; being Document No. 361357.

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

By Helen M. Wilk Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 23rd day of April, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the Owner, and WM. TEMPLETON JOHNSON, hereinafter called the Architect, WITNESSETH:

That, whereas, the Owner intends to erect an addition to a Recreation Building on a portion of Block 31, Ocean Beach, on the west side of Ebers Street between Santa Monica Avenue and Saratoga 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 lump sum fee of \$727.56 payable as follows: \$485.04 when plans and specifications are completed and approved by the Owner; \$242.52 when the project is completed and approved by the Owner.

The parties hereto further agree to the following conditions:

1. THE ARCHITECT'S SERVICES. The Architect's professional services consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full size detail drawings; the drafting of forms of proposals and contracts; the issuance of certificates of payment; the keeping of accounts, the general administration of the business and supervision of the work.

2. 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 services involved.

3. No deductions shall be made from the Architect's fee on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

4. SURVEY, BORING 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.

5. SUPERVISION OF THE WORK. The Architect will endeavor to guard the Owner against defects and deficiencies in the work of contractors, but he does not guarantee the performance of their contracts. The supervision of an Architect is to be distinguished from the continuous personal superintendence to be obtained by the employment of a clerk-of-the-works.

When authorized by the Owner, a clerk-of-the-works acceptable to both Owner and Architect shall be engaged by the Architect at a salary satisfactory to the Owner and paid by the Owner, upon presentation of the Architect's monthly statements.

6. 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.

7. 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 the 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.

8. OWNERSHIP OF DOCUMENTS. Drawings and specifications as instruments of service are the property of the Owner, whether the work for which they are made be executed or not.

9. SUCCESSORS AND ASSIGNMENTS. The Owner and the Architect, each binds himself, his partners, successors, executors, administrators, and assigns to the other party to this agreement, and to the partners, successors, executors, administrators and assigns of such other party in respect of all covenants of this agreement.

Except as above, neither the Owner nor the Architect shall assign, sublet or transfer his interest in this agreement without the written consent of the other.

10. SUSPENSION OF CONTRACT. After the plans and specifications have been finished and bids received, the Owner reserves the right to abandon or suspend construction if expedient. The final payment to the Architect of \$242.52 is binding on the Owner only if the building as drawn and specified is actually completed and approved by the Owner.

The Owner and the Architect hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, pursuant to resolution of the Council authorizing such execution, and the said Architect has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

WM. TEMPLETON JOHNSON

I HEREBY APPROVE the form of the foregoing Agreement, 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 Agreement with Wm. Templeton Johnson as architect for building addition; being Document No. 361271.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

KNOW ALL MEN BY THESE PRESENTS, That JOHNS-MANVILLE SALES CORPORATION, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN THOUSAND NINE HUNDRED TEN Dollars (\$7,910.00), lawful money of the United States of America, to be 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 April, 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: 18,400 ft. 6" Class 150 cement-asbestos water pipe

8,000 " 6" " 200 " " " "

9,000 " 8" " 150 " " " "

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

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

ATTEST: T. J. PETERSON

JOHNS-MANVILLE SALES CORPORATION

L. A. BRINKER

Dist. Engr. Principal

UNITED STATES GUARANTEE COMPANY, Surety
By DELORUS E. CLARK

Delorus E. Clark, Attorney-in-fact

STATE OF CALIFORNIA)
County of Los Angeles) SS.

On this 19th day of April, in the year nineteen hundred and Forty Six, A. D., before me, M. S. BANKS, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared DELORUS E. CLARK, known to me to be the Attorney in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

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

(SEAL) My Commission expires Feb. 2, 1947

M. S. BANKS
Notary Public in and for the County of Los Angeles, State of California

I HEREBY APPROVE the form of the within Bond, this 24th day of April, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 24th day of April, 1946.
F. A. RHODES
City Manager

The rate of premium on the Bond is \$2.50 per \$1,000 the total amount of premium is \$19.78.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 19th 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 JOHNS-MANVILLE SALES CORPORATION, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 18,400 ft. 6" Class 150 cement-asbestos Water Pipe
- 8,000 " 6" " 200 " " " "
- 9,000 "MM8" " 150 " " " "

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 360101.

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

| | Per foot | |
|--|----------|-------------|
| 18,400 ft. 6" Class 150 cement-asbestos water pipe | .777 | \$14,296.80 |
| 8,000 ft. 6" " 200 " " " " | .936 | 7,488.00 |
| 9,000 ft. 8" " 150 " " " " | 1.095 | 9,855.00 |
| | | \$31,639.80 |
| Plus California State Sales Tax | | 791.00 |
| | | \$32,430.80 |

Delivery f.o.b. trenchside will not include stringing of pipe.

Said contractor agrees to begin delivery of said material within _____ days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____ 1946, at the rate of 25% monthly, beginning September, 1946.

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

Thirty-two Thousand Four Hundred Thirty and 80/100 Dollars (\$32,430.80), including California State Sales Tax.

Payment will be made 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 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 probably 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. 82864 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: T. J. PETERSON

JOHNS-MANVILLE SALES CORPORATION

L. A. BRINKER

Dist. Engr. Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 24th 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 Johns-Manville Sales Corporation; being Document No. 361354.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

NEW

A G R E E M E N T

OBD

THIS AGREEMENT, made this 15th day of February, 1946, by and between San Diego & Arizona Eastern Railway Company, a corporation, first party, hereinafter termed "Licensor," and THE CITY OF SAN DIEGO, a Municipality incorporated in the State of California, Civic Center, San Diego 1, California, second party, hereinafter termed "Licensee."

WITNESSETH THAT:

Licensor, in consideration of the sum of Five and no/100ths - - - (\$5.00) Dollars, to be paid by Licensee to Licensor, and in further consideration of the faithful performance by Licensee of all the covenants and agreements herein contained, hereby permits Licensee to construct, reconstruct, maintain and operate a ten (10) inch standard strength, vitrified clay pipe, hereinafter termed "structure," for conveying sewage, said structure to be constructed beneath property of Licensor, at a depth specified by Licensor, at or near ENCANTO (San Diego) Station, County of San Diego, and State of California, in the location as shown in red on the print attached hereto and made part hereof, and more particularly described as follows, to-wit: From a point in Licensor's northerly right of way line to a point in the southerly right of way line, and crossing not less than two (2) feet below stream bed of Licensor's Bridge #7.51, at Engineer Station 333 plus 60.--

This agreement is made upon the following terms and conditions:

1. Licensee hereby acknowledges the title of Licensor in and to the premises described in this agreement and agrees never to assail or resist said title.
 2. Licensee and the agents and employees of Licensee shall have the privilege of entry on said premises for the purpose of making necessary repairs to or changes in said structure, and Licensee agrees to at all times keep said premises in a good and safe condition free from waste all to the satisfaction of Licensor. If Licensee fails to keep said premises in a good and safe condition, free from waste, then Licensor may perform the necessary work at the expense of Licensee, which expense Licensee agrees to pay to Licensor upon demand. Licensee agrees that all work upon, or in connection with, said structure shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Licensor, and that the location of said structure and all said work shall be done and made under the supervision and to the satisfaction of Licensor. In the event Licensor shall at any time or times require the removal, reconstruction, alteration or changes in the location of said structure, or shall at any time or times construct an additional track or tracks, then Licensee agrees at Licensee's own sole cost and expense, upon receiving written notice from Licensor so to do, to forthwith construct and maintain an additional structure or extend or change said structure or immediately remove, reconstruct, alter or make changes in the location of said structure as may be requested by Licensor and in a manner satisfactory to Licensor.
 3. Licensee shall not assign or transfer this agreement, in whole or in part, or permit any other person to use the right or privilege hereby given, without the written consent of Licensor first had and obtained.
 4. Licensee agrees to reimburse Licensor the cost to Licensor of furnishing any necessary watchmen, flagmen or inspectors and for performing any work, including installing and removing any necessary falsework beneath the tracks of Licensor, during the installation, maintenance or removal of said structure.
 5. In the event Licensee shall discontinue the use of said structure or shall abandon the same, all rights hereby given shall forthwith cease and determine.
- Should Licensee fail to keep, observe and perform any covenant or condition on Licensee's part herein contained, all rights hereby given shall, at the option of Licensor, forthwith cease and determine. Upon termination of the privileges contained herein or upon termination of this agreement, as hereinafter provided, Licensee shall, at Licensee's own cost and expense, immediately remove said structure and restore said premises as nearly as possible to the same state and condition they were in prior to the construction of said structure. Should Licensee in such event fail, neglect or refuse to so remove said structure and so restore said premises, such removal and restoration may be performed by Licensor at the expense of Licensee, which expense Licensee agrees to pay to Licensor on demand.

RESOLUTION NO. 82852

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

That the Mayor and City Clerk of said City be, and they are hereby authorized and empowered to execute for and on behalf of said City, an agreement between The City of San Diego and the San Diego & Arizona Eastern Railway Company, a corporation, wherein and where

by said company grants The City of San Diego permission to construct, reconstruct, maintain and operate a ten-inch standard strength, vitrified clay pipe for conveying sewage, at or near Encanto (San Diego) Station, County of San Diego, State of California, from a point in the Company's northerly right of way line to a point in the southerly right of way line, and crossing not less than two feet below stream bed of said Company's Bridge #7.51, at Engineer Station 333 plus 60.

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 82852 of the Council of the City of San Diego, as adopted by said Council

FRED W. SICK, City Clerk

By CLARK M. FOOTE, JR.

Deputy

(SEAL)

Plate No. S-812 S.D. & A. E. Ry. Co. San Diego, Calif.

6. Licensee shall indemnify and save harmless the Licenser from and against any and all loss, damage, liability, expense, claims and demands, of whatsoever character, direct or consequential, including injuries to employees of Licenser or to third persons, damage to property belonging to or in the custody or possession of Licenser or third persons, whether upon the property or right of way of Licenser, or elsewhere, caused directly or indirectly by the construction, renewal, relocation, operation, maintenance, presence or removal of said structure, adjuncts or appurtenances.

7. The Licensee shall assume all risk of damage to said structure and appurtenances and to any other property of said Licensee, or any property under the control or custody of the Licensee, while upon the property or right of way of Licenser, or in proximity thereto, caused by or contributed to in any way by the construction, operation, maintenance or presence of the line or lines of railroad of the Licenser or its or their present or future adjuncts or appurtenances, excepting loss or damage arising from fire caused solely by Licenser's negligence. Licensee does hereby release and agrees to indemnify and save harmless the Licenser from and against any and all liability for injuries or deaths suffered by Licensee or the agents or the representatives of the Licensee, or any other person or persons while engaged in the construction, maintenance, operation, replacement or removal of said structure and appurtenances, caused by or contributed to in any way by the construction, operation, maintenance or presence of the line or lines of railroad of the Licenser or its or their present or future adjuncts or appurtenances or caused in any other respect whatsoever, except as to liability for injuries or deaths arising from fire caused solely by Licenser's negligence.

8. In the event any work upon or in connection with said structure or its appurtenances to be done upon, beneath or adjacent to the tracks and property of Licenser should be let to Contractor by Licensee, such work shall not be begun until such Contractor shall have first entered into an agreement with Licenser, satisfactory to Licenser and indemnifying Licenser from and against all claims, demands, cost, loss, damage and liability, growing out of the performance of the work to be done by such Contractor, and such Contractor shall furnish, at no expense to Licenser, a good and sufficient reliable Surety Company bond in such amount as may be specified by Licenser for the faithful performance of all the terms, covenants, conditions and stipulations contained in said agreement to be entered into with Licenser by said Contractor, as here in this paragraph provided; the form of said bond to be satisfactory to Licenser.

9. Licensee will fully pay for all materials joined or affixed to said premises, and pay in full all persons that perform labor upon said premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at Licensee's instance or request.

10. In case Licenser shall bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, Licensee shall and will pay to Licenser reasonable attorney fees in addition to the amount of judgment and costs.

11. This agreement may be terminated by either party hereto by giving thirty (30) days' notice in writing to that effect.

12. Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

Approved as to form by J. F. DuPAUL
City Attorney

SAN DIEGO & ARIZONA EASTERN RAILWAY CO.
By H. R. GERNREICH
Vice Pres. & Gen. Mgr.

THE CITY OF SAN DIEGO, Licensee
(See Note)

By HARLEY E. KNOX, Mayor

Attest: FRED W. SICK, City Clerk

(SEAL)

Note: If an incorporated company, agreement should be executed by an authorized officer thereof and its seal affixed and attested by its Secretary, otherwise signatures should be witnessed by an employee of Licenser, if practicable; if not, by a disinterested party.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego & Arizona Eastern Railway Company; being Document No. 361358.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, That David F. Demarest d/b/as TUFFIBRE COMPANY of 130 Beekman Street, New York City, New York, as Principal and SEABOARD SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Eight Hundred Fourteen and no/100 Dollars (\$814.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

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

40,000# Grade AAA best quality, North Carolina Hickory broom fiber, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

TUFFIBRE COMPANY

By: David F. Demarest, Principal

WITNESS: Anthony W. Dean
Countersigned at San Francisco, 4-16-46
By: E. J. TORNEY
Edw. J. Torney, Resident Agent
WITNESS: M. T. Lynch

WITNESS: Harold H. Demarest, Ass't
SEABOARD SURETY COMPANY, Surety
By JOSEPH X. O'MALLEY (SEAL)
Joseph X. O'Malley, Attorney-in-Fact.

I HEREBY APPROVE the form of the within Bond, this 24th day of April, 1946.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 24th day of April, 1946.

F. A. RHODES, City Manager

STATE OF NEW YORK)
) ss.:
County of New York)

On this 12th day of April 1946, before me personally came Joseph X. O'Malley to me known to be an Attorney-in-Fact of SEABOARD SURETY COMPANY, the corporation described in the within instrument, and he acknowledged that he executed the within instrument as the act of the said SEABOARD SURETY COMPANY in accordance with authority duly conferred upon him by said Company.

Marjorie J. Ochse
Notary Public, New York County
New York Co. Clerk's No. 68, Reg. No. 100-0-8
Kings Co. Clerk's No. 54, Reg. No. 86-0-8
Queens Co. Clerk's No. 810, Reg. No. 59-0-8
Commission expires March 30, 1948

MARJORIE J. OCHES (SEAL)
Notary Public

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 12th 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 herein-after sometimes designated as the City, and DAVID F. DEMAREST, an individual doing business under the firm name and style of TUFFIBRE COMPANY, party of the second part, and herein-after sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 40,000 pounds Grade AAA best quality, North Carolina Hickory broom fiber, packed 100# per bale, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 359354.

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

40,000# Hickory broom fiber @ \$162.80 per ton \$3256.00
F.o.b. San Diego by rail.

Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within approx. six (6) weeks from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 19__.

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

Three Thousand Two Hundred Fifty-six Dollars (\$3256.00) including the California State Sales Tax.

Payment will be made for said material 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 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. 82844 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

DAVID F. DEMAREST, Contractor

d.b.a. TUFFIBRE COMPANY

HAROLD H. DEMAREST, Ass't Contractor

ATTEST: ANTHONY W. DEAN

I HEREBY APPROVE the form and legality of the foregoing contract this 24th 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 David F. Demarest d.b.a. TUFFIBRE COMPANY; being Document No. 361359.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

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

WHEREAS, Trepte Construction Company, a partnership is the owner of Lot E, Block 56, of New San Diego

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of April, by Trepte Construction Company that it will, for and in consideration of the permission granted to remove 20 feet of curbing on Union Street between Broadway and "E" Street adjacent to the above described property, bind itself to, and it hereby by these presents agree 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 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.

TREPTE CONSTRUCTION COMPANY

By WALTER TREPTE, Managing Partner

2001 Kettner Blvd.

San Diego, California

STATE OF CALIFORNIA,

} ss.

County of San Diego,

On this 24th day of April, A.D. Nineteen Hundred and Forty-six before me William Ferdinand Steigerwald, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Walter Trepte, known to me to be managing partner of Trepte Const. Co., and known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My Commission expires January 26, 1947

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

I HEREBY APPROVE the form of the foregoing agreement this 26th day of April, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 4 1946 25 min. past 10 A.M. in Book 2103 at page 443 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H I ERB

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

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 Trepte Construction Company; being Document No. 361365.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy

A G R E E M E N T

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

WHEREAS, Piggly Wiggly of San Diego, Inc. is the owner of Lot S 1/2 Lot C and N 15 ft Lot D, Blk 125, Horton's Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of April, 1946, by Piggly Wiggly of San Diego, Inc. that _____ will, for and in consideration of the permission granted to remove 15 feet of curbing on 8th Ave. between J and K Sts and being south 15 ft of above named Lot C 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 Piggly Wiggly of San Diego, Inc. heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

PIGGLY WIGGLY OF SAN DIEGO, INC. (SEAL)
By S. B. BEAUDRY, Sec'y-Treas.

PIGGLY WIGGLY of SAN DIEGO, INC.
By D. D. WILLIAMS
President & General Manager
306 8th Ave. P.O. Box 1030.
San Diego 12, Calif.

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

On this 12th day of April, 1946, before me, Emma Geradehand a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared D D Williams known to me to be the President and Gen.Mgr. and S. B. Beaudry known to me to be the the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) My Commission expires Oct 28th 1949
STATE OF CALIFORNIA, }
County of San Diego, } ss.

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

On this 12th day of April, A.D. Nineteen Hundred and forty six before me Emma Geradehand, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. D. Williams known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) My Commission expires October 28, 1949
STATE OF CALIFORNIA, }
County of San Diego, } ss.

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

I HEREBY APPROVE the form of the foregoing agreement this 26th day of April, 1946.
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 4 1946 25 min. past 10 A.M. in Book 2103 at page 442 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.
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 Piggly Wiggly of San Diego, Inc.; being Document No. 361372.

ERED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

A G R E E M E N T

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

WHEREAS, John F. Connors is the owner of Lot 10, Block 30, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 10 day of April, 1946, by John F. Connors that I will, for and in consideration of the permission granted to remove 25 ft feet of curbing on 1640 India between Date and and Cedar 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 my self 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 F. CONNORS
1646 India

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 26th day of April, 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 John F. Connors known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

I HEREBY APPROVE the form of the foregoing agreement this 26th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 4 1946 25 min. past 10 A.M. in Book 2103 at page 441 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H I ERB
ADDIELEE TIPTON HOAR
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 John F. Connors; being Document No. 361373.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis 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, R. W. Chadwick is the owner of Lot 3 & 4 Hoitts Add., Block 4, of Hoitts NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of April, 1946, by R. W. Chadwick that he will, for and in consideration of the permission granted to remove 20'0" feet of curbing on Market between Dodson and 30th 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.

R. W. CHADWICK
2970 Market St.

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 24 day of April, A.D. Nineteen Hundred and forty six before me A. R. Inhofe, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. W. Chadwick known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. R. INHOFE
Notary Public in and for the County of San Diego, State of California
My Commission expires January 6, 1950

I HEREBY APPROVE the form of the foregoing agreement this 26th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 4 1946 25 min. past 10 A.M. in Book 2103 at page 440 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H I ERB
ADDIELEE TIPTON HOAR
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Curb Removal Agreement from R. W. Chadwick; being Document No. 361374.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willis 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, A. Theodore Davidson and Effie V. Davidson are the owners of Lots one, two and three and of the unnumbered lots, lying south of the alley in Culverwell's Addition in the City of San Diego Block 16 of

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of April, 1946, by A. Theodore Davidson & Effie V. Davidson that they will, for and in consideration of the permission granted to remove thirty feet of curbing on Fifteenth Street between Market and G 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 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 A. Theodore Davidson and Effie V. Davidson & 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.

A. THEODORE DAVIDSON
EFFIE V. DAVIDSON
1488 Market St. San Diego, Calif.

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 16 day of April, A.D. Nineteen Hundred and 46 before me R. L. Eccles, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Effie V. Davidson A. Theodore Davidson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) R. L. ECCLES
My Commission expires Dec., 14, 1947 Notary Public in and for the County of San Diego, State of California
I HEREBY APPROVE the form of the foregoing agreement this 26th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED MAY 4 1946 25 min. past 10 A.M. in Book 2103 at page 439 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H I ERB
ADDIELEE TIPTON HOAR
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 A. Theodore Davidson et ux; being Document No. 361375.
FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy

UNDERTAKING FOR STREET LIGHTING
Talmadge Park Lighting District No. 4
KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two Hundred Twenty-Five and no/100 Dollars (\$225.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of April, 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 JEAN DRIVE, ADAMS AVENUE, MADISON AVENUE, MONROE AVENUE, 47TH STREET, EUCLID AVENUE, 48TH STREET, ESTRELLA AVENUE, 49TH STREET, MIRACLE DRIVE and LORRAINE DRIVE, within the limits and as particularly described in Resolution of Intention No. 82314, adopted by the Council on December 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) SAN DIEGO GAS & ELECTRIC COMPANY
ATTEST: R. C. CAVELL, Secretary By A. E. HOLLOWAY, Principal
Vice President in Charge of Sales

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

On this 17th day of April, A.D., 1946, before me, F. Harry LeBarron, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that he subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

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

(SEAL) F. HARRY LeBARRON
My Commission expires Jan. 14, 1949 Notary Public in and for said County and State.

(SEAL) THE CENTURY INDEMNITY COMPANY
By F. S. BOWERS
Surety Attorney-in-Fact
I HEREBY APPROVE the form of the foregoing Undertaking this 29th day of April, 1946.
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. 82911 passed and adopted on the 9th day of April, 1946, require and fix the sum of \$225.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of The City of San Diego

(SEAL)

CONTRACT FOR STREET LIGHTING

Talmadge Park Lighting District No. 4

THIS AGREEMENT, made and entered into this 30th day of April, 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: JEAN DRIVE, for its entire length; ADAMS AVENUE, for its entire length in Talmadge Park Estates; MADISON AVENUE, between the westerly and the easterly lines of Talmadge Park Estates; MONROE AVENUE, between the westerly and the easterly lines of Talmadge Park Estates; 47TH STREET, between the southerly line of Talmadge Park Estates and Adams Avenue; EUCLID AVENUE, between the southerly line of Talmadge Park Estates and Adams Avenue; 48TH STREET, between the southerly line of Talmadge Park Estates and Adams Avenue; ESTRELLA AVENUE, between the southerly line of Talmadge Park Estates and Adams Avenue; 49TH STREET, between the northerly and southerly lines of Talmadge Park Estates; MIRACLE DRIVE, for its entire length in Talmadge Park Estates; LORRAINE DRIVE, for its entire length in Talmadge Park Estates.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1946, to-wit, to and including March 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 Talmadge Park Lighting District No. 4", filed January 16, 1946, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Eight Hundred Ninety-seven and 60/100 Dollars (\$897.60) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Talmadge Park Lighting District No. 4 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Eight Hundred Ninety-seven and 60/100 Dollars (\$897.60) shall be paid out of any other fund than said special fund designated as "Talmadge Park Lighting District No. 4 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Eight Hundred Ninety-seven and 60/100 Dollars (\$897.60).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" and amendments thereto, 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 G. C. CRARY
CHARLES B. WINCOTE
PAUL J. HARTLEY
CHAS. C. DAIL
ERNEST J. BOUD
WALTER W. AUSTIN
Members of the Council

(SEAL)

ATTEST: FRED W. SICK, City Clerk

By A. M. WADSTROM
Deputy

I HEREBY APPROVE the form of the foregoing Contract, this 29th 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 Contract with San Diego Gas & Electric Company for Talmadge Park Lighting District No. 4; being Document No. 361388.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy

UNDERTAKING FOR STREET LIGHTING

University Avenue Lighting District No. 2

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four Hundred Eighty-Seven and no/100 Dollars (\$487.00), 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 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 FOURTH AVENUE, between the south line of Washington Street and the north line of Robinson Avenue; FIFTH AVENUE, between the south line of University Avenue and the north line of Robinson Avenue; UNIVERSITY AVENUE, between the east line of Third Avenue and the westerly line of Park Boulevard; CLEVELAND AVENUE, between the northerly line of University Avenue and the southerly prolongation of the east line of Lot 29, Block 187, University Heights; and NORMAL STREET, between the northerly line of University Avenue and a line parallel to and distant 54.00 feet northerly therefrom, 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.

(SEAL)

ATTEST: R. C. CAVELL, Secretary

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

(SEAL)

STATE OF CALIFORNIA,

} ss.

County of San Diego

THE CENTURY INDEMNITY COMPANY
By FRANKLIN T. HALE, Surety

On this 28th 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 29th day of April, 1946.

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. 82774 passed and adopted on the 19th day of March, 1946, require and fix the sum of \$487.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of the City of San Diego

(SEAL)

CONTRACT FOR STREET LIGHTING

University Avenue Lighting District No. 2

THIS AGREEMENT, made and entered into this 28th 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 streets in the City of San Diego, California, to-wit: FOURTH AVENUE, between the south line of Washington Street and the north line of Robinson Avenue; FIFTH AVENUE, between the south line of University Avenue and the north line of Robinson Avenue; UNIVERSITY AVENUE, between the east line of Third Avenue and the westerly line of Park Boulevard; CLEVELAND AVENUE, between the northerly line of University Avenue and the southerly prolongation of the east line of Lot 29, Block 187, University Heights; and NORMAL STREET, between the northerly line of University Avenue and a line parallel to and distant 54.00 feet northerly therefrom.

Such furnishing of electric current shall be for a period of one year from and including March 16, 1946, to-wit, to and including March 15, 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 University Avenue Lighting District No. 2", filed December 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 Forty-five and 80/100 Dollars (\$1,945.80) 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. 2 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the

Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Nine Hundred Forty-five and 80/100 Dollars (\$1,945.80) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Nine Hundred Forty-five and 80/100 Dollars (\$1,945.80).

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" and amendments thereto, 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 G. C. Crary
Charles B. Wincote
Paul J. Hartley
Chas. C. Dail
Ernest J. Boud
Walter W. Austin
Members of the Council

(SEAL)

ATTEST: FRED W. SICK, City Clerk
By A. M. Wadstrom, Deputy

I HEREBY APPROVE the form of the foregoing Contract, this 29th 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 Contract with San Diego Gas & Electric Company for University Avenue Lighting District No. 2.; being Document No. 361389.

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

By Helen M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, That S. F. NIELSEN, an individual doing business as the NIELSEN CONSTRUCTION COMPANY, 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 Four Thousand Six Hundred and no/100 Dollars (\$4,600.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of April, 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 an addition to the Memorial Recreation Building, at 2902 Marcey 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.

STATE OF CALIFORNIA }
County of San Diego } ss:

On this 22nd day of April in the year one thousand nine hundred and Forty-six, 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.

(SEAL)

My Commission expires Feb. 28, 1949

E. W. HIGGINS
Notary Public in and for San Diego County,
State of California

ATTEST: E. W. HIGGINS

S. F. NIELSEN, an individual dba
NIELSEN CONSTRUCTION COMPANY
Principal
UNITED STATES FIDELITY AND
GUARANTY COMPANY
Surety

(SEAL)

By R. VICTOR VENBERG
Attorney-in-fact

I HEREBY APPROVE the form of the within Bond, this 25th day of April, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 26 day of April, 1946.
F. A. RHODES
City Manager

KNOW ALL MEN BY THESE PRESENTS, That S. F. NIELSEN, an individual doing business as NIELSEN CONSTRUCTION COMPANY, 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 NINE THOUSAND TWO HUNDRED and no/100 Dollars (\$9,200.00), 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 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 22nd day of April, 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 an addition to the Memorial Recreation Building, at 2902 Marcey 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. 359695.

WHEREAS, the aforesaid penal sum of Nine Thousand Two Hundred Dollars (\$9,200.00), 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 by its proper officers, thereunto duly authorized, and their corporate seal to be hereunto affixed, the day and year first hereinabove written.

By S. F. NIELSEN, Principal
ATTEST: E. W. HIGGINS (SEAL) UNITED STATES FIDELITY AND GUARANTY CO., Surety
By R. VICTOR VENBERG
Attorney-in-fact

STATE OF CALIFORNIA }
County of San Diego } ss:

On this 22nd day of April in the year one thousand nine hundred and Forty-six, 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.

(SEAL) E. W. HIGGINS
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 25th day of April, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 26 day of April, 1946.
F. A. RHODES, City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 26 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 S. F. NIELSEN, an individual doing business as NIELSEN CONSTRUCTION COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The construction of an addition to the Memorial Recreation Building, at No. 2902 Marcey Street, in the City of San Diego, State of California, according to the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 359695, which plans and specifications are by this reference made a part of this Contract, the same as if here set forth in full.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Eighteen Thousand Four Hundred Dollars (\$18,400.00).

Said contractor agrees to commence said work within 30 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within 120 days from and

after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Eighteen Thousand Four Hundred Dollars (\$18,400.00), 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 or 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. 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 |

Foreman to receive not less than \$1.00 per diem above laborer.

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.

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.

"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 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 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 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.

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.

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.

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if he or any of his subcontractors should violate any of the provisions of this contract, the City may serve written notice upon him and his Surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate this contract, and, unless within 10 days after the serving of such notice, such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the City shall immediately serve written notice thereof upon the Surety and the contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within 15 days after the serving upon it of notice of termination does not perform the contract, the City may take over the work under the contract and prosecute the same to completion by contract or by any other method it may

deem advisable, for the account and at the expense of the contractor, and his surety shall be liable to the City for any excess cost or other damages occasioned the City thereby, and in such event the City may, without liability for so doing, take possession of and utilize in completing the contract, such materials, appliances, plant and other property belonging to the contractor as may be on the site of the project and necessary therefor.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 82845 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
S. F. NIELSEN an individual dba
NIELSEN CONSTRUCTION COMPANY

I HEREBY APPROVE the form and legality of the foregoing Contract this 25th 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 S. F. Nielsen dba NIELSEN CONSTRUCTION COMPANY; being Document No. 361392.

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

By Helen M. Willy Deputy

AGREEMENT FOR AMENDING AND MODIFICATION OF
AGREEMENT DATED JULY 1, 1945, BETWEEN THE
CITY OF SAN DIEGO AND CUDAHY PACKING COMPANY.

THIS AGREEMENT, made and entered into this 26th 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, hereinafter sometimes referred to as the "City," and THE CUDAHY PACKING COMPANY, a Maine corporation, party of the second part, WITNESSETH:

WHEREAS, The City of San Diego, as party of the first part, and The Cudahy Packing Company, as party of the second part, entered into an agreement on the 1st day of July, 1945, whereby said Cudahy Packing Company agreed to pay and has paid to the City the sum of \$10,000, to be applied toward the cost of extending a certain sewer main; the said sum of \$10,000 to be held by the City and not disbursed until a contract shall have been let for the construction of said extension of said sewer main, and to be returned to said Cudahy Packing Company if said contract for the construction of said extension of sewer main is not let on or before January 1, 1946; which said agreement is on file in the office of the City Clerk of said City under Document No. 354954; and

WHEREAS, said City and said party of the second part are mutually desirous of amending and modifying said agreement, by extending the time within which the City may let a contract for the construction of said extension of said sewer main to July 1, 1946;

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 agreement is hereby amended and modified in the following particular, and none other:

Paragraph (3), appearing on page 2 of said agreement, be, and the same is hereby amended so as to read as follows:

"(3) That the City will not disburse any part of said above mentioned sum unless and until a contract shall have been entered into by the City for the entire construction of said sewer, provided that if said contract is not entered into on or prior to July 1, 1946, any and all sums so paid to the City by the Company, as aforesaid, shall be immediately, subsequent to July 1, 1946, returned to the Company by the City."

All of the terms and conditions of said agreement of July 1, 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 party of the second part has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

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

(SEAL)
ATTEST: R. A. NORRIS

THE CUDAHY PACKING COMPANY
By C. A. BASTOW
Assistant Treasurer

I HEREBY APPROVE the form and legality of the foregoing Agreement this 26 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 Agreement amending and modifying Agreement dated July 1, 1945, with Cudahy Packing Company; being Document No. 361393.

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

By Helen M. Willy Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 23 day of April, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part; and EARL C. SHEA of the City of San Diego, party of the second part, WITNESSETH:

WHEREAS, The City of San Diego desires to make it possible to have the sale of food and soft drinks upon its recreation centers when events are being held thereon; and

WHEREAS, the party of the second part has ample equipment and is desirous of furnishing food and soft drinks at the recreation centers hereinafter named; NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I.

That The City of San Diego shall maintain control over all of its recreation centers hereinafter mentioned and agrees that the party of the second part shall have the right to sell foodstuffs and soft drinks as hereinafter set forth, at the following locations: HORACE MANN PLAYGROUND on Park Boulevard and Normal Street; UNIVERSITY HEIGHTS PLAYGROUND at 4044 Idaho Street; CENTRAL RECREATION CENTER, located at 41st Street between University Avenue and Polk Street; GOLDEN HILL RECREATION CENTER, located at 26th Street and Balboa Park; MEMORIAL PLAYGROUND, located at 28th and Logan Streets; MOUNTAIN VIEW PLAYGROUND located at 40th Street and Ocean View Boulevard; MORELEY FIELD (swimming pool area - north-east Balboa Park); PACIFIC BEACH - 1405 Diamond Street; OCEAN BEACH, Lot 1, Block 72 at Abbott and Newport Streets; OFFICERS' CLUB (Balboa Park) when available; and such other and further locations as may hereafter be agreed upon between the Superintendent of Recreation Centers and party of the second part;

IT IS UNDERSTOOD that the Recreation Department may request additional service at other locations or may require no concession service for certain specific dates, it being understood that the service is primarily for spectators at softball, baseball and other games and sports events to be held upon the various recreation centers herein named.

II.

IT IS AGREED that the prices to be charged for food stuffs and for soft drinks shall be as follows:

| | |
|-------------|------|
| Sandwiches | 20¢; |
| Hot dogs | 15¢; |
| Soft drinks | 10¢; |
| Peanuts | 10¢; |
| Popcorn | 10¢; |
| Ice Cream | 10¢; |
| Candy | 5¢; |
| Gum | 5¢; |

and any item not listed above shall be submitted to the Recreation Department for the establishment of a price and permission to sell before the same is sold to the public.

In the event that any of the above prices exceeds the maximum established by the OPA, they shall be reduced to conform to OPA ceilings and if anything sold by the party of the second part is not subject to an OPA ceiling, the market price of the same shall be fixed by the party of the first part.

III.

The party of the second part agrees to pay to the party of the first part twenty-one per centum (21%) of the gross revenue received from the sale of all foods and drinks or other articles sold under this contract, exclusive of the state sales tax and any other State or Federal tax.

IV.

At the close of each day of operation, the party of the second part agrees to clean up all trash and garbage in the immediate vicinity of his operations and dispose of the same or place it where the City trash and garbage collectors shall collect the same, to the satisfaction of the party of the first part.

V.

On Monday of each week, the party of the second part shall make payment to the party of the first part for the previous week's operation.

VI.

The City Auditor and Comptroller shall have the right to examine any and all financial records pertaining to the operation of the concessions under this agreement; party of the first part agrees to keep records in a manner that will adequately reflect all financial transactions of business carried on by him and shall make available to the City Auditor and Comptroller such records at any time as may be necessary for auditing purposes.

VII.

Party of the second part agrees at his own cost to secure and file with the City of San Diego policies of insurance written by Companies authorized to do business in the State of California, satisfactory to the City Manager of The City of San Diego; said insurance policies shall be kept in force throughout the period of this contract and in the event any such bond or insurance policy is cancelled or the Company which has written the same shall cease to be financially responsible to the satisfaction of the City Manager of the City of San Diego, then upon notice by the City of San Diego another insurance policy of same amount and written by a company satisfactory to the City Manager of said City shall be forthwith substituted therefor at the expense of the party of the second part. Said policies of insurance shall be as follows:

- (a) Policy of Workmen's Compensation Insurance covering all of the employees of said party of the second part;
- (b) Public Liability policy for \$5000/\$10,000 limits with The City of San Diego named as an additional assured to protect the City and its officers from liability imposed by Acts numbered 5149, 5150, 5618 and 5619 of Deering's General Laws covering the operation of the party of the second part, at each and all of the locations hereinabove named.

VIII.

Time is of the essence of all of the terms, conditions and provisions of this contract and shall any payment remain unpaid for a period of five (5) days after it becomes due, or should the party of the second part fail to keep and fulfill any of the terms, provisions and conditions of this agreement in the manner herein specified and should such failure continue for a period of ten (10) days after written notice thereof by the party of the first part to the party of the second part, then and in either of such events, the party of the first part at its option, at any time after the expiration of such respective time limits, and after notice having been given, may re-enter and take possession of the premises and each and every part thereof and terminate this agreement for the reason that said party of the second part has breached the same.

IX.

Said party of the second part agrees not to sell or permit the sale of any intoxicating liquor on any of the premises hereinabove mentioned nor to violate or permit the violation of any state law or city ordinance in the conducting of his business.

X.

The party of the second part covenants and agrees to indemnify and hold harmless the party of the first part, because of or by reason of the violation by the party of the second part, his agents or employees of any law, ordinance, rule or regulation affecting or

relating to the operation of said business, or because of any and all claims, suits, losses, damages or injuries to person or property of whatsoever kind and nature arising out of the operation of said business, or the carelessness, negligence or improper conduct of the party of the second part, his agents or employees and said party of the second part agrees to reimburse the City, its officers and agents for any and all expenses, costs and judgments arising therefrom.

XI.

The party of the second part agrees to refer all disputes to the City Manager of The City of San Diego and agrees to abide by his decision and at the request of the City Manager, and without the making of any specific charges, shall forthwith discharge any employee of the party of the second part, who is not satisfactory to The City of San Diego.

XII.

The length of time of this agreement shall be one (1) year from the date hereof, unless sooner terminated.

XIII.

This agreement may be renewed on a year to year basis at the option of the party of the first part but in no case shall the total length of time, including renewals, exceed five (5) years.

XIV.

Additional services not herein set forth may be furnished to the public if desired by the party of the second part but only under such terms and conditions as shall be satisfactory to The City of San Diego and subject to the approval of the City Manager.

XV.

This agreement may be terminated by either party upon giving fifteen (15) days written notice to the other party.

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. 83031 of the Council of said City, authorizing such execution, and said party of the second part has hereunto subscribed his name this 23 day of April, 1946.

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

EARL C. SHEA
Party of the second Part

I HEREBY APPROVE the form and legality of the within Agreement, this 23 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 from Earl C. Shea; being Document No. 361424.

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

By Helen M. Willig Deputy

A G R E E M E N T

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

WHEREAS, CHARLES LEADBETTER is the owner of Lots G-and-H, Block 74, of Hortons Addition NOW, THEREFORE, This AGREEMENT, signed and executed this 26 day of April, 1946, by CHARLES LEADBETTER that I will, for and in consideration of the permission granted to remove 20 feet of curbing on North Side of G st. between 9th and 10th 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.

CHARLES LEADBETTER
4521 - 52 St.

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

On this 26 day of April, A.D. Nineteen Hundred and Forty-six before me MABLE STOCKMAN, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared CHARLES LEADBETTER known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that He executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. 19, 1946

MABLE STOCKMAN
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 April, 1946.

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

RECORDED MAY 4 1946 25 min. past 10 A.M. in Book 2103 at page 438 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.

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 Charles Leadbetter; being Document No. 361444.

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

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Burdette J. Goff is the owner of Lot 15 & 16, Block 3, of Hillcrest
NOW, THEREFORE, This AGREEMENT, signed and executed this 23 day of April, 1946, by Burdette J. Goff that I will, for and in consideration of the permission granted to remove 38 feet of curbing on 19 ft. on Hillcrest Dr. 19 ft on Washington between Washington & Lewis 4th & 5th 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 agreement herein named.

BURDETTE J. GOFF
412 Washington

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

On this 22nd day of April, A.D. Nineteen Hundred and forty-six before me Dwight E. Stanford, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Burdette J. Goff known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) DWIGHT E. STANFORD
Notary Public in and for the County of San Diego,
My Commission expires Jan. 10, 1948 State of California

I HEREBY APPROVE the form of the foregoing agreement this 1st day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 10 1946 41 min. past 11 A.M. in Book 2109 at page 357 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Burdette J. Goff; being Document No. 361490.

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

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Michael and Norma Bechaver are the owners of Lot 6, Block 21, of Montemar Ridge (Unit #2)
NOW, THEREFORE, This AGREEMENT, signed and executed this 1st day of May, 1946, by Michael and Norma Bechaver that we will, for and in consideration of the permission granted to remove 18 feet of curbing on Malaga between Evergreen and Rosecrans 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.

MICHAEL BECHAVAR
NORMA BECHAVAR
3091 Malaga St.
San Diego, Calif.

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

On this 1st day of May, A. D. Nineteen Hundred and forty-six before me Frank Fieger, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Michael & Norma Bechaver 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 25, 1950

FRANK FIEGER
Notary Public in and for the County of San Diego,
State of California
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 10 1946 41 min. past 11 A.M. in Book 2109 at page 356 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
ELAINE C. ALLING
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Michael Bechaver et ux; being Document No. 361534.

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

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Michael and Norma Bechaver are the owner of Lot 8, Block 114, of Roseville

NOW, THEREFORE, This AGREEMENT, signed and executed this 1st day of May, 1946, by Michael and Norma Bechaver that we will, for and in consideration of the permission granted to remove 20 feet of curbing on Newell between Rosecrans and Locust 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.

MICHAEL BECHAVAR
NORMA BECHAVAR
3091 Malaga St.
San Diego, Calif.

STATE OF CALIFORNIA,)
County of San Diego) ss.
On this 1st day of May, A.D. Nineteen Hundred and forty-six before me Frank Fieger, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Michael & Norma Bechaver 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 25, 1950

FRANK FIEGER
Notary Public in and for the County of San Diego,
State of California
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 10 1946 41 min. past 11 A.M. in Book 2109 at page 355 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
ELAINE C. ALLING
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Michael Bechaver et ux; being Document No. 361535.

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

By Helen M. Willis Deputy

A G R E E M E N T

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

WHEREAS, Fred W. Simpson doing business as Carlson and Simpson is the owner of Lot North 31' of 8 and 9, Block 21, of Middletown Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of April, 1946, by Fred W. Simpson D.B.A. Carlson and Simpson that they will, for and in consideration of the permission granted to remove 30 feet of curbing on Union Street between Ash Street and Beech Street adjacent to the above described property, bind themselves to, and hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

FRED W. SIMPSON
Fred W. Simpson D.B.A. Carlson and Simpson
1409 State st. San Diego 1, Calif.

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 29th day of April, A.D. Nineteen Hundred and 46 before me F. R. Scidmore, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred W. Simpson D.B.A. Carlson and Simpson 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.

F. R. SCIDMORE

(SEAL)

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

My Commission expires Aug. 22, 1949

I HEREBY APPROVE the form of the foregoing agreement this 2nd day of May, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 10 1946 41 min. past 11 A.M. in Book 2109 at page 354 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

ELAINE C. ALLING

Copyist County Recorder's Office, 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 W. Simpson; being Document No. 361562.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

3-12-46
/f

MORENA RESERVOIR
AGREEMENT FOR OPERATING STORE AND PROVIDING CERTAIN
INCIDENTAL SERVICES TO THE PUBLIC BY CONCESSIONAIRE

WHEREAS The City of San Diego has and is now operating a recreational station at Morena Reservoir located on City owned property, and

WHEREAS it appears to be desirable that a concessionaire be secured whose function it will be to provide lunches, meals, soft drinks, beer, groceries, fishing tackle, bait, outboard motors, and other services to the public at prices consistent with the services rendered,

NOW, THEREFORE, it is agreed as follows:

That the City of San Diego maintain control over all activities at the Morena recreational station and vicinity.

The City employees will carry on all recreational activities excepting those functions which are assigned to the concessionaire, namely, operation of a store providing to the public lunches, meals, soft drinks, beer, groceries, fishing tackle, bait, outboard motors, etc.

The concessionaire will diligently and in a creditable manner supply these services to the public in conformity with general rules and regulations of the City of San Diego and at prices not exceeding O.P.A. ceilings. Where prices are not under O.P.A. they shall be approved by the City.

The bare store building with attached living quarters and the garage will be assigned to the concessionaire. He shall occupy these and keep them in good and creditable condition through the period covered by this agreement.

The concessionaire shall at his own expense provide and pay for the necessary utilities such as heat and light for the store and living quarters, except that water will be furnished by the City from the existing water system. The City of San Diego assumes no responsibility for the quality or quantity of water so supplied.

The concessionaire agrees that he will not install a bar, will not sell hard liquors, permit no dancing, or will not keep dogs or livestock, and that he will keep the premises within 50 feet of the buildings in neat and orderly condition, and that he will not cause or permit any unsightly condition to exist on the premises used by him.

The concessionaire at his own cost and expense will install suitable equipment and a reasonable stock of necessary supplies, secure his own permits, and comply with all applicable rules and regulations in force within the City of San Diego and County of San Diego.

The concessionaire agrees to sell and account for City recreation permits which will be provided by the City, consisting generally of permits or tickets for boating, fishing, hunting, and overnight camping.

Concessionaire further agrees to answer all telephone calls, relay call to City employees, take requests for reservations and make necessary replies thereto, and generally carry on the work in a manner acceptable to the City of San Diego.

The concessionaire agrees to supply to the public outboard motors for rent, which may be stored on the City's boat float and which may be on his request supplied to the customer by the City's personnel on the boat float. There shall be no responsibility on the City or its employees for damage or loss caused in handling outboard motors.

For the sale of City of San Diego permits and tickets and for work in connection with requests for reservations and information he shall be paid at the rate of two and one-half per cent (2-1/2%) of the gross sales of these tickets.

The concessionaire agrees to ring up on a cash register provided with adding tape all gross sales of merchandise, rentals, bait, soft drinks, beer, groceries, and general store merchandise and restaurant items and all other items of income at the Morena recreational area which are covered by the concessionaire and pay to the City thirty dollars (\$30.00) per month plus 6-1/2 per cent of the gross sales.

Prompt weekly accounting shall be made to a representative of the City for funds due the City from the sale of permits and tickets; and such funds shall be paid each Monday for the week ending the preceding Sunday, at the office of the City Treasurer, Civic Center

Building, San Diego, California.

Prompt monthly accounting for other funds due the City shall be made to a representative of the City and such funds due the City shall be paid monthly not later than the fifth day of the month for the preceding month at the office of the City Treasurer, Civic Center Building, San Diego, California.

The City of San Diego agrees not to provide any of the above services to the public, either by itself or through another agency, while this agreement is in force.

The concessionaire agrees to dispose of all waste products from his operations in the locations designated by the City and in a manner approved by the City. He shall not permit any nuisances, loud and boisterous activities, and in general shall not permit any activities objectionable to the City.

The concessionaire may operate a gasoline station and sell petroleum products desired by the visiting public. He may, however, not engage in any activities such as repair of automobiles, greasing, washing, or similar activities in connection with the operation of a gasoline service station.

The concessionaire further agrees that he will not advertise in any public medium of distribution and will in general carry on his activities to the satisfaction of the City Manager of the City of San Diego.

The City of San Diego assumes no responsibility for any losses or damages as a result of any of the activities of its employees, fire, theft, storm, rain, or acts of God.

The concessionaire shall have no claim against the City by virtue of closing of the station to recreational activities; however, if this should occur during the period of the lease, he shall be entitled to an equivalent extension of time of his lease.

The concessionaire agrees that upon termination of the lease he will promptly vacate the premises and leave them in good and clean condition, ordinary wear and tear excepted.

The concessionaire agrees to install his own equipment in the store and living quarters.

The concessionaire shall not sublet or sublease or assign any right or interest hereunder without approval of the City Manager.

Nothing in the agreement shall be construed as making the lessee the agent or employee of the City for any purpose, nor as creating between the City and the lessee a relation of partnership or joint adventure.

The concessionaire shall operate the concession throughout the period and on the days that Morena Reservoir is open to recreation as established or as may be established by ordinance or resolution of the Council.

The concessionaire shall operate the property in such manner as not to create or permit any nuisance thereon and any objectionable features shall immediately be removed upon notice from the City. The entire operation shall conform to the provisions of all Federal, State and Municipal law, ordinances and rules.

The concessionaire shall, at his own cost, secure and file with the City of San Diego the following bonds and policies of insurance, written by companies authorized to do business in the State of California and satisfactory to the City Manager of The City of San Diego. These bonds and insurance policies shall be kept in force throughout the period of the contract and in the event that any such bond or insurance policy is cancelled or that the company which has written the same shall cease to be financially responsible to the satisfaction of the City Manager of the City of San Diego, then upon notice by the City of San Diego another bond or insurance policy of similar amount and written by a company satisfactory to the City Manager of the City of San Diego shall be forthwith substituted therefor at the expense of the concessionaire. Said bonds and policies of insurance are as follows:

(a) A policy of Workmen's Compensation insurance covering all of the employees of said concessionaire;

(b) A faithful performance bond in the amount of \$5,000.

(c) A policy similar to that called an Owners', Landlords' and Tenants' Public Liability policy for \$10,000/\$50,000 limits with The City of San Diego named as an additional assured to protect the City and its officers from liability imposed by Acts numbered 5149, 5150, 5618, 5619 of Deering's General Laws, covering concessionaire's operation of Morena Reservoir concession.

Time is of the essence of all the terms, conditions and provisions of this concession; and should any rent remain unpaid for a period of five (5) days after it becomes due, or should the concessionaire fail to perform, keep or fulfill any of the other terms, provisions or conditions of the concession in the manner herein specified, and such failure on the part of the concessionaire should continue for ten (10) days after written notice thereof by the City to the concessionaire, then and in either of such events the City may, at its option, at any time after the expiration of said respective time limits and before such default is finally secured, re-enter and take possession of the premises and each and every part thereof and remove all persons and equipment therefrom, and/or terminate the concession agreement and all rights of the concessionaire thereunder.

The concessionaire shall not use, nor suffer or permit any person to use, in any manner whatsoever, the said premises, or any part thereof, or any building thereon, for any illegal, immoral or bawdy purposes, or for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, or of any ordinance, rule or regulation of the City now in effect or hereinafter enacted or adopted, and will protect, indemnify and forever save and keep harmless The City of San Diego, its officers and agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the concessionaire, his agents or employees.

The concessionaire shall within four (4) weeks after the termination of this concession remove all his personal property, goods, chattels and effects, and on failure so to do the concessionaire hereby authorizes the City as his agent to consider said property, goods, chattels and effects to be abandoned by said concessionaire and authorizes the said City to dispose of the said property in any manner whatsoever without incurring any liability therefor.

The concessionaire agrees that no representation as to the condition of the premises has been made by said City, and that the concessionaire has made a thorough inspection of said premises, and relies wholly on said inspection, and agrees to accept them in the condition existing on the date hereof. The concessionaire further agrees to return the premises to the City at the expiration or other termination of this concession agreement, in as good condition as when received, reasonable wear and tear and damage by the elements excepted.

All repairs, improvements, alterations, installations and construction in the premises shall be subject to the approval of the City Manager, and all improvements of a permanent nature in or to the premises shall revert to the City at the termination of this concession agreement.

The concessionaire agrees that should any building or structure upon the premises be damaged by fire or any other cause whatsoever to such a degree as to prevent the operation thereof to the satisfaction of the City Manager, then the City at its option may, on notice

in writing to the concessionaire, cancel and terminate this concession agreement so far as it applies to the operation of the building or structure so damaged or destroyed. If, however, such building or structure be damaged other than by fire as the result of some act or omission on the part of the concessionaire, his employees or agents, the concessionaire shall repair at his own cost and expense the building or structure so damaged, and upon the failure of the concessionaire to make such repairs the City may, as agent of the concessionaire, repair such damage at the cost and expense of the concessionaire.

The concessionaire shall not use or store, or permit to be used or stored, on the premises any substance, article or commodity in such a manner as to impair or render void any fire insurance upon any building or structure.

The concessionaire waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the leased premises, or by reason of any loss or impairment of light or current which may occur from time to time from any cause, or for any loss or damage sustained by the concessionaire resulting from war, fire, water, storm, civil commotion or riots; and the concessionaire waives all rights, claims and demands, and forever releases and discharges the said City and its officers and agents from any of said causes.

The concessionaire waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official, in the operation of said premises.

The concessionaire covenants to indemnify and hold harmless the City because of the violation by the concessionaire his agents or employees, of any law, ordinance, rule or regulation affecting or relating to the operation of said premises and/or because of any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, arising out of the operation of said premises, or the carelessness, negligence, or improper conduct of the concessionaire his agents or employees; and the concessionaire shall reimburse the City, its officers and agents for all expenses, costs or judgments arising therefrom.

If at any time during the term of this concession agreement any petition in bankruptcy shall be filed by or against the concessionaire, or the concessionaire shall be adjudicated bankrupt, or a receiver shall be appointed by any court of competent jurisdiction to take possession of the property of the concessionaire, or if the concessionaire shall make any assignment for the benefit of creditors, then this concession shall immediately cease, terminate and expire, and the City shall have the right to forthwith, by force or otherwise, re-enter the premises and the same to have, repossess and enjoy, without any liability for damages, anything in this concession to the contrary notwithstanding.

Upon default in the payment of any rent, the City may at its option forthwith enter the premises and operate the same as agent of the concessionaire, applying all income derived from the operation thereof, first, to the cost of operating and maintaining said premises; and, second, to the payment of any and all rent then due or thereafter to become due. The City shall also have such other remedies at law and in equity as are provided by the laws of the State of California.

The concessionaire shall refer all disputes to the City Manager of the City of San Diego, and shall abide by his decision; and at the request of the City Manager and without the making of any specific charges, shall forthwith discharge any employee of the concessionaire.

The length of time of this agreement shall be two years from date hereof.

This agreement may be cancelled by either party upon giving three months' notice to the other.

This agreement may be renewed on a year to year basis at the option of the City, but in no case shall the total length of time including renewals exceed five years.

Additional services not herein set forth may be furnished to the public if desired by the concessionaire but only under conditions satisfactory to the City and subject to approval by the City Manager.

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. 82877 of the Council of said City, authorizing such execution, and said concessionaire has hereunto subscribed his name this 3 day of April, 1946.

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

B. L. COMPARET, Witness

F. C. GILLET, Concessionaire

APPROVED as to form and legality, 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 Agreement for operating store concession at Morena Reservoir; being Document No. 361579.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willis Deputy

KNOW ALL MEN BY THESE PRESENTS, That R. C. ENGLISH and PETE SNYDER, a co-partnership, 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 Two thousand six hundred and twenty-five - - Dollars (\$2,625.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 1st day of May, 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 labor, material, equipment, transportation and services for the cleaning of that portion of the beach lying on the west side of Mission Beach between the north line of Pacific Beach Drive and the south line of San Luis Rey Place, and the west side of the seawall and the edge of the Pacific Ocean at low tide, in The City of San Diego, California; in accordance with the 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. C. ENGLISH
PETE SNYDER

(SEAL)

Principal
PACIFIC EMPLOYERS INSURANCE COMPANY
1033 South Hope Street
Los Angeles, California
By ROBERT F. DRIVER
Attorney-in-Fact

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 1st day of May, 1946, before me RICHARD M. BOWEN, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared ROBERT F. DRIVER known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

(SEAL) RICHARD M. BOWEN
Notary Public in and for the State of California,
County of San Diego
My Commission expires May 26, 1947

I HEREBY APPROVE the form of the within Bond, this 2 day of May, 1946.
J. F. DuPAUL, City Attorney
By MOREY S. LEVENSON
Assistant City Attorney

I HEREBY APPROVE the foregoing bond this 3rd day of May, 1946
F. A. RHODES, City Manager

KNOW ALL MEN BY THESE PRESENTS, That R. C. ENGLISH and PETE SNYDER a co-partnership, 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 Five thousand two hundred fifty Dollars (\$5,250.00), 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 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 May, 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 labor, material, equipment, transportation and services for the cleaning of that portion of the beach lying on the west side of Mission Beach between the north line of Pacific Beach Drive and the south line of San Luis Rey Place, and the west side of the seawall and the edge of the Pacific Ocean at low tide, 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.

WHEREAS, the aforesaid penal sum of Five thousand two hundred fifty dollars (\$5,250.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, its 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 principals have hereunto subscribed their names 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.

(SEAL)

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 1st day of May, 1946, before me RICHARD M. BOWEN, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared ROBERT F. DRIVER known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

(SEAL) RICHARD M. BOWEN
Notary Public in and for the State of California,
County of San Diego
My commission expires May 26, 1947.

I HEREBY APPROVE the form of the foregoing bond this 2 day of May, 1946.
J. F. DuPAUL, City Attorney
By MOREY S. LEVENSON
Assistant City Attorney

I HEREBY APPROVE the foregoing bond this 3rd day of May, 1946.
F. A. RHODES, City Manager

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 15th 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 R. C. ENGLISH and PETE SNYDER, co-partners, parties of the second part, and hereinafter sometimes designated as the Contractors, 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 contractors by said City, in manner and form as hereinafter provided, said contractors hereby covenant and agree to and with said City to furnish all labor, material, equipment, transportation and services for cleaning the following beach area in The City of San Diego, California, to-wit: That portion of the beach lying on the west side of Mission Beach between the north line of Pacific Beach Drive and the south line of San Luis Rey Place, and the west side of the seawall and the edge of the Pacific Ocean at low tide; all in accordance with the specifications therefor contained in Document No. 360449, on file in the office of the City Clerk of said City

Said contractors hereby agree to furnish all labor, material, equipment, transportation and services for cleaning the beach area above described for the sum of \$10,500.00.

The work under this contract shall begin on the 15th day of April, 1946, and continue to and including the 31st day of December, 1946.

Said City, in consideration of the furnishing of labor, material, equipment, transportation and services for cleaning said beach area by said contractors, 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 work by said City, will pay said contractors, in warrants drawn upon the proper fund of said City, the following sum, to-wit: Ten thousand five hundred fifty dollars (\$10,550.00); said sum to be paid as follows:

From April 15, 1946, to May 31, 1946, inclusive, and from October 1, 1946, to December 31, 1946, inclusive, at the rate of \$1,000.00 per month; and

From June 1, 1946, to September 30, 1946, inclusive, at the rate of \$1,500.00 per month

Said contractors further agree 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.

The work shall be performed in a manner satisfactory to the City Manager, or his authorized representative, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

Said contractors agree to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at contractors' 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 contractors further agree to furnish said City with a certificate of the insurance carrier with whom said contractors are carrying a policy of insurance, acknowledging full liability and covering all employees connected with the work specified in this contract, and insuring said contractors against loss or liability by reason of 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 contractors further agrees and covenants that neither said contractors, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractors shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractors, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

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

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

| <u>Trade or Occupation</u> | <u>Wage Per 8-Hour Day</u> |
|--------------------------------|----------------------------|
| Truck Driver, less than 6 tons | \$ 8.60 |
| Tractor Operator | 12.40 |
| Laborer | 8.00 |

Foremen to receive not less than \$1.00 per diem above laborer classification.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$8.00 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.

Said contractors agree that they will be bound by each and every part of this contract; and in the event said contractors 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, this agreement shall terminate and be of no force and effect.

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 contractors 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 resolution 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

R. C. ENGLISH
PETE SNYDER

Contractors

I HEREBY APPROVE the form and legality of the foregoing contract this 2 day of May, 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 \$10,500.00
Dated April 22, 1946

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego, California

To be paid out of Unappropriated Balance - Ordinance No. 3164
Memo R. C. English & Pete Snyder - Beach Cleaning
Res. No. 82989
Ord. No. 3164

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with R. C. English & Pete Snyder for Beach Cleaning; being Document No. 361587.

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

By Helen M. Willey Deputy

KNOW ALL MEN BY THESE PRESENTS, That W. J. RUHLE, as Principal and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA a corporation organized and existing under and by virtue of the laws of the State of CALIFORNIA as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED TWO and no/100 Dollars (\$802.00), lawful money of the United States of America, to be 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 April, 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 - 1946 Harley-Davidson motorcycles, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

W. J. RUHLE, Principal
LONDON & LANCASHIRE INDEMNITY COMPANY
OF AMERICA, Surety
By THEODORE M. FINTZELBERG
Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA COUNTY OF SAN DIEGO ss.

On this 29th day of April, 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.

AUDIE A. BECK

(SEAL)

Notary Public San Diego Co., California

NOTARY AFFIDAVIT
My Commission expires Aug. 31, 1949

I HEREBY APPROVE the form of the within Bond, this 2nd day of May, 1946.

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

I HEREBY APPROVE the foregoing bond this 3rd day of May, 1946.

F. A. RHODES, City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 29th 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 W. J. RUHLE, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 5 - 1946 Harley-Davidson motorcycles, 74 cu. in overhead valve model, equipped as specified in specifications therefor on file in the office of the City Clerk of said City under Document No. 360451.

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

| | |
|---|-------------------|
| 5 - 1946 Harley-Davidson motorcycles @\$655.12 ea | \$3,275.60 |
| State Sales Tax | 81.89 |
| Less allowance for wrecked Police motorcycle | \$3,357.49 |
| #541 | 150.00 |
| | <u>\$3,207.49</u> |

The price above quoted is 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 hereinbelow), the Office of Price Administration shall have placed in effect a higher legal ceiling price for said motorcycles 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 complete delivery of said material within ninety (90) days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Three Thousand Two Hundred Seven and 49/100 Dollars (\$3,207.49), including California State Sales Tax.

Payment will be made for said material 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 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 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. 82953 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

W. J. RUHLE, Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 2nd day of May, 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 W. J. Ruhle; being Document No. 361588.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into this 3rd day of May, 1946, by and between ALBERT L. GENTER, residing in Wyman Park Apartments in the City of Baltimore, Maryland, hereinafter referred to as the first party, and THE CITY OF SAN DIEGO, a municipal corporation within the County of San Diego, State of California, hereinafter referred to as the second party, WITNESSETH:

WHEREAS, the second party is engaged in the redesigning and enlargement of its existing sewage treatment plant; and

WHEREAS, said first party is, and hereby warrants that he is, the sole owner of the digester supernatant treatment process, registered with the United States of America as Patent No. 2,259,688, which said patent was granted to him on the 21st day of October, 1941; and WHEREAS, said first party warrants that he has entered into no exclusive license agreement, nor has he made any commitment which would prevent him from granting a license to The City of San Diego; and

WHEREAS, the said second party is desirous of availing itself of the use of said process covered by Patent No. 2,259,688, hereinbefore mentioned, and is further desirous of obtaining the right and privilege of utilizing the said digester supernatant treatment process for all-time, in accordance with the terms and provisions of said Letters Patent hereinabove mentioned;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, it is understood and agreed between the parties hereto as follows:

(1) Said first party does hereby license, authorize and permit The City of San Diego to use in its sewage treatment plant now being redesigned and enlarged the digester supernatant treatment process, in accordance with the specifications of Patent No. 2,259,688.

(2) Said first party further agrees to give such personal engineering advisory services relative to the examination of all installation drawings involving the use of said digester supernatant treatment process; enlargements of the sludge elutriation and vacuum filter systems, all as are necessary to put said process into satisfactory operation.

(3) For and in consideration of the use and license to use the process herein referred to the said second party shall cause to be paid to the first party the sum of two thousand dollars (\$2000.00), lawful money of the United States; said payments to be made in the following manner:

One thousand dollars (\$1000.00) within ninety (90) days after the due execution of this agreement; and one thousand dollars (\$1000.00) to be paid upon completion of the work of redesigning and enlargement of the said existing sewage treatment plant referred to herein.

(4) Said first party further agrees that the license to use the said digester supernatant treatment process covered by the aforesaid Patent shall be in full force and effect for the life of said Patent, upon the payment of the aforesaid sum of two thousand dollars (\$2,000.00) to the said first party, and that in consideration thereof the said first party agrees to hold The City of San Diego, its officers, agents, employees, and any contractors or sub-contractors engaged by it in the work described herein, free of any and all liability under said Patent No. 2,259,688, and from any and all claims for any infringement thereof, or of any dominating patents.

IN WITNESS WHEREOF, said party of the first part has hereunto subscribed his name, and The City of San Diego, party of the second part, has caused this instrument to be executed by its City Manager, pursuant to a resolution authorizing such execution, the day and year first hereinabove written.

ALBERT L. GENTER, First Party
THE CITY OF SAN DIEGO, Second Party
By F. A. RHODES, City Manager

STATE OF MARYLAND }
City of Baltimore } ss.

On this 1st day of May, 1946, before me personally came and appeared Albert L. Genter, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

MARIE S. BAUM Marie S. Baum
Notary Public

(SEAL)
My Commission expires May 5, 1947.

I HEREBY APPROVE the form and legality of the foregoing contract this 3rd day of May, 1946.

J. F. DuPAUL
City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER #121

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

Not to exceed \$2,000.00.
Dated May 2, 1946

J. McQUILKEN
R. W. GEFKE
Auditor and Comptroller of the City of San Diego, California

To be paid out of SEWAGE TREATMENT OUTLAY
Memo Albert L. Genter (Digester Supernatant Treatment Process & Personal Engineering Services.)
Res. No. 83020.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Albert L. Genter for use of Special Sewage Treatment Process; being Document No. 361589.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Wilby Deputy

A G R E E M E N T

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

WHEREAS, Helen L. Kong, is the owner of Lot North half of Lot J., & South half of Lot K, Block 67, of Horton's Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 23rd day of April, 1946, by Helen L. Kong, that she will, for and in consideration of the permission granted to remove 24 ft feet of curbing on 3rd between F & G, 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 agree that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

HELEN L. KONG
815 Anacapa Street
Santa Barbara, California

STATE OF CALIFORNIA,)
County of Santa Barbara) ss.

On this 1st day of May, A.D. Nineteen Hundred and Forty six, before me, Edward J. Trevey, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Helen L. Kong 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 Santa Barbara, County of Santa Barbara, State of California, the day and year in this certificate first above written.

(SEAL) EDWARD J. TREVEY
Notary Public in and for the County of Santa Barbara
State of California
My Commission expires Aug. 3, 1948

I HEREBY APPROVE the form of the foregoing agreement this 3rd day of May, 1946.

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

RECORDED MAY 10 1946 41 min, past 11 A.M. in Book 2109 at page 353 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 the above mentioned book.
ELAINE C. ALLING

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Helen L. Kong; being Document No. 361590.

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

By Helen M. Wilkey Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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. Nelson Jr., & Frances Kelton Nelson are the owners of Lot 8 Block, Block 54, of Roseville

NOW, THEREFORE, This AGREEMENT, signed and executed this sixteenth day of May, 1946, by Fred C. Nelson Jr., & Frances Kelton Nelson that they will, for and in consideration of the permission granted to remove (18) eighteen feet of curbing on Garrison St., between Olive and Plum adjacent to the above described property, bind themselves to, and they hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

FRED C. NELSON JR.
FRANCES KELTON NELSON
2451 1st Ave.,
San Diego 1, California

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

On this 16th day of May, A.D. Nineteen Hundred and Forty-six before me R. L. Eccles, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred C. Nelson Jr., & Frances Kelton Nelson 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) 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 22nd day of May, 1946.

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

RECORDED MAY 25 1946 35 min. past 9 A.M. in Book 2132 at page 425 of Official Records,

San Diego Co., Cal. Recorded at request of Grantee.

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

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

E. 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 Fred C. Nelson Jr. et ux; being Document No. 362136.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilkey Deputy

LEASE

THIS AGREEMENT, made and entered into this 16th day of May, 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 W. H. Daniels, R.F.D. #1, Box 44, Lakeside, California, hereinafter called the "Lessee", WITNESSETH:

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

All that portion of Tract B, Rancho El Cajon, according to the Partition Map made in the action entitled, "Isaac Lankershim, et al. v. A. M. Crane, et al.," described in the deed from the Gilchrist Estate Company, a corporation, to the City of San Diego, dated April 8, 1926, recorded May 11, 1926, in Book 1204 of Deeds, at page 354, et seq., in the office of the County Recorder of said County of San Diego, lying southerly and southeasterly from the following described line;

Commencing at a point on the east and west center line of Section 23, Township 15 South, Range 1 West, S.B.B.M., which bears East 221.45 feet from the center of said Section 23, said point of commencement being also a point on the south line of said tract of land described in said deed from the Gilchrist Estate Company to The City of San Diego; thence North 37° 39' East 2804 feet, more or less, to an intersection with an easterly line of tract of land described in said deed from the Gilchrist Estate Company to The City of San Diego.

ALSO, that certain piece or parcel of land described as "Parcel 1" in deed from Winchester Ranch Mutual Water Company, a corporation, to The City of San Diego, dated July 7, 1932, recorded in Book 129, at page 396, of Official Records, in the office of said County Recorder; containing in all an area of 35 acres of land, more or less.

Excepting from the above all public roads and highways and being subject to all easements and encumbrances of whatsoever nature.
For a term beginning on the 16th day of May, 1946, and ending on the 2nd day of April, 1948, at the following rentals: \$52.50 per year, being \$1.50 per acre per year, payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City.

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. 83181 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
W. H. DANIELS, Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 23rd day of May, 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 W. H. Daniels for portion of Tract B, Rancho El Cajon for stock grazing and agriculture; being Document No. 362210.

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

By Heber M. Willy Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 13th day of May, 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 deed 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 interest, 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:

| ALTA VISTA SUBURB, BLOCK C: | Date Sold to State | Certificate No. | Date Deeded to State | Deed No. |
|---------------------------------|-----------------------|--------------------|-------------------------|----------|
| Lots 15, 16 | 6/30/30 | 54208 | 8/1/35 | 1559 |
| Lots 39, 40 | 6/29/29 | 62549 | 8/1/34 | 11507 |
| Lots 41, 42 | 6/29/31 | 54145 | 7/1/36 | 2131 |
| ASHER'S CLOVER LEAF TERRACE: | | | | |
| Lots 1 and 2, Block 7, | 6/29/36 | 28265 | 7/8/41 | 11 |

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) May 13, 1946 | 2nd Payment (Anniversary Date of Agree- ment) May 13, 1947 | 3rd Payment (2nd Anniver- sary Date of Agreement) May 13, 1948 | Final Payment (Upon ex- ercise of Option) |
|---------------------------------|--|--|--|---|
| ALTA VISTA SUBURB, BLOCK C: | | | | |
| Lots 15, 16 | \$1.00 each | \$1.00 each | \$1.00 each | \$30.00 each |
| Lots 39, 40 | \$1.00 " | \$1.00 " | \$1.00 " | \$30.00 " |
| Lots 41, 42 | \$1.00 " | \$1.00 " | \$1.00 " | \$30.00 " |
| ASHER'S CLOVER LEAF TERRACE: | | | | |
| Lots 1 and 2, Block 7 | \$1.00 " | \$1.00 " | \$1.00 " | \$50.00 " |

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both, as the case may be, shall be 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 of said property~~, which lot, parcel or tract as of the date of this agreement, has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract

as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation, as of the date of this agreement, of the entire lot, parcel or tract.

5. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to Paragraph 3 hereof.

6. That this option is given The City of San Diego under the terms and conditions of Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 13th day of May, 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. 82956, adopted on the 16th day of April, 1946, the day and year first hereinabove written.

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

ATTEST:

J. B. McLEES, County Clerk and Ex-
officio Clerk of the Board of Supervisors
By MABEL AVERELL, Deputy

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. 3794.2R. & 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 May 7, 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 May 20th, 1946.

THOS. H. KUCHEL, Controller of
the State of California.
By CLARENCE H. SMITH, Deputy

APPROVED as to form
Date 5/8/46.

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

J. F. DuPAUL, City Attorney
By THOMAS J. FANNING
Deputy City Attorney:

Passed and adopted by the said Council of the said City of San Diego, California, this 16th day of April, 1946, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Hartley, Boud, Dail

NAYS - Councilmen: None

ABSENT-Councilmen: Austin, Mayor Knox

CHAS. C. DAIL
Vice 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
By HELEN M. WILLIG, Deputy

(SEAL) I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 82956 of the Council of the City of San Diego, California, as adopted by said Council April 16, 1946.

FRED W. SICK, City Clerk
By HELEN M. WILLIG, Deputy
Helen M. Willig

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax-Deeded Lands from County Board of Supervisors; being Document No. 362219.

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

By Helen M. Willig Deputy

NOTICE OF RENEWAL

API-2125 May 20, 1946

The City of San Diego
San Diego, California

Gentlemen:

You are advised that, under the terms of an option conferred upon this Department by the following instrument:

A lease, dated June 14, 1939, as amended, the terms and conditions of which provide for this notice and the leasing by you to the Government of a tract of land, containing 64.82 acres,

as more particularly described in said lease, located in San Diego, California, for the period beginning July 1, 1939, and ending June 30, 1940, subject to renewal thereafter in accordance with the terms thereof, all of the conditions and provisions of the said instrument are hereby extended to cover the period beginning July 1, 1946, and ending with June 30, 1947, inclusive.

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

Very truly yours,
TERRY J. McADAMS
Acting Chief, Office of Plant and Operations

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Renewal of Lease U.S. Dept. Agriculture for Experimental Station Torrey Pines; being Document No. 362282.

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

By Helen M. Willy Deputy

BOND NO. 114461

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 One Thousand One Hundred Sixty-five and no/100 Dollars (\$1,165.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of May, 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: 3 - Ford Deluxe Fordor Sedans and 1 - Ford Super Deluxe Station Wagon, 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:

H. J. SIEGLE - Secy-Treas.

BAY SHORE MOTORS

P. E. FRAZIER - Vice Pres.
Principal

STATE OF CALIFORNIA

ss.

County of Los Angeles

On this 15th day of May, 1946, before me personally came W. C. Phillips to me known, who being by me duly sworn, did depose and say: that he is Attorney-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

J. H. HARGREAVES

J. H. Hargreaves, Notary Public

(SEAL)

My Commission expires November 18, 1949

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

(SEAL)

THE TRAVELERS INDEMNITY COMPANY, Surety

By W. C. PHILLIPS

W. C. Phillips, Attorney-in-Fact

I HEREBY APPROVE the form of the within Bond, this 28th day of May, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 27 day of May, 1946.

F. A. RHODES, City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 27 day of May, 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: 3 - Ford Deluxe Fordor Sedans 100 H.P. Motors, 4 - 600 x 16 4 ply tires 114" W.B. One (1) windshield wiper only; 1 - Ford Super Deluxe Station Wagon 100 H.P. Motor, 4 - 600 x 16 6 ply tires 114" W.B.

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 360642.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices to-wit: 3 - Ford Deluxe Fordor Sedans @ \$1103.55 ea \$3310.65

1 - Ford Super Deluxe Station Wagon

1346.20
\$4656.85

Said prices include the California State Sales Tax.

On the basis of one or more units delivered per month,

Said contractor agrees to begin delivery of said material within _____ days from and

after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 1946, subject to strikes and delays beyond contractor's 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: Four Thousand Six Hundred Fifty-six and 85/100 Dollars (\$4656.85), inclusive of California State Sales Tax.

Payment for said equipment will be made 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 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 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. 83079 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.

(SEAL)

ATTEST:

H. J. SIEGLE - Secy-Treas.

I HEREBY APPROVE the form and legality of the foregoing contract this 28th day of May, 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 - Bay Shore Motors for Station Wagon and Sedans; being Document No. 362283.

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

By Helen M. Willig Deputy

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS SERVICE AGREEMENT

No. D-11,545

San Diego, California, May 7th, 1946.

CITY OF SAN DIEGO, SAN DIEGO, CALIFORNIA, hereinafter called the vendor, hereby agrees to furnish the service or rental as hereinafter set forth to the Department of Public Works, Division of Highways, and agrees to receive and accept as full compensation therefor the prices named in the following memorandum:

Furnish all labor, equipment, materials and supplies and perform the following work within State Highway right of way SD-77-SD, in the vicinity of Friars Road, located westerly from and opposite Station 85 to 86 ("N" Line).

As per attached plan, excavate and lower to the grade indicated, a section of a 16 inch cast iron water line. Water line to be bedded in the same manner as existed prior to disturbance, and backfill to be made with sand to 6 inches above the top of the pipe. Sand backfill to be placed in layers and thoroughly puddled before the top layer of earth is

placed; top layer to be compacted with air tampers.

Estimate of cost:

| | |
|---------------------|-----------|
| Labor and Materials | \$ 675.00 |
| Contingencies | 125.00 |
| Total | \$ 800.00 |

Total authorization under this agreement not to exceed \$ 800.00

This water line is the property of the U. S. Government, Federal Public Housing Administration, and is being lowered with the consent of the owner to a non-interfering grade with the improvement of State Highway SD-77-SD.

It is expressly agreed that all persons engaged on this work are employees of the vendor and that none are employees of the Department of Public Works of the State of California.

Further, the said Department of Public Works, Division of Highways, hereby agrees to said service terms as above set forth, and hereby agrees to pay the same; provided, that by mutual consent this agreement may be modified or terminated at any time.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the year and date first above written.

DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS

By R. L. BEUTHEL

District Office Engineer

CITY OF SAN DIEGO

By F. A. RHODES, City Mgr.

Vendor

APPROVED May 17, 1946

J. B. STANDLEY

Principal Assistant Engineer

Invoices in octuplicate to be mailed to the Division of Highways at the address indicated below.

Department of Public Works

Division of Highways

c/o E. E. Wallace, Dist. Engr.

1365 Harbor Street

San Diego, Calif.

Before undertaking any work on this line the vendor shall make arrangements with the State's Engineers and also with the representatives of the Federal Public Housing Administration as to the scheduled time for performing the work.

The vendor shall so conduct his operations as to not interrupt water service more than a 24 hour period.

Vendor shall coordinate his work with that of the State's contractors in order to avoid delay and interference with any of the construction operations.

Vendor shall be reimbursed for the actual cost of the work as herein described, plus 15% for administration and overhead.

The State hereby agrees to reimburse the vendor for the actual cost of the work herein provided for upon receipt of 8 copies of itemized bills. Said bills shall be compiled on the basis of cost and expense incurred and charged or allocated thereto by vendor in accordance with its regularly established practices. The books of the vendor shall be open to State and Federal auditors for the purpose of checking the charges rendered.

Services under this agreement shall be completed by June 30, 1946.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Service Agreement with State Division of Highways; being Document No. 362293.

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. C. SLAUGHTER, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twelve Hundred and Fifty - - Dollars (\$1250.00), lawful money of the United States of America, to be 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, administrators, executors, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of May, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings Nos. T-606, T-608, T-613, T-615 and T-617, located at Camp Callan, 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.

JIM C. SLAUGHTER, Principal

ATTEST: G. GORDON HURLBURT

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

By M. SHANNON

M. Shannon, Attorney in Fact
(SEAL)

ATTEST: J. HAWKINS

J. Hawkins

I HEREBY APPROVE the form of the within Bond, this 27 day of May, 1946.

J. F. DuPAUL, City Attorney

By MOREY S. LEVENSON

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 24th day of May, 1946.

F. A. RHODES, City Manager

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 21st day of May, 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 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 28, 1950

MARSTON BURNHAM

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

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 21st day of May, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. T-606, T-608, T-610, T-613, T-615, T-617, 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

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

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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 |
| Laborer | 8.00 |

Foreman to receive not less than \$1.00 above trade classification.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five 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 \$120.00 per building. That the total estimated cost of said work is \$10,000.00.

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 27 day of May, 1946.

J. F. DuPAUL, City Attorney
By MOREY S. LEVENSON
Assistant City Attorney

EXHIBIT A.

Specifications for wrecking buildings at Camp Callan, San Diego, California.

Contractor to wreck buildings for salvage of materials and not for tearing down of buildings.

Salvaged lumber to be defined as construction and finish lumber over four feet in length from which nails, bolts, plaster and other foreign materials have been removed. Lengths to be figured to the nearest standard dimension before occurrences of splits.

Construction lumber is defined as dimension, boards, planks and timber.

Finish lumber is defined as flooring, siding, Ponderosa pine and wood panels.

Lumber to be sorted for size, classification and length.

Lumber to be stacked on 4" x 4" blocks in piles suitable for lift truck handling.

All wrecking to be done subject to City inspection, and a minimum 60% recovery to be obtained. Any operation destructive of more than 40% of the lumber to be cause for The City of San Diego to order work stopped, methods of wrecking revised, or the contract cancelled.

Contractor to remove and assemble all plumbing, lighting fixtures, pipe conduit, BX, etc., and soil pipe to point of entry in the grounds. Soil pipe to be properly plugged approximately 4" above ground.

Windows and doors to be removed and stacked adjacent to lumber; hardware for doors to be tied to door knobs. Any plasterboard or wallboard which may be salvaged shall be stacked adjacent to doors and windows.

Where roofing is nailed in place and not mopped on, contractor to cut in back of nailed strip and save roofing where possible. Such roofing material to be stacked on end adjacent to stacks of lumber.

Work to be commenced within five days after signing of contract, and to be completed within thirty days after commencing work.

Contractor must be licensed to do business by the State of California.

Contractor will be required to furnish all equipment necessary for safe and proper wrecking of the buildings and shall employ all necessary safeguards to prevent injury to workman or others operating in the area.

Cement foundations or piers may be left where presently situated.

With the exception of supervisory help, workmen employed on the job must be residents of the San Diego area.

The buildings mentioned herein are two-story barracks type buildings containing gas fired heating units with hot air ducts. In addition these buildings contain gas fired hot water heaters and hot water banks.

The work includes the removal of hot air and hot water heaters and heating systems.

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER #136

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 June 11, 1946

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego,
California.

To be paid out of Camp Callan Acquisition Trust Fund (336)
Memo. J. C. Slaughter (To wreck bldgs. T606, 608, 610, 613, 615, 617)
Camp Callan

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Jim C. Slaughter for wrecking certain buildings at Camp Callan; being Document No. 362286.

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

By Frances T. Tatten Deputy

No. 4829310-A

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE & CONSTRUCTION CO., a corporation, as Principal and Fidelity and Deposit Company of Maryland a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twelve thousand eight hundred twenty-four Dollars (\$12,824.00), lawful money of the United States of America, to be 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 May, 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 labor, material, transportation and services for lowering and encasing portions of Eleventh Street Pipe Line near the intersection of Balboa Freeway and Date Street, and for installing about 900 feet of 30-inch reinforced concrete cylinder pipe and appurtenances at the intersection of Balboa Freeway and Friars Road, near the northerly side of Mission Valley, as per Schedules I and II, more particularly and in detail set forth in those certain plans and specifications contained in Document No. 361233, on file in the office of the City Clerk of said City; that true copies of said plans and specifications are attached to said contract, and by reference thereto incorporated therein and made a part thereof; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of Twelve thousand eight hundred twenty-four dollars (\$12,824.00), (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 CONDITIONS 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.

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 17th day of May, 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.

AMERICAN PIPE & CONSTRUCTION CO.
Principal.

By ROBERT EDWARDS
Vice-President
FIDELITY AND DEPOSIT COMPANY.
OF MARYLAND, Surety.

By W. M. WALKER
W. M. Walker - Attorney-in-Fact

ATTEST: J. M. McADAM, Secretary

ATTEST: THERESA FITZGIBBONS
Theresa Fitzgibbons, Agent
STATE OF CALIFORNIA, }
County of Los Angeles } ss.

On this 17th day of May, 1946, before me, S. M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. M. Walker, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) S. M. SMITH
Notary Public in and for the County of Los Angeles,
State of California

My Commission expires Feb. 18, 1950

I HEREBY APPROVE the form of the within bond this 27th day of May, 1946.

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

Approved by the City Manager of The City of San Diego, this 18 day of May, 1946.

G. E. ARNOLD
Acting City Manager
No. 4829310-A

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE & CONSTRUCTION CO., a corporation, as Principal and Fidelity and Deposit Company of Maryland, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Six thousand four hundred twelve Dollars (\$6,412.00), lawful money of the United States of America, to be 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 May, 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 labor, material, transportation and services for lowering and encasing portions of Eleventh Street Pipe Line near the intersection of Balboa Freeway and Date Street, and for installing about 900 feet of 30-inch reinforced concrete cylinder pipe and appurtenances at the intersection of Balboa Freeway and Friars Road, near the northerly side of Mission Valley, as per Schedules I and II, more particularly and in detail set forth in those certain plans and specifications contained in Document No. 361233, on file in the office of the City Clerk of said City; that true copies of said plans and specifications are attached to said contract, and by reference thereto incorporated therein and made a part thereof; 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 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 17th day of May, 1946, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

ATTEST: J. M. McADAM, Secretary

AMERICAN PIPE & CONSTRUCTION CO., Principal
By ROBERT EDWARDS, Vice-President

(SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety.

ATTEST: THERESA FITZGIBBONS (SEAL)
Theresa Fitzgibbons, Agent
STATE OF CALIFORNIA,)

By W. M. WALKER
W. M. Walker Attorney in Fact

County of Los Angeles) ss.

On this 17th day of May, 1946, before me, S. M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. M. Walker, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) S. M. SMITH
Notary Public in and for the County of Los Angeles,
My Commission expires Feb. 18, 1950 State of California

I HEREBY APPROVE the form of the within bond this 27th day of May, 1946.

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

Approved by the City Manager of The City of San Diego this 18 day of May, 1946.

G. E. ARNOLD
Acting City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 18 day of May, 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 AMERICAN PIPE AND CONSTRUCTION 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 all labor, material, transportation and services for lowering and encasing portions of Eleventh Street Pipe Line near the intersection of Balboa Freeway and Date Street, and for installing about 900 feet of 30-inch reinforced concrete cylinder pipe and appurtenances at the intersection of Balboa Freeway and Friars Road, near the northerly side of Mission Valley, as per Schedules I and II, more particularly and in detail set forth in those certain plans and specifications contained in Document No. 361233, on file in the office of the City Clerk of said City; that true copies of said plans and specifications are hereto attached, and by reference thereto incorporated herein and made a part hereof.

In consideration of the furnishing of said material and the construction and completion of the work by the contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the contractor herein undertaken and agreed upon, the contractor shall be paid at the prices stated in Bid Schedules I and II, attached hereto, and by reference thereto incorporated herein and made a part hereof; said payments to be made as follows:

Upon completion of said work, 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 days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California.

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

The contractor agrees that it will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by resolution.

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 it is not patentee, or which it is not entitled to use or sell.

The 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.

The work shall be conducted under the immediate supervision of the Hydraulic Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said 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 Hydraulic Engineer may be deemed necessary or expedient, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Said contractor agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at 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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said city, ten dollars 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 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 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 for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

| Trade or Occupation | Per Diem Rate 8 hours |
|-------------------------------------|-----------------------|
| Air Tool Operator | \$ 9.60 |
| Fireman and Oiler | 9.40 |
| Labor, unskilled | 8.00 |
| Power equipment operators: | |
| Air compressor | 10.40 |
| Bulldozer | 12.40 |
| Crane, derrick | 14.00 |
| Pumps | 10.40 |
| Roller | 12.00 |
| Trenching machine | 13.00 |
| Welder & fitter, pipe line | 14.00 |
| Welder & fitter's helper, pipe line | 9.20 |

Foreman to receive not less than \$1.00 per diem above labor 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 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 foregoing rates.

"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 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 probably duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

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

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract. If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed. If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed. 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 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 G. E. ARNOLD

Acting City Manager

AMERICAN PIPE & CONSTRUCTION CO.

By ROBERT EDWARDS, Vice-President

ATTEST: J. M. McADAM, Secretary

I HEREBY APPROVE the form and legality of the foregoing contract this 27th day of May, 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 American Pipe and Construction Co.; being Document No. 362400.

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 \$23.65 (Add. Enc. to Correct Cert. #130)

Dated June 11, 1946.

J. McQUILKEN

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

To be paid out of Water System Extension Bond (708)

Memo Link Belt Co. (Mech. Equip. at Alvarado Filtration Plant)

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 \$100,820.00

Dated May 24, 1946

J. McQUILKEN

R. W. GEFFE

Auditor and Comptroller of the City of San Diego, California

To be paid out of WATER SYSTEM BOND FUND (708)

Memo Link Belt Co. - Pacific Div. (Mech Equip at Alvarado Filtration Plant)

Bond No. RLA-1030

KNOW ALL MEN BY THESE PRESENTS.

That we, LINK-BELT COMPANY, a corporation, (Pacific Division) (hereinafter called the principal), as principal, and the SEABOARD SURETY COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of New York, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, (hereinafter called the Oblige) in the just and full sum of TWENTY-FIVE THOUSAND TWO HUNDRED FIVE AND NO/100THS Dollars (\$25,205.00) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed, with our seals and dated this 23rd day of May, A.D. 1946.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the the above named bounden principal entered into a contract with the said THE CITY OF SAN DIEGO, for furnishing and delivering Mechanical Equipment for mixing and settling basins for Alvarado Filtration Plant, a copy of which contract is or may be attached hereto, and is hereby referred to and made a part hereof.

NOW, THEREFORE, if all the equipment furnished by the above bounden principal shall perform as specified in the contract under the prescribed conditions, and the principal shall make good at its own expense any equipment found to be faulty or which does not meet the required specifications as determined within the testing period of one year then this obligation to be null and void; otherwise to remain in full force and effect. No right of action shall accrue under this bond to or for the use of any person other than the said Obligee.

APPROVED
Jun - 5 1946
F. A. RHODES, City Manager

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

On this 23rd day of May, in the year one thousand nine hundred and forty-six, before me, C. E. Kinninger, a Notary Public in and for said County and State, personally appeared Howard Siskel known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the SEABOARD SURETY COMPANY, and acknowledged to me that he subscribed the name of the SEABOARD SURETY COMPANY thereto as principal, and his own name as Attorney-in-fact.

(SEAL) C. E. KINNINGER
Notary Public in and for said County and State.
My Commission expires August 5, 1949
IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 23rd day of May, A.D. 1946.

Executed in triplicate

(SEAL)

O.K. to Form J. F. DuPAUL, City Attorney
By EDWARD H. LAW, Deputy City Attorney

LINK-BELT COMPANY, a corporation (Seal)
By: T. E. MIICK, Vice-Pres. (Seal)
(Pacific Division)
SEABOARD SURETY COMPANY
By HOWARD SISKAL
Howard Siskel, Attorney-in-Fact
APPROVED: F. A. RHODES
City Manager

KNOW ALL MEN BY THESE PRESENTS, That LINK-BELT COMPANY, a corporation, (Pacific Division), as Principal and Seaboard Surety Company a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-five thousand two hundred five Dollars (\$25,205.00), lawful money of the United States of America, to be 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 May, 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 The City of San Diego Mechanical equipment for mixing and settling basins for Alvarado Filtration Plant; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: W. H. THOMPSON (SEAL)

LINK-BELT CO. PACIFIC DIV.
T. E. MIICK, Vice Pres.
Principal
SEABOARD SURETY COMPANY, Surety
By HOWARD SISKEL
Attorney-in-Fact (SEAL)

I HEREBY APPROVE the form of the within Bond, this 28th day of May, 1946.
J. F. DuPAUL, City Attorney
By EDWARD H. LAW
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 28 day of May, 1946
F. A. RHODES
City Manager

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

On this 23 day of May, in the year one thousand nine hundred and forty-six, before me, Leland C. Friel, a Notary Public in and for said County and State, personally appeared Howard Siskel known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the SEABOARD SURETY COMPANY, and acknowledged to me that he subscribed the name of the SEABOARD SURETY COMPANY thereto as principal, and his own name as Attorney-in-fact.

(SEAL) LELAND C. FRIEL
Notary Public in and for said County and State.
My Commission expires Oct. 28, 1949

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 28 day of May, 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 LINK-BELT COMPANY, a corporation, (PACIFIC DIVISION), party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Mechanical equipment for mixing and settling basins for Alvarado Filtration Plant, more particularly and in detail set forth in those certain plans and specifications contained in Document No. 360709, on file in the office of the City Clerk of said City; true copies of which said plans and specifications are hereto attached, and by reference thereto incorporated herein and made a part hereof.

In consideration of the furnishing of said mechanical equipment by the contractor, according to the terms of this contract, and the faithful performance of all obligations and covenants by the contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, the Contractor shall be paid at the prices stated in Bid Schedules

I, II and III contained in the Notice to Bidders, Instructions and Conditions, Proposal and Bidding Sheets, Specifications and Drawings contained in said Document No. 360709; true copies of which are hereto attached, and by reference thereto incorporated herein and made a part hereof.

Price Adjustment Clause: The contract price is subject to adjustment for changes in labor or material costs, such adjustment to be determined in accordance with the following method:

A. Labor:

1. For the purpose of adjustment, the proportion of the contract price representing Labor is accepted as 35 per cent.
2. The above amount accepted as representing Labor will be adjusted for increases in labor costs, such adjustment to be based on the index of hourly earnings of the "Machinery & Machine Shop Products" manufacturing industry, compiled monthly by the U. S. Department of Labor, Bureau of Labor Statistics. The average of the monthly Labor index figures for the period from the date of the receipt of the Contractor's Proposal, May, 1946 (hereinafter referred to as the Base Month) to and including the month specified in the contract for final shipment will be computed and the percentage increase, if any, will be secured by a comparison of such average monthly Labor index figure with the Labor index figure for the Base Month. The adjustment for increases in Labor will be obtained by applying such percentage of increase, if any, to the amount of the contract price representing Labor, as indicated above, and the result will be accepted as an increase in the contract price.
3. If the average monthly Labor index figure computed as provided in paragraph 2 above is less than the Labor index figure for October, 1941, the percentage decrease of such average monthly Labor index figure from such October, 1941, figure will be computed. The adjustment for decrease in Labor will be obtained by applying such percentage of decrease to the amount of the contract price representing Labor, as indicated above, and the result will be accepted as a decrease in the contract price.

B. Material:

1. For the purpose of adjustment, the proportion of the contract price representing Material is accepted as 30 per cent.
2. The above amount accepted as representing Material will be adjusted for increases in material costs, such adjustment to be based on the index of wholesale prices for "Group VI Metals and Metal Products," compiled monthly by the U. S. Department of Labor. The average of the monthly Material index figures for the period from the Base Month to and including the month specified in the contract for final shipment will be computed and the percentage increase, if any, will be secured by a comparison of such average monthly Material index figure with the Material index figure for the Base Month. The adjustment for increases in Material will be obtained by applying such percentage of increase, if any, to the amount of the contract price representing Material, as indicated above, and the result will be accepted as an increase in the contract price.
3. If the average monthly Material index figure computed as provided in paragraph 2 above is less than the Material index figure for October, 1941, the percentage decrease of such average monthly Material index figure from such October, 1941, figure will be computed. The adjustment for decrease in Material will be obtained by applying such percentage of decrease to the amount of the contract price representing Material, as indicated above, and the result will be accepted as a decrease in the contract price.

C. General:

1. The adjustment to which the contract price is subject will be determined as provided for above, except:
 - (a) If shipment under this contract is extended more than three months from the contract date as a result of causes beyond the reasonable control of the Contractor, or because of fire, strike, civil or military authority, etc., the adjustment in contract price for changes in labor and material costs may at the option of the Contractor be based on the period from date of receipt of contractor's quotation to the date when complete shipment is made.
 - (b) If the contract is modified, resulting in a change in contract price or contract date of shipment, the adjustment will be modified accordingly.
2. In determining the adjustment in contract price, the percentage of increase or decrease in labor and material costs will be calculated to the nearest 1/10th of 1 per cent.
3. If for any reason the statistics compiled by the U. S. Department of Labor, and referred to above, are not available for use in connection with adjustment in the contract price, adjustment will then be made by means of similar indices. In such event, the selection of substitute indices will be made by mutual agreement of the parties to this contract.
4. Payment for increase or credit for decrease in the contract price, resulting from the above, will be deferred until the apparatus has been erected ready for operation.

D. Ceiling for Expenditures:

The total price shall not be increased under the foregoing price adjustment clause by more than twenty per cent (20%) over the original bid price.

"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 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 _____ 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. 83126 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

LINK-BELT CO. PACIFIC DIV. (SEAL)

T. E. MIICK, Vice-Pres.

Contractor

ATTEST: W. H. THOMPSON

I HEREBY APPROVE the form and legality of the foregoing contract this 27 day of May, 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 Link-Belt Company for furnishing Mechanical Equipment for mixing and settling basins at Alvarado Treatment Plant; being Document No. 362361.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

RENEWAL NOTICE

City of San Diego
San Diego, California

Dear Sirs:

Contract No. C6ca-1521 dated June 17, 1943 covering Beacon Site is hereby renewed pursuant to the terms thereof for the period beginning July 1, 1946 and ending June 30, 1947.

Annual rental \$1.00 Area 0.23 acres

Address or location of property Beacon Site No. 1, La Jolla, California on the San Diego-Los Angeles Airway.

In the event this property has been sold by you, or if you have changed your mailing address from that shown on this notice, this office should be advised immediately.

This renewal is contingent upon funds being appropriated by Congress for the payment of the rental.

Very truly yours,

G. W. HAMMOND

G. W. Hammond

Acting Executive Officer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal Notice from Civil Aeronautics Adm.; being Document No. 362404.

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 Two Thousand Two Hundred Twelve and no/100 Dollars (\$2,212.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 23rd day of May, 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 certain skylight and ventilator unit assemblies on Mission Beach Swimming Pool building roof, 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.

J. H. MULLEN

J. G. FERGUSON

Co-partners, doing business as

CALIFORNIA SHEET METAL WORKS - Principal

THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK - Surety

ATTEST:

B. C. FOTLAND

I HEREBY APPROVE the form of the within Bond, this 31st day of May, 1946.

By JOSEPH GELCHER
(Joseph Gelcher) Attorney

(SEAL)

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 1 day of June, 1946.

F. A. RHODES

City Manager

STATE OF CALIFORNIA

} ss.

County of San Diego

On this 23rd day of May in the year One Thousand Nine Hundred and Forty-six 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

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 Four Thousand Four Hundred Twenty-three and no/100 Dollars (\$4,423.00), lawful money of the United States of America, to be 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 23rd day of May, 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 certain skylight and ventilator unit assemblies on Mission Beach Swimming Pool building roof, 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. 360870.

WHEREAS, the aforesaid penal sum of Four Thousand Four Hundred Twenty-three and no/100 Dollars (\$4,423.00), 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.

J. H. MULLEN

J. G. FERGUSON, co-partners dba

CALIFORNIA SHEET METAL WORKS, Principal

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety

ATTEST: B. C. FOTLAND

(SEAL)

By JOSEPH GELCHER

(Joseph Gelcher) Attorney

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond, this 1 day of June, 1946.

F. A. RHODES, City Manager

STATE OF CALIFORNIA

} ss.

County of San Diego

On this 23rd day of May in the year One Thousand Nine Hundred and Forty-six 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

My Commission expires June 7, 1947

Notary Public in and for the County of San Diego

State of California

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 23rd day of May, 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. G. FERGUSON and J. H. MULLEN, 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 all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The installation of certain skylight and ventilator unit assemblies on Mission Beach Swimming Pool building roof, 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. 360870.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Eight Thousand Eight Hundred Forty-six Dollars (\$8846.00). Said price includes the California State Sales Tax.

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 ninety (90) days from and after the date of the execution of this contract, subject to delays beyond contractor's control.

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: Eight Thousand Eight Hundred Forty-six Dollars (\$8846.00), said payments to be made as follows: On or before the fifteenth day of each calendar month there shall be paid to the contractors 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 Manager. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release the contractors or 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 contractors 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 City Manager shall remain uncomplished. 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 contractors 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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of

Section 196 of the Charter of The City of San Diego.

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

The contractor further agrees that in the performance of the work contemplated by this contract 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 | 13.00 |
| Ornamental Iron Worker | 13.00 |
| Truck Driver, less than 6 tons | 8.60 |
| Carpenters | 12.00 |
| Millwrights | 13.60 |
| Laborers | 8.00 |

Foreman to receive not less than \$1.00 per diem above laborer 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 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.

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.

The contractors shall keep harmless and indemnify The City of San Diego, its officers and agents, from all damage, cost or expense that arises or 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 Contractors under this contract, of which they are not patentee, or which they are not entitled to use or sell.

If the contractors consider any work required of them to be outside the requirements of this contract, or considers any record or ruling of said 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. 83130 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

J. H. MULLEN

J. G. FERGUSON, co-partners, dba

CALIFORNIA SHEET METAL WORKS

I HEREBY APPROVE the form and legality of the foregoing Contract this 31st day of May, 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 California Sheet Metal Works for installing skylight and ventilator unit assemblies on Mission Beach Swimming pool building roof; being Document No. 362445.

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

By Francis T. Totten Deputy

PROJECT AGREEMENT - 1946 FISCAL YEAR

MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the city, and the Department of Public Works of the State of California, hereinafter referred to as the department,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 194 and Section 195 of the Streets and Highways Code, the department shall expend or cause to be expended within the cities of this State from the State Highway Fund an amount equal to the net revenue derived from one-quarter cent per gallon of tax on motor vehicle fuel, upon streets of major importance other than State highways as are agreed upon by the department and the legislative body of the city, in the proportion that the total population of each city bears to the total population of all cities in this State;

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the city and the department do hereby mutually agree as follows:

PROJECT I. PROJECT

The project and estimated expenditure therefor as listed hereinafter constitute the budget heretofore submitted by the city which has been, and is hereby, approved by the department:

| Project | Location | Miles | Description | Amount |
|---------|---|-------|---|------------|
| 13 | Washington Street from Tenth Street to El Cajon Boulevard | 0.7 | Acquire right of way Grade and pave Surveys and plans | \$5,500.00 |

ARTICLE II. SURVEYS AND PLANS

The department will make the surveys and plans designated in project 13.

ARTICLE III. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accruing under the provisions of Section 194 of the Streets and Highways Code, are available as follows:

| | |
|--|----------------------|
| Unexpended under Project 5 | \$ 23,639.25 |
| Unexpended under Project 6 | 45.00 |
| Unexpended under Project 7 | 2,539.78 |
| Unexpended under Project 9 | 3,167.25 |
| Accrued and unbudgeted to June 30, 1944 | 257,998.31 |
| Accrued during the fiscal year ending June 30, 1945 | 136,440.55 |
| Estimated to accrue during the fiscal year ending June 30, 1946 | 151,390.00 |
| Total | \$ 575,220.14 |

The amount of \$5,500.00 is budgeted to defray the cost of the work described in Article I.

The annual revenue and the amount provided for the project listed in Article I are estimated amounts. In the event that the actual revenue or the actual cost of the project differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

The department will pay the cost of the work described in Project 13 from the funds provided herein.

The amount provided for the project listed in Article I must not be exceeded, and no moneys may be expended except for the project listed in Article I without amending the budget by supplemental agreement. Such supplemental agreement shall be valid only when executed by the city and the department.

ARTICLE IV. FINAL REPORTS

The department will submit to the city a report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon streets of major importance.

Within sixty days after completion of each item of the budget described in Project 13, the department shall submit to the city a final report of expenditures made for such work.

ARTICLE V. MISCELLANEOUS PROVISIONS

No State officer or employee shall be liable for anything done or omitted to be done by the City in the performance of any work delegated to the City under this agreement. The City shall, in the event any claim is made against any State officer or employee by reason of such work, indemnify and hold harmless such officer or employee from any damage or liability by reason of any such claim.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 9th day of May, 1946, and the Department on the 23d day of May, 1946.

Approval recommended:
E. E. WALLACE, District Engineer

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

L. V. CAMPBELL
Engineer of City and Cooperative Projects

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
By J. B. STANDLEY
Principal Assistant Engineer

Approved as to form and procedure:
C. C. CARLETON
Chief Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for Expenditure of 1/4 cent Gas Tax for Streets of Major Importance, being Document No. 362434.

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 curb-

ing so removed, at such time as requested so to do by the City Council, and
WHEREAS, J. S. ARCHIBALD is the owner of Lots 79 & 80, Block 4, of Fleischers Addition
NOW, THEREFORE, This AGREEMENT, signed and executed this 24 day of April, 1946, by
J. S. ARCHIBALD that I will, for and in consideration of the permission granted to remove
12 feet of curbing on 10th between Johnson Ave. and Hayes Ave. adjacent to the above des-
cribed property, bind myself to, and I hereby by these presents agree to remove any drive-
way constructed in pursuance hereto, and to replace the curbing at such time as the City
Council of San Diego directs me so to do, and comply therewith at my own expense and with
no cost or obligation on the part of The City of San Diego.
And further agree that this agreement shall be binding on 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.

J. S. ARCHIBALD
4152 - 10th St.

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

On this 25 day of April, A.D. Nineteen Hundred and Forty-six before me Merna Le Page,
a Notary Public in and for said County, residing therein, duly commissioned and sworn,
personally appeared J. S. Archibald known to me to be the person described in and whose
name is subscribed to the within instrument, and acknowledged to me that he executed the
same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 3-18-47 State of California
I HEREBY APPROVE the form of the foregoing agreement this 29th day of April, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 10 1946 41 min. past 11 A.M. in Book 2116 at page 480 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 J. S. Archibald; being Document No. 361395.

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, Mrs. K. D. Armin is sole the owner of Lot Portion of 29 portion of 2 & 3 in
block 14 of Higgins Addition, Block 242, of University Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 30 day of April, 1946, by
Mrs. K. D. Armin that I will, for and in consideration of the permission granted to remove
10 feet of curbing on 1608 Herbert Place between Herbert street and Park Blvd. adjacent to
the above described property, bind her to, and she hereby by these presents agrees to re-
move 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 ex-
pense 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. K. D. Armin her 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. K. D. ARMIN
1608 - Herbert Pl.

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

On this 30 day of April, A.D. Nineteen Hundred and 46 before me Marguerite Trent, a
Notary Public in and for said County, residing therein, duly commissioned and sworn,
personally appeared Mrs. K. D. Armin known to me to be the person described in and whose
name is subscribed to the within instrument, and acknowledged to me that she executed the
same.

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

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Aug. 19, 1946 State of California
I HEREBY APPROVE the form of the foregoing agreement this 1st day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 10 1946 41 min. past 11 A.M. in Book 2116 at page 476 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 Mrs. K. D. Armin; being Document No. 361488.

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, DEL CORONADO CORPORATION, a corporation, is the owner of Lots Three (3) and Four (4), Block 233, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of April, 1946, by DEL CORONADO CORPORATION that it will, for and in consideration of the permission granted to remove 20 feet of curbing on Pacific Highway between Coutts and Wright adjacent to the above described property, bind itself to, and it hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on itself its 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.

(SEAL)

DEL CORONADO CORPORATION
By MARY LOUISE HOWES
Vice President
By EUGENE GLENN
Secretary
520 Bank of America Bldg.
San Diego 1, California

STATE OF CALIFORNIA

ss.

County of San Diego

On this 25th day of April in the year one thousand nine hundred and forty-six 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)

My Commission expires July 4, 1949

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

I HEREBY APPROVE the form of the foregoing agreement this 1st day of May, 1946.

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

RECORDED MAY 10 1946 41 min. past 11 A.M. in Book 2116 at page 476 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 Del Coronado Corporation; being Document No. 361489.

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 1 day of June, 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 EVELYN L. CAVENEE, 1010 Myrtle Way, San Diego 3, 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, described as follows:

NW 1/4 of the NE 1/4, NE 1/4 of the NW 1/4 E 1/2 of the NW 1/4 of the NW 1/4 and S 1/2 of the NW 1/4 of Section 20, Twp. 17 South, Range 4 East, S.B.B.M., consisting of 180 acres, more or less.

For a term of three (3) years, beginning on the 1st day of May, 1946, and ending on the 30th day of April, 1949, at the following rentals: Four Hundred Dollars (\$400.00) per year payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agree-

ments 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. 83174 of the Council, authorizing such execution, and said lessee has hereunto subscribed her name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager
EVELYN L. CAVENEER
Lessee.

I HEREBY APPROVE the form and legality of the foregoing Lease this 3rd day of June, 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 Evelyn L. Caveneer, being Document No. 362446.

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

By Francis T. Tatten Deputy

RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 5 of Government lease:

NOD-1957w. City of San Diego, Calif.,
Lessor, d. 4/1/41 covering approx. 32a.
land in San Diego, City, Calif., for Marine
Corps Rifle Range L5-67-SD

the United States of America elects to renew the said lease, as the same may have been amended, for the period of one year from and after June 30, 1946, and by these presents does renew, extend, and adopt the said lease and all the terms and conditions thereof for the period beginning July 1, 1946, and ending June 30, 1947.
Dated at Washington, D. C., May 31, 1946.

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

THE UNITED STATES OF AMERICA,
By WILLIS R. DUDLEY
By direction of the Chief of the
Bureau of Yards and Docks, acting
under the direction of the Secretary
of the Navy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with U.S.A. for Marine Corps Rifle Range; being Document No. 362464.

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

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC CLAY PRODUCTS COMPANY, 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, municipal corporation in the County of San Diego, State of California, in the sum of TWENTY-TWO THOUSAND THREE HUNDRED FIFTY-THREE Dollars (\$22,353.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of May, 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:

| | | | |
|--------|----------|-----|--|
| 976 | lin. ft. | 21" | extra strength vitrified clay sewer pipe |
| 10,424 | " | 24" | " " " " " " |
| 12,040 | " | 27" | " " " " " " |

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: WALTER S. ALEXANDER (SEAL)

PACIFIC CLAY PRODUCTS COMPANY
C. O. WINTERSGILL A. T. WINTERSGILL
Vice-President Principal
UNITED STATES FIDELITY AND GUARANTY
COMPANY
Surety

(SEAL) By D. W. COAKLEY
Its Attorney in Fact

STATE OF CALIFORNIA)
County of Los Angeles) ss:

On this 27th day of May in the year one thousand nine hundred and forty-six, before me, AGNES L. WHYTE a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared D. W. COAKLEY, known to me to be the duly authorized Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said D. W. COAKLEY duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

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

(SEAL) AGNES L. WHYTE
Notary Public in and for Los Angeles County, State of California
My Commission expires Feb. 26, 1949

I HEREBY APPROVE the form of the within Bond, this 3rd day of June, 1946.
J. F. DuPAUL, City Attorney
By B. L. Comparet
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 5 day of June, 1946.
F. A. RHODES
City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 27th day of May, 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 PACIFIC CLAY PRODUCTS 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:

| | |
|---|--|
| 976 lin. ft. 21" extra strength vitrified clay sewer pipe | |
| 10,424 " " 24" " " " " " " | |
| 12,040 " " 27" " " " " " " | |

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 360906.

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

| | | |
|-----------------------------|----------------------|--------------------|
| 976 lin. ft. 21" sewer pipe | @ \$2.492 per lin ft | \$ 2,432.19 |
| 10,424 " " 24" " " " | @ \$3.204 " " " | 33,398.50 |
| 12,040 " " 27" " " " | @ \$4.45 " " " | 53,578.00 |
| | | <u>\$89,408.69</u> |

Said prices do not include the California State Sales Tax, which Sales Tax Purchaser agrees to pay.

Said contractor agrees to begin delivery of 50% of said material within ninety (90) days from and after the date of the execution of this contract, and to complete said delivery of first 50% within 210 days; remaining 50% within 120 days from completion of delivery of first 50%.

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: Eighty-nine Thousand Four Hundred Eight and 69/100 Dollars (89,408.69), exclusive of California State Sales Tax, which tax purchaser agrees to pay.

Payment for said material will be made in accordance with purchase order and delivery.

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. 83144 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

PACIFIC CLAY PRODUCTS COMPANY,

By A. T. WINTERSGILL, Vice-President

A. T. WINTERSGILL

ATTEST: WALTER S. ALEXANDER (SEAL)

I HEREBY APPROVE the form and legality of the foregoing Contract this 3rd day of June, 1946.

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 \$91,643.91

Dated May 24, 1946

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego,
California

To be paid out of SEWER SYSTEM BOND FUND (707) #3

Memo Pacific Clay Products (Vitrified Clay Pipe)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Pacific Clay Products Company for furnishing vitrified clay sewer pipe; being Document No. 362531.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten 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 \$150.00

Dated June 18, 1946

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego, California

To be paid out of ORD 3137, Proj. #1

Memo Walter J. Willoughby, Personal services and advice on design and construction of Diorama - Mission Bay Development.

AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of June, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City", and WALTER J. WILLOUGHBY, WITNESSETH:

WHEREAS, it has been determined that a diorama of the proposed Mission Bay development should be constructed for exhibition purposes at various State and County fairs; and

WHEREAS, one of said fairs is to be held in the immediate future; and

WHEREAS, Walter J. Willoughby is an expert skilled in the art of designing and constructing dioramas and is willing and able to furnish advice and work in the design and construction of said diorama; NOW, THEREFORE,

The City hereby retains and employs said Walter J. Willoughby for the purpose of advising the Planning Director and his staff in the design and to construct a diorama of the proposed Mission Bay Development, beginning June 6, 1946 to and including the 28 day of June, 1946, and agrees to pay for said advice and employment the sum of One Hundred Fifty Dollars (\$150.00), payable upon the termination of this agreement.

Said Walter J. Willoughby agrees that during the life of this contract he will render his personal services to the City, under the direction of the Planning Director of said City, and will advise in the design and construction of said diorama and devote his full time thereto.

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. 83419 of the Council authorizing such execution, and the said Walter J. Willoughby has hereunto subscribed his name, the day and year in this agreement first above written:

THE CITY OF SAN DIEGO
By G. E. ARNOLD
City Manager
WALTER J. WILLOUGHBY

I HEREBY APPROVE the form and legality of the foregoing Agreement this 15th day of June, 1946.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Walter J. Willoughby for services re Mission Bay Development; being Document No. 362573.

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 27th day of May, 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. |
|---------------------------------|-----------------------|--------------------|-------------------------|----------|
| BERKELEY HEIGHTS BLOCK 2: | | | | |
| Lots 2 and 3 (exc. street) | 6/30/30 | 62021 | 8/1/35 | 1944 |
| Lots 18 and 19 (exc. street) | 9/1/33 | 71302 | 7/1/38 | 4051 |

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) | 2nd Payment (Anniversary Date of Agree- ment) | 3rd Payment (2nd Anni- versary Date of Agreement) | Final Payment (Upon ex- ercise of Option) |
|---------------------------------|--|--|--|---|
| BERKELEY HEIGHTS BLOCK 2: | | | | |
| Lots 2 and 3 (exc. street) | \$2.00 each | \$2.00 each | \$2.00 each | \$50.00 each |
| Lots 18 and 19 (exc. street) | \$1.00 each | \$1.00 each | \$1.00 each | \$25.00 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 27th day of May, 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. 83069, adopted on the 30th day of April, 1946, the day and year first hereinabove written.

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

(SEAL)
ATTEST:
J. B. McLEES, County Clerk and
Ex-officio Clerk of the Board
of Supervisors.
By EDITH SIDDALL
Deputy

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 May 17, 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 May 31st, 1946.

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

APPROVED as to form
Date 5/21/46.
THOMAS WHELAN, District Attorney
in and for the County of San Diego,
State of California.
By CARROLL H. SMITH, Deputy
Date May 10, 1946.
J. F. DuPAUL, City Attorney
By THOMAS J. FANNING
Deputy City Attorney

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax-Deeded Lands from County Board of Supervisors; being Document No. 362580.

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 27th day of May, 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:

| | <u>Date Sold to State</u> | <u>Certificate No.</u> | <u>Date Deeded to State</u> | <u>Deed No.</u> |
|---|-------------------------------|----------------------------|---------------------------------|-----------------|
| LOGAN PARK: Lots K and L, Block 2, SEAMAN & CHOATE'S Undivided 1/2 of Lots 24 to 27, Block 287, Undivided 1/2 of Lots 24 to 27, Block 287, | 6/29/31 | 44705 | 7/1/36 | 1832 |
| | 6/29/31 | 12957 | 7/1/36 | 701 |
| | 6/29/31 | 12958 | 7/1/36 | 702 |

Lots 22 to 24,
Block 309

6/29/27
6/29/31

52383
13026

8/10/32
7/ 1/36

4013
722

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) | 2nd Payment (Anniversary Date of Agreement) | 3rd Payment (2nd Anni- versary Date of Agreement) | Final Payment (Upon ex- ercise of Option) |
|---|--|--|--|---|
| LOGAN PARK: Lots K and L, Block 2, | \$1.00 each | \$1.00 each | \$1.00 each | \$10.00 each |
| SEAMAN & CHOATE'S Undivided 1/2 of Lots 24 to 27, Block 287, | \$.50 each | \$.50 each | \$.50 each | \$ 5.00 each |
| Undivided 1/2 of Lots 24 to 27, Block 287, | \$.50 each | \$.50 each | \$.50 each | \$ 5.00 each |
| Lots 22 to 24, Block 309, | \$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 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 27th day of May, 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. 83015, adopted on the 23rd day of March, 1946, the day and year first hereinabove written.

(SEAL)
ATTEST:
J. B. McLEES, County Clerk and Ex-officio
Clerk of the Board of Supervisors
By EDITH SIDDALL
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 May 17, 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 June 6th, 1946.

THOMAS H. KUCHEL, Controller of
the State of California.
By BERT FOSTER
Deputy

APPROVED as to form
 Date 5/21/46.
 THOMAS WHELAN, District Attorney
 in and for the County of San Diego,
 State of California.
 By CARROLL H. SMITH, Deputy
 Date May 10, 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 from County Board of Supervisors; being Document No.
 362581.

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

By Francis T. Tatten Deputy

Appropriation: 1770803 Maintenance, Bureau of Supplies and Accounts, 1947, Expend. Acct.,
 Obj. classification 051.
 Requisition: S&A Bureau 8000-47.

SUBJECT TO AN APPROPRIATION BY THE CONGRESS
 RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 5 of Government lease:
 N0d-1290w. City of San Diego, Calif., Lessor, d.10/25/39 covering approx. 32.93a. in Balboa
 Park, Calif., for add'l facilities for Naval Hospital L5-27-SD-1: the United States of
 America elects to renew the said lease, as the same may have been amended, for the period of
 one year from and after June 30, 1946, and by these presents does renew, extend, and adopt
 the said lease and all the terms and conditions thereof for the period beginning July 1,
 1946, and ending June 30, 1947.

Dated at Washington, D. C., May 31, 1946.

The City Manager
 City of San Diego,
 San Diego, Calif.

THE UNITED STATES OF AMERICA,
 By WILLIS R. DUDLEY
 By direction of the Chief of the
 Bureau of Yards and Docks, acting
 under the direction of the Secretary
 of the Navy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
 Notice of Renewal of Lease with U.S.A. for additional area in Balboa Park adjacent to
 Naval Hospital; being Document No. 362601.

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

By Francis T. Tatten Deputy

State of California Department of Public Works No. 119,152
 Division of Highways
 ENCROACHMENT PERMIT

To The City of San Diego,
 Water Department,
 Civic Center,
 San Diego, Calif.
 Division of Development and Conservation,
 Attention: Fred D. Pyle Hydraulic Engineer

San Diego, California
 May 22, 1946

In compliance with your request of April 17 1946 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 construct a 30" diameter concrete cylinder pipe water line
 within the right of way of Balboa Freeway, State Highway Road XI-SD-77-SD at Friar's Road,
 as shown on drawing WD 791, File No. 3479 and attached specifications dated March 23, 1946.

Granted also to lower and encase in concrete an existing reinforced 31" diameter
 concrete cylinder pipe water line within Balboa Freeway at Date Street and construct an air
 release assembly, access manhole and incidental devices, all as shown on drawing WD-790
 File No. 3478 and attached specifications, dated March 23, 1946.

All work shall be coordinated with that of the State Highway Contracts (in Pro-
 gress) to avoid delay to the State's contractors and possible disturbance of finished
 surfaces.

Specifications for backfill are attached.

Grades and elevations shall be checked with the State Resident Engineers, J. F.
 Jorgensen (Date Street portion) and H. F. Caton (Friars Road portion).

All work, materials, backfill, grades, elevations, pavement and surface repair and
 warning and safety devices shall be satisfactory to the State.

Your attention is called to the General Provisions numbered 1-27, 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 Sept. 1 1946

CC:GTM:HSC:JORGENSEN:CATON:EES:PERMITTEE-2

DEPARTMENT OF PUBLIC WORKS
 DIVISION OF HIGHWAYS
 G. T. McCOY

State Highway Engineer
 By E. E. WALLACE
 District Engineer

Original signed by E. E. Wallace

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
 Encroachment Permit from the State Division of Highways for pipe line in Balboa Freeway at
 Friar's Road; being Document No. 362634.

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

By Francis T. Tatten Deputy

State of California Department of Public Works
DIVISION OF HIGHWAYS
ENCROACHMENT PERMIT

No. 119,195

To
The City of San Diego,
Water Department,
Division of Development and Conservation,
San Diego, Calif.
Attention: Fred D. Pyle, Hydraulic Engr.

San Diego, California
June 1 1946

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 construct three diagonal crossings of a high pressure steel pipe or reinforced concrete cylinder pipe water line in State Highway Road XI-SD-198-B, as shown on drawings WD-754 and WD-755, Sheets 17, 22 and 31 and except as further described and required herein.

The depth of the pipe at the Prospect Avenue crossing shall be such that there will be not less than 6' earth cover over the pipe at the highway gutters.

Trees within the highway right of way shall not be removed or injured, except that two pepper trees west of River Street at the valve chamber and pipe crossing may be removed if necessary.

Detail drawings of the valve chamber (immediately west of River Street) shall be submitted to and approved by the State before construction proceeds. The entire top of the chamber shall be below highway shoulder grade so as to allow machine maintenance of the shoulder without obstruction. The manhole cover shall be placed as far north as possible. The chamber and cover shall be constructed sufficiently strong to safely sustain all highway loads.

Attention is directed to printed provision No. 13 regarding removal of the facilities when and if required for highway construction, reconstruction or maintenance.

The crossings of the highway shall be made in not over one-half the width of the pavement at one time, by trenching, after first providing adequate detours of sufficient width for two 10' wide travel lanes and of satisfactory alignment and grade to carry two-way traffic safely around the disturbed highway. The detours shall be of compacted earth with surface sprinkled and well maintained continuously until the disturbed highway is fully repaired. After completion of the work, the detours shall be removed and the highway cleaned and left in normal condition.

Adequate barricades, flagmen, and lights shall be used to protect the public until the work is completed and the surface entirely repaired.

There shall be a flagman on duty at each crossing day and night continuously as long as the highway traveled way is disturbed.

Specifications for backfill and pavement repair are attached.

All work, backfill, oil surface and pavement repair and warning and safety devices shall be satisfactory to State Highway Maintenance Superintendent, Mr. Morris Mitchell of San Diego.

The City of San Diego is exempt from bond, but in accepting this permit agrees to properly safeguard traffic.

The State Highway Maintenance Superintendent shall be notified before the pavement is cut.

No more pavement shall be cut than is positively necessary to accomplish the work.

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

Care shall be used to avoid interference with existing underground facilities.

Your attention is called to the General Provisions numbered 1-27, 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 Dec. 31 1946

CC:GTM:HSC:MM:Permittee-2

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
G. T. McCOY
State Highway Engineer
By E. E. WALLACE
District Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Encroachment Permit from State Division of Highways for 3 diagonal crossings of El Monte Pipe Line; being Document No. 362635.

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

By James T. Tatten Deputy

LE A S E

THIS AGREEMENT, made and entered into this 1 day of May, 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 City Manager thereof, as Lessor, and O. R. LUDVICKSON, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 10 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 6th day of March, 1946, and ending on the 5th day of March, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 1 day of May, 1946.

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

City Manager

O. R. LUDVICKSON, Lessee

Tennyson 29

Mexico D. F.

I HEREBY APPROVE the form and legality of the foregoing Lease this 6th day of May, 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 O. R. Ludvickson; being Document No. 361643.

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 2 day of May, 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 City Manager thereof, as Lessor, and C. M. POTTS, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 13 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 22nd day of March, 1946, and ending on the 21st day of March, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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.

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 2 day of May, 1946.

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

City Manager

C. M. POTTS, Lessee

2117 Logan Ave.

San Diego, Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this 6th day of May, 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 C. M. Potts; being Document No. 361644.

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. B. Williams is the owner of Lots 29 and 30, Blk. 17, Block 17, of Bird Rock City;
NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of April, 1946, by J. B. Williams that he will, for and in consideration of the permission granted to remove 16 feet of curbing on La Jolla Blvd. between Camino de la Costa and Bird Rock Ave., adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.
And further agrees that this agreement shall be binding on J. B. Williams heirs 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. B. WILLIAMS
5786 La Jolla Blvd.

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

On this 29 day of April, A.D. Nineteen Hundred and forty-six, before me, C. E. Pickles, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. B. Williams known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego 9, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) C. E. PICKLES
My Commission expires Mar. 21, 1950 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 May, 1946.
J. F. DUPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 13 1946 3 min. past 10 A.M. in Book 2112 at page 461 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 J. B. Williams; being Document No. 361674.

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. PETERSON and HELEN S. PETERSON are the owners of Lot 2, Block 233 of Middletown, Block 233, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of May, 1946, by J. H. PETERSON and HELEN S. PETERSON that we will, for and in consideration of the permission granted to remove 20 feet of curbing on Pacific Highway between Bandini Street and Coutts 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 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.

J. H. PETERSON
HELEN S. PETERSON
3670 Coutts St. San Diego 1, Calif.

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

On this 3rd day of May, A.D. Nineteen Hundred and Forty-six before me CONSTANCE G. BECHTEL, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. H. PETERSON AND HELEN S. PETERSON 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) CONSTANCE G. BECHTEL
My Commission expires Mar. 26, 1950 Notary Public in and for the County of San Diego, State of California

I HEREBY APPROVE the form of the foregoing agreement this 7th day of May, 1946.
J. F. DUPAUL, City Attorney
BY HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 13 1946 3 min. past 10 A.M. in Book 2112 at page 459 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 J. H. PETERSON et ux; being Document No. 361681.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That SOUTHERN PIPE & CASING COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND SEVEN HUNDRED SEVENTY and no/100 Dollars (\$3,770.00), lawful money of the United States of America, to be 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 May, 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: 4000 lin. ft. steel plate pipe, 20" inside diameter, 30' lengths, delivered at Chollas Station, 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:

R. L. MANDY

Ass't Secretary

SOUTHERN PIPE AND CASING COMPANY

D. A. STROMSOE

Vice President Principal

UNITED STATES GUARANTEE COMPANY

Surety

By A. A. CHRISTIAN

A. A. CHRISTIAN, Attorney-in-fact
(SEAL)

STATE OF CALIFORNIA

ss.

County of Los Angeles

On this 1st day of May, in the year nineteen hundred and Forty six, 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 A. A. CHRISTIAN, known to me to be the Attorney in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

My Commission expires Feb. 2, 1947

Notary Public in and for the County of Los Angeles,
State of California.

I HEREBY APPROVE the form of the within Bond, this 3rd day of May, 1946.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 6th day of May, 1946.

F. A. RHODES

City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 30th 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 SOUTHERN PIPE AND CASING COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 4,000 lin. ft. steel plate pipe, 20" inside diameter, 30' lengths, delivered at Chollas Station, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 360289.

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

4,000 lin. ft. at \$3.77 per ft \$15,080.00

Said price includes the California State Sales Tax.

Subject to prior sale,

Said contractor agrees to begin delivery of said material within 45 days from and after the date of the execution of this contract, and to complete said delivery on or before the 16th day of June, 1946.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Fifteen Thousand Eighty Dollars (\$15,080.00), including California. Payment will be made 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 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. 82952 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: R. L. MANDY
Ass't Secretary

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

SOUTHERN PIPE AND CASING COMPANY
D. A. STROMSOE
Vice President Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 3rd day of May, 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 Southern Pipe & Casing Company for furnishing 4000 feet of 20" inside diameter steel pipe; being Document No. 361719.

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 steel posts to be connected by a chain 3 ft. high

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

A. L. Hart, lessee and John W. Percival, owner, 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 Five (5) and Six (6) Block Two hundred eighty eight (288) Subdivision Middletown, located at on Pacific Highway at Beech Street;

That we desire to erect steel posts to be connected by a chain 3 ft. high, with no setback from the property line on Pacific Highway and have applied for a setback suspension by Application No. 3550, dated February 19, 1946;

That we, in consideration of approval granted by the City of San Diego to erect said steel posts to be connected by a chain 3 ft. high, with no setback from the property line on Pacific Highway by Zoning Committee Resolution No. 1511, dated April 25, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if and when Pacific Highway is improved or widened the fence will then be removed or moved back to the required setback line 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.

A. L. HART
Rt #1 Box #515 National City

J. W. PERCIVAL
524 B. St. San Diego

On this 8th day of May A.D. Nineteen Hundred and forty-six, before me, Mary L. Hofmann a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. W. Percival & A. L. Hart known to me to be the persons described in and whose names subscribed to the within instrument, and acknowledged to me that J. W. Percival & A. L. Hart executed the same.

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

(SEAL)

MARY L. HOFMANN
Notary Public in and for the County of San Diego, State
My Commission expires Feb. 7, 1948 of California.
RECORDED MAY 13 1946 3 min. past 10 A.M. in Book 2128 at page 132 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.
ROGER N. HOWE, County Recorder
By 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
Agreement from A. L. Hart et al. relative to steel posts on Pacific Highway at Beech Street;
being Document No. 361724.

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

By H. F. Tipton Deputy

Contract No. W-04-023 (S.C.IX)-25
Modification No. C

S U P P L E M E N T A L A G R E E M E N T

This supplemental agreement entered into this 26th day of December, 1945, by and be-
tween the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the
contracting officer executing this agreement, and The City of San Diego, a municipal cor-
poration in the County of San Diego, State of California, (hereinafter called the contractor),
WITNESSETH That:

WHEREAS, On the 26th day of June, 1945, the parties hereto entered into contract No.
W-04-023(S.C.IX)-25 for Water Service at the Camp Callan and all Army Military Units based
on Camp Callan for supply located in and around the City of San Diego, San Diego County,
California, and

WHEREAS, It is found advantageous and in the best interests of the United States to
modify the said contract for the following reasons: Due to the transfer of Contract No.
W-04-023(S.C.IX)-25 to the jurisdiction of the Los Angeles Engineer District, it is
necessary to change the contract number to conform to the station number of said District.

NOW, THEREFORE, The said contract is hereby modified in the following particulars, but
in no others:

- (a) The contract number is changed from W-04-023(S.C.IX)-25 to W-04-353-Eng.-1818.
- (b) Payment for water service rendered subsequent to 26 December 1945 will be made by
Finance Officer, U. S. Army, 824 South Western Avenue, Los Angeles, California.

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 following allotments, the available
balances of which are sufficient to cover the cost of the same: 212/60905 608-3179 P330-05
S-04-353

All other terms and conditions of said contract it heretofore may have been modified
shall be and remain the same.

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

Witnesses:
A. E. CURTIS
Rm 253 Civic Center San Diego
J. C. BELL
164 Civic Center San Diego

THE UNITED STATES OF AMERICA
By JOHN M. JOHNSON
John M. Johnson, Colonel, Corps of Engineer
(Contracting Officer)

CITY OF SAN DIEGO, (Contractor)
San Diego, California
By F. A. RHODES, City Manager
(Title)

I, FRED W. SICK, certify that I am City Clerk of the corporation named herein; that
F. A. RHODES who signed this supplemental agreement on behalf of the contractor was then
City Manager of said corporation; that said supplemental agreement was duly signed for and
on behalf of said corporation by authority of its governing body, and is within the scope
of its corporate powers.
(Corporate Seal)

FRED W. SICK
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Contract - United States of America - Water at Camp Callan; being Document No. 361727.

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

By H. F. Tipton Deputy

A G R E E M E N T

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

WHEREAS, Wm. A. Thorpe is the owner of Lot G, Block 291, of Horton's Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of April, 1946, by
Wm. A. Thorpe that he will, for and in consideration of the permission granted to remove
20' ft. feet of curbing on Laurel between Brant St. and Curlew 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 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.

WM. A. THORPE
420 W. Laurel St.

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

On this 22nd day of April, A.D. Nineteen Hundred and Forty-six before me Clara E. Board,
a Notary Public in and for said County, residing therein, duly commissioned and sworn,

personally appeared Wm. A. Thorpe known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

CLARA E. BOARD

(Seal)

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

I HEREBY APPROVE the form of the foregoing agreement this 9th day of May, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 13 1946 3 min. past 10 A.M. in Book 2122 at page 281 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

HELEN NASI

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Wm. A. Thorpe; being Document No. 361750.

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. E. Talboy is the owner of Lot B, Block 249, of Hortons Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 2d day of May, 1946, by W. E. Talboy that he will, for and in consideration of the permission granted to remove 30 feet of curbing on Front Street between Ivy and Hawthorne, adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

W. E. TALBOY

2332 Presido Dr.

STATE OF IOWA,

ss.

County of Johnson

On this 2nd day of May, A.D. Nineteen Hundred and forty six, before me, Geo. P. Dvorsky, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. E. Talboy known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

GEO. P. DVORSKY

Notary Public in and for the County of Johnson,
State of Iowa

I HEREBY approve the form of the foregoing agreement this 9th day of May, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 13 1946 3 min. past 10 A.M. in Book 2122 at page 283 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

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. E. Talboy; being Document No. 361751.

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 the owner of Lot 1-2-3-4-, Block 194, of Pacific Beach

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd. day of May, 1946, by James Hervey Johnson that he will, for and in consideration of the permission granted to remove 45 feet of curbing on Mission Blvd. between Garnet and Felspar 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 that he so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further 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 HERVEY JOHNSON
927-9th Ave. San Diego, Calif.

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

On this 2nd day of May, A.D. Nineteen Hundred and Forty-six before me H. W. Dempster, 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) H. W. DEMPSTER
Notary Public in and for the County of San Diego,
State of California
I HEREBY APPROVE the form of the foregoing agreement this 9th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 13 1946 3 min. past 10 A.M. in Book 2128 at page 137 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
Curb Removal Agreement from James Hervey Johnson; being Document No. 361752.
FRED W. SICK
City Clerk of the City of San Diego, California

By FT Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING COMPANY, a corporation, as Principal and PACIFIC INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of California, having its offices and principal place of business at Los Angeles in the State of California, a corporation organized and existing under any by virtue of the laws of the State of Calif. as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED FORTY-FOUR DOLLARS (\$644.00), lawful money of the United States of America, to be 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 improve a portion Sixth Avenue at Upas 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: R. E. HAZARD CONTRACTING COMPANY
S. F. LITTLER B. R. HAZARD Vice Pres.
Principal (SEAL)

PACIFIC INDEMNITY COMPANY
621 South Hope Street - Los Angeles,
California
By R. D. SPICER
R. D. Spicer, Attorney-in-Fact

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

On this 7 day of May in the year one thousand nine hundred and Forty-six before me, IRVING FRIEDMAN a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. D. SPICER known to me to be the duly authorized Attorney-in-Fact of PACIFIC INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Company, and the said R. D. SPICER acknowledged to me that he subscribed the name of PACIFIC INDEMNITY COMPANY, thereto as surety and his own name as Attorney-in-Fact.

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

(SEAL) I. E. FRIEDMAN
Notary Public in and for San Diego County, State
My Commission expires Oct. 18, 1947 of California
I HEREBY APPROVE the form of the within Bond, this 8th day of May, 1946.
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney
I HEREBY APPROVE the foregoing bond this 9 day of May, 1946.
F. A. RHODES, City Manager

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING COMPANY, a corporation, as Principal and PACIFIC INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of California, having its offices and principal place of business at Los Angeles, in the State of California, a corporation organized and existing under and by virtue of the laws of the State of Calif. as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND TWO HUNDRED EIGHTY-EIGHT and no/100 Dollars (\$2,288.00), lawful money of the United States of America, to be 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, it successors and assigns,

jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of May, 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 Sixth Avenue at Upas 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. 360205.

WHEREAS, the aforesaid penal sum of Two Thousand Two Hundred Eighty-eight Dollars (\$2,288.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, 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 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:
S. F. LITTLER

R. E. HAZARD CONTRACTING COMPANY
By B. R. HAZARD Vice Pres.
Principal

PACIFIC INDEMNITY COMPANY
621 South Hope Street
Los Angeles, California Surety
By R. D. SPICER
R. D. Spicer, Attorney-in-Fact
(SEAL)

STATE OF CALIFORNIA, ss.
County of San Diego

On this 7 day of May in the year one thousand nine hundred and Forty-six before me, Irving Friedman a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. D. Spicer known to me to be the duly authorized Attorney-in-Fact of PACIFIC INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Company, and the said R. D. Spicer acknowledged to me that he subscribed the name of PACIFIC INDEMNITY COMPANY, thereto as surety and his own name as Attorney-in-Fact.

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

(SEAL) IR E. FRIEDMAN
Notary Public in and for San Diego County, State of California
My Commission expires Oct. 18, 1947

I HEREBY APPROVE the form of the within Bond, this 8th day of May, 1946.

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

I HEREBY APPROVE the foregoing Bond this 9 day of May, 1946.

F. A. RHODES
City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 9 day of May, 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 CONTRACTING COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The improvement, by widening and realigning, of the roadway on Sixth Avenue at Upas Street, said improvement to consist of the removal of trees, existing installations, and public utilities as required, and the grading, preparation of sub-grade, paving with 4" asphalt concrete base and 2" asphalt concrete wearing surface, surfacing existing pavement where required with asphalt concrete wearing surface and the construction of Portland cement concrete curb and sidewalk, all in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 360205.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Two Thousand Five Hundred Seventy-five Dollars (\$2,575.00).

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 thirty (30) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Two Thousand Five Hundred Seventy-five Dollars (\$2,575.00), 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 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.

"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 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 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 |
|--|---------------------|
| Air Tool Operator (Jackhammerman, vibrator) . . . | \$ 9.60 |
| Carpenter | 12.00 |
| Cement Finisher | 13.00 |
| Laborers, unskilled | 8.00 |
| Asphalt raker and ironer. | 9.60 |
| Asphalt Plant Engineer. | 12.40 |
| Asphalt Plant Fireman | 11.40 |
| Air Compressors | 10.40 |
| Mixer, skip type. | 11.40 |
| Pavement breaker operator | 12.00 |
| Roller | 12.00 |
| Tow Blade or Grader | 11.40 |
| 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.

If the contractor considers any work required of it to be outside the requirements of this contract, or considers any record or ruling of said City Engineer unfair, he shall file with the Council a written protest against the same within ten (10) days thereafter, or be considered to have accepted the record and ruling.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the General Laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price.

IN WITNESS WHEREOF, 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. 83019 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
R. E. HAZARD CONTRACTING COMPANY
By B. R. HAZARD Vice Pres.

ATTEST: S. F. LITTLER

I HEREBY APPROVE the form and legality of the foregoing Contract this 8th day of May, 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 R. E. Hazard Contracting Company for improving portion of 6th Avenue at Upas Street; being Document No. 361739.

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

FOR PARTIAL USE AND OCCUPANCY OF CITY STADIUM

THIS AGREEMENT, entered into this 1st day of Jan., 1946, 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 MAX STOTLAND, Orpheum Theatre Building, San Diego 1, California, and RAY SMITH, 3847 Park Boulevard, San Diego 3, California, 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.

I.

The period for which said right is given shall begin on the first day of January, 1946, and continue until and including the 31st day of December, 1946; except that this contract shall not be operative during the months of February, March, April and May, 1946, and at such other times as may be designated by the City of San Diego.

II.

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 motor cycle 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 motor cycle 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.

III.

The right of the second parties to occupy said premises for the purposes aforesaid shall be limited to one afternoon or evening each week and shall be on some afternoon or evening other than that given or set aside for midget auto races; the afternoon or evening which the parties of the second part shall operate is to be fixed by the City Manager; provided, however, that parties of the second part may be permitted to select another afternoon or evening than that fixed by the City Manager 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 afternoon or evening during the same week which is satisfactory to the City Manager, on which to hold the same.

IV.

It is understood and agreed that the parties of the second part will reimburse the owners of the midget auto concession for one-half of the cost of the existing crash walls which have been constructed by the said Midget Auto concession, such cost to be determined by the City after the submission to the City of certified bills by the Midget Auto concession covering construction costs;

It is further understood and agreed that the money paid to the Midget Auto concession shall give the parties of the second part the use of said crash walls but shall not give the said parties any ownership or vested rights in the same other than to use the same while said motor cycle races continue under this lease.

It is further understood and agreed that parties of the second part will pay to the owners of the Midget Auto concession the sum of One Hundred Dollars (\$100.00) immediately after each motor cycle race up to and including the twentieth motor cycle race, such payments being made by the parties of the second part for the use of crash wall installed by the owners of the Midget Auto concession, the sum of \$2000 being full reimbursement to said Midget Auto concession.

V.

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 motorcycles 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.

VI.

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.

VII.

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.

VIII.

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 21% of the gross receipts whichever happens to be the larger for each time the parties of the second part shall have the use of 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.

It is further agreed that the parties of the second part will conduct said races at least twenty (20) times during the time for which this contract is in effect.

The parties of the second part shall, simultaneously with the acceptance and execution of this agreement, deposit with the City the sum of One Thousand Dollars (\$1000.00), 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 One Thousand Dollars (\$1000.00) 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 One Thousand Dollars (\$1000.00), 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 One Thousand Dollars (\$1000.00) at all times during the life of this agreement.

IX.

The parties of the second part agree to pay to the City the sum of Thirty-one Dollars (\$31.00) for lights and public address system supervision 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 is to be furnished said second parties by the City Electrical Department.

X.

The method of restoration of the track after each event shall be worked out between the lessees and the holders of the midget auto concession; in case of a disagreement between the said parties, the said manager shall act as arbiter and his decision shall be final.

XI.

It is understood and agreed that the lessees shall pay a percentage of the cost of placing the track in a suitable condition for the athletic events by February 1, 1946, and for such athletic events by February 1, 1947 - the work to be performed by the City and the percentage of the cost to be paid by the lessees shall be determined by the City. However, it is understood and agreed that if no events are staged by the parties of the second part prior to February 1, 1946, no charge for restoration shall be made against them until such time as the restoration is made for February 1, 1947.

XII.

It is further agreed that lessees herein shall pay to The City of San Diego the sum of 5% of the gross revenue of all advertising contained in the programs which they put out for the various races as well as all advertising in any year book, souvenir book and/or other publications of any kind put out by the parties of the second part.

The parties of the second part agree to furnish The City of San Diego a statement at least once each month showing the amount of money received by them for advertising in their programs, year books, souvenir books and other publications during the term of this lease.

It is further understood and agreed that on account of a contract between the City and Nate Barnett, the programs must be sold by the said Nate Barnett or his employees and the parties of the second part agree not to employ any other person than the said Nate Barnett for said purpose;

The said 5% of the gross revenues above mentioned as being payable to the City of San Diego is in addition to the sum which the parties of the second part are to pay to the said Nate Barnett for his sale of the programs.

XIII.

Parties of the second part agree that only experienced racing motor cycle riders shall be permitted to ride in any of the events staged in the Stadium.

XIV.

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 to the satisfaction of the City.

XV.

It is further understood and agreed that the parties of the second part will provide all motorcycles used in racing with mufflers and that the failure to keep said motorcycles 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.

XVI.

Upon the failure of parties of the second part to comply with or conform to any condition, term or requirement of this agreement, or to conduct said races according to the highest standards of ethical operation, or if said races are conducted in such manner as to constitute a public nuisance or if said lessees fail and refuse to cooperate with the other users of the Stadium to the satisfaction of the City, in the event of the violation of any of these provisions, the City shall have the right at its option and upon five (5) days written notice to cancel and terminate this agreement and all rights and privileges thereunder, without any liability on the part of the City to said lessees, reserving however, in such event, any additional legal rights or remedies which the City may have for breach of contract or otherwise.

XVII.

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 its City Manager, acting under and pursuant to Resolution No. 82211 of the City Council, duly and regularly adopted by said Council on the 12th day of December, 1945; and the parties of the second part have hereunto subscribed their names the day and year first hereinabove written.

This agreement is executed in triplicate, 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

MAX STOTLAND
Max Stotland
RAY SMITH
Ray Smith

Parties of the Second Part.

I HEREBY APPROVE the form and legality of the foregoing Agreement for Partial Use and Occupancy of the City Stadium, this 26th 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 Agreement with Max Stotland for partial use and occupancy of City Stadium for Motorcycle Races; being Document No. 360815.

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 DENNSTEDT CO., a corporation is the owner of Lot 26 and 27, Block 26, of Ocean Beach Park

NOW, THEREFORE, This AGREEMENT, signed and executed this 23rd day of April, 1946, by THE DENNSTEDT CO., a corporation that they will, for and in consideration of the permission granted to remove eighteen feet of curbing on Seaside St. between Castelar and Larkspur adjacent to the above described property, bind them to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

(SEAL)

THE DENNSTEDT CO.
By E. W. DENNSTEDT, Pres.
By K. L. DENNSTEDT, Sec'y.
4110 El Cajon Blvd.

STATE OF CALIFORNIA

ss.

County of San Diego

On this 23rd day of April, 1946 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 11th day of May, 1946.

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

RECORDED MAY 18 1946 40 min. past 9 A.M. in Book 2144 at page 27 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

O. 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 The Dennstedt Co.; being Document No. 361817.

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, Paul Schiefer is the owner of Lot 47 and 48, Block 154, of University Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of May, 1946, by Paul Schiefer that he will, for and in consideration of the permission granted to remove 24 feet of curbing on 4192 Thirtieth between Howard and Polk adjacent to the above described property, bind him 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 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.

PAUL SCHIEFER
3322 Maple
San Diego, Calif.

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 7th day of May, A.D. Nineteen Hundred and 46 before me Dorothy L. Boughton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul Schiefer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

DOROTHY L. BOUGHTON
Notary Public in and for the County of San Diego
State of California.

I HEREBY APPROVE the form of the foregoing agreement this 11th day of May, 1946.

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

RECORDED MAY 18 1946 40 min. past 9 A.M. in Book 2144 at page 26 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. 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 Paul Schiefer; being Document No. 361818.

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

By F. W. SICK 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 herein-after recited, and the mutual consent of the parties, said above-described agreement is here-by 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 F. W. SICK 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 \$10,000.00

Dated May 15, 1946.

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego,
California.

To be paid out of Camp Callan Acquisition Trust Fund (336)
Memo J. C. Slaughter (Wrecking 13 two story barracks)
Res. No. 83088

KNOW ALL MEN BY THESE PRESENTS, That J. C. SLAUGHTER, 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 Two thousand five hundred Dollars (\$2,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, administrators, executors, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of May, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings Nos. T-704, T-705, T-706, T-707, T-708, T-709, T-710, T-711, T-712, T-713, T-714, T-716 and T-718, located at Camp Callan, 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.

J. C. SLAUGHTER

Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

By GEO. H. MURCH

Geo. H. Murch, Attorney in Fact

(SEAL)

ATTEST:

M. SHANNON

M. Shannon

I HEREBY APPROVE the form of the within Bond, this 14th day of May, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 15 day of May, 1946.

G. E. ARNOLD

Acting City Manager

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 8th day of May, 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 28, 1950

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 8th day of May, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. T-704, T-705, T-706, T-707, T-708, T-709, T-710, T-711, T-712, T-713, T-714, T-716 and T-718, 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 of the requirements and provisions of the Charter of The City of San Diego; and that no 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 |
|---------------------|---------------------|
| Carpenter | \$ 12.00 |
| Laborer | 8.00 |

Foreman to receive not less than \$1.00 above trade classification.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five 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 \$120.00 per building. That the total estimated cost of said work is \$10,000.00.

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 G. E. ARNOLD
Acting City Manager
J. C. SLAUGHTER
Contractor

I HEREBY APPROVE the form and legality of the foregoing contract, this 14th day of May, 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 J. C. Slaughter; being Document No. 361912.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sick 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, IVA T. LOWTHIAN is the owner of Lots 45 and 46, Block 184, of University Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of May, 1946, by Iva T. Lowthian that Iva T. Lowthian will, for and in consideration of the permission granted to remove 40 feet of curbing on Cleveland between Lincoln and Blaine 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 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 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.

IVA T. LOWTHIAN
3972 Cleveland Ave.

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

On this 3rd day of May, A.D. Nineteen Hundred and forty-six before me Fern Hayden, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Iva T. Lowthian 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) FERN HAYDEN
Notary Public in and for the County of San Diego,
My Commission expires Sept. 14, 1947 State of California
I HEREBY APPROVE the form of the foregoing agreement this 7th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 13 1946 3 min. past 10 A.M. in Book 2131 at page 64 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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
Curb Removal Agreement from Iva T. Lowthian; being Document No. 361682.
FRED W. SICK
City Clerk of the City of San Diego, California
By F. T. Patton Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, JOE ALWEIS is the owner of Lots E and F and West 40' of Lots G and H, Block 202, of Horton's Addition
NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of May, 1946, by JOE ALWEIS that he will, for and in consideration of the permission granted to remove 32 ft. (32) feet of curbing on Ash Street between Fifth and Sixth Streets adjacent to the above described property, bind him to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.
And further agrees that this agreement shall be binding on myself 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.

JOE ALWEIS
1818 Sixth Avenue
San Diego, California

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

On this 3rd day of May, A.D. Nineteen Hundred and 46 before me Marjorie Billings, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joe Alweis 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) MARJORIE BILLINGS
Notary Public in and for the County of San Diego,
My Commission expires Aug. 31, 1949 State of California
I HEREBY APPROVE the form of the foregoing agreement this 9th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 13 1946 3 min. past 10 A.M. in Book 2131 at page 67 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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
Curb Removal Agreement from Joe Alweis; being Document No. 361749.
FRED W. SICK
City Clerk of the City of San Diego, California
By F. T. Patton Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, First Lutheran Church 1320 Second Avenue is the owner of South half of Lot "K", Block 195, of Horton's Addition - Between A St. and Ash - West side of St.
NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of May, 1946, by First Lutheran Church that we will, for and in consideration of the permission granted to remove 10 feet of curbing on Second Avenue between A and Ash St. adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.
And further agree that this agreement shall be binding on ourselves our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

FIRST LUTHERAN CHURCH

per ERWIN A. VOSSELER, President
Erwin A. Vosseler
1320 Second Avenue - San Diego 1

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

On this 8th day of May, A.D. Nineteen Hundred and forty-six before me Agnes G. Jasper, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Erwin A. Vosseler, known to me to be President of First Lutheran Church and known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) My Commission expires 1/1/48
AGNES G. JASPER
Notary Public in and for the County of San Diego,
State of California
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 18 1946 40 min. past 9 A.M. in Book 2132 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.
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 First Lutheran Church; being Document No. 361815.

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

By J. F. DuPaul Deputy

105 So. 47th St.

A G R E E M E N T

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

WHEREAS, Wm. Ellis is the owner of Lots 1 to 4 inclusive, Block M, of Alta Vista Sub-division No. 2

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of May, 1946, by Wm. Ellis that _____ will, for and in consideration of the permission granted to remove 60 feet of curbing on So. 47th between Imperial and Ocean View 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.

WM. ELLIS
1539 - 49th St.
San Diego, Cal.

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

On this 7th day of May, A.D. Nineteen Hundred and forty six before me IRENE M. YOUNG, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wm. Ellis known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) IRENE M. YOUNG
Notary Public in and for the County of San Diego,
State of California
I HEREBY APPROVE the form of the foregoing agreement this 11th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 18 1946 40 min. past 9 A.M. in Book 2132 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.
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 Wm. Ellis; being Document No. 361816.

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

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

WHEREAS, Paul Schiefer is the owner of Lot 47 and 48, Block 154, of University Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of May, 1946, by Paul Schiefer that he will, for and in consideration of the permission granted to remove 32 feet of curbing on Howard between Kansas and 30th St. adjacent to the above described property, bind him 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 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.

PAUL SCHIEFER
3322 Maple, San Diego, Calif.

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

On this 7th day of May, A.D. Nineteen Hundred and 46 before me Dorothy L. Boughton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul Schiefer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

I HEREBY APPROVE the form of the foregoing agreement this 11th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 18 1946 40 min. past 9 A.M. in Book 2125 at page 260 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
J. MARTIN
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 Paul Schiefer; being Document No. 361819.

FRED W. SICK
City Clerk of the City of San Diego, California
By FT 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 curb in so removed, at such time as requested so to do by the City Council, and

WHEREAS, C. J. Doon and A. E. Thurston are the owners of Lots 1 to 5 inclusive, Block 48, of Fairmount Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of May, 1946, by C. J. Doon and A. E. Thurston that they will, for and in consideration of the permission granted to remove 45 feet of curbing on El Cajon Blvd. between Euclid and 48th St. and 59 ft. of Curbing (for one opening 31 ft. and one opening 28 ft.) on Euclid between El Cajon Blvd. and Trojan, adjacent to the above described property, bind ourselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves 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.

C. J. DOON
A. E. THURSTON
5167 Bristol Road
San Diego 4, Calif.

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

On this 9th day of May, A.D. Nineteen Hundred and Forty Six, before me, H. E. Monahan, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. J. Doon and A. E. Thurston 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) H. E. MONAHAN
Notary Public in and for the County of San Diego,
State of California
My Commission expires Dec. 9, 1946

I HEREBY APPROVE the form of the foregoing agreement this 11th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 18 1946 40 min. past 9 A.M. in Book 2125 at page 261 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
J. MARTIN
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 C. J. Doon and A. E. Thurston; being Document No. 361820.

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, Irma Dora Gilmour is the owner of Lots 1-7, Block 27, of La Jolla Park

NOW, THEREFORE, This AGREEMENT, signed and executed this 22 day of April 22, 1946, by Irma Dora Gilmour that I will, for and in consideration of the permission granted to remove 20 feet of curbing on Ivanhoe between Torey Pine and Pickford 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 Irma Dora Gilmour 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.

IRMA DORA GILMOUR
7728 East Ivanhoe

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

On this 22 day of April, 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 Irma Dora Gilmour known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

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

My Commission expires Sept. 21, 1947
I HEREBY APPROVE the form of the foregoing agreement this 14th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 18 1946 40 min. past 9 A.M. in Book 2125 at page 253 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Irma Dora Gilmour; being Document No. 361873.

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, UNION TITLE INSURANCE AND TRUST COMPANY, as Trustee under the Last Will of C. A. Gray, deceased, is the owner of Lots "G" and "H", Block 54, of New San Diego 904 State St.

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of May, 1946, by UNION TITLE INSURANCE AND TRUST COMPANY, as Trustee of the Last Will of C. A. Gray, deceased that it will, for and in consideration of the permission granted to remove Ninety feet of curbing on "E" Street and 40 feet of curbing on State Street between State and Columbia Streets and Broadway and "E" Streets 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 said owner, 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.

UNION TITLE INSURANCE AND TRUST COMPANY, as
Trustee under the last Will of C. A. Gray,
deceased
By JAS. D. FORWARD, JR., Vice-President
By LLOYD BALDRIDGE, Assistant Secy
1028 Second Avenue
San Diego, California

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 9th day of May, 1946 before me, Ruby A. McIver, a Notary Public in and for said County and State, personally appeared Jas. D. Forward, Jr., known to me to be the Vice President, and Lloyd Baldrige, known to me to be the Assistant 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, as trustee.

RUBY A. McIVER

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

I HEREBY APPROVE the form of the foregoing agreement this 14th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 18 1946 40 min. past 9 A.M. in Book 2125 at page 254 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
J. MARTIN
Copyist County Recorder's Office, 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 Title Insurance and Trust Company; being Document No.
361907.

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

By F. T. Allen Deputy

A G R E E M E N T

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

WHEREAS, Farquhar C. and Violet E. Lloyd is the owner of Lots 22 and 23, Block 6, of
Pacific Beach Vista

NOW, THEREFORE, This AGREEMENT, signed and executed this 31st day of Jan. 1946, by
Farquhar C. & Violet E. Lloyd that they will, for and in consideration of the permission
granted to remove 32' feet of curbing on Turquoise between Cass Street and La Jolla Ave.
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 agreed 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.

FARQUHAR C. LLOYD
VIOLET E. LLOYD
4639 Pico Street
San Diego

STATE OF CALIFORNIA,)
County of San Diego) ss.
On this 31 day of January, A.D. Nineteen Hundred and forty six before me the under-
signed, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Farquhar C. Lloyd and Violet E. Lloyd 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) Lucy Brooks
Notary Public in and for the County of San Diego,
My Commission expires Jan. 10, 1948 State of California

I HEREBY APPROVE the form of the foregoing agreement this 16th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 18 1946 40 min. past 9 A.M. in Book 2134 at page 237 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.
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 Farquhar C. Lloyd et ux; being Document No. 361947.

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

By F. T. Allen Deputy

A G R E E M E N T

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

WHEREAS, Iva T. Lowthian is the owner of Lots 45 - 46, Block 184, of University Heights;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of May, 1946, by
Iva T. Lowthian that she will, for and in consideration of the permission granted to remove
65 feet of curbing on Lincoln Ave. between Cleveland Ave. and Richmond Cl-45' driveway and
1-20' driveway, adjacent to the above described property, bind myself 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 heirs and assigns,
and that any sale of the property therein mentioned and described shall be made subject to
the condition and agreements herein named.

IVA T. LOWTHIAN
3972 Cleveland

STATE OF CALIFORNIA, }
County of San Diego, } ss.
On this 13th day of May, A.D. Nineteen Hundred and Forty six, before me, H. E. Monahan, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Iva T. Lowthian 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) H. E. MONAHAN
Notary Public in and for the County of San Diego, State of California
My Commission expires Dec. 9, 1946
I HEREBY APPROVE the form of the foregoing agreement this 16th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney
RECORDED MAY 18 1946 40 min. past 9 A.M. in Book 2134 at page 238 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.
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 Iva T. Lowthian; being Document No. 361948.
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, Joe F. Estes & W. E. Vollmann is the owner of Lot 22 & 23, Block 8, of La Jolla Park
NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of May, 1946, by Joe F. Estes & W. E. Vollmann that they will, for and in consideration of the permission granted to remove 27' feet of curbing on Pearl St. between Fay & Girard and 22' on Fay St. between Pearl & Kline and adjacent to the above described property, bind themselves to, and they hereby by these presents agree to remove any driveway constructed in pursuance here to, 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 us 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.
I HERBY APPROVE the form of the foregoing agreement this 16th day of May, 1946. J F DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney
STATE OF CALIFORNIA, }
County of San Diego, } ss.
On this 14 day of May, A.D. Nineteen Hundred and 46 before me Edna K. Burr, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joe F. Estes and W. E. Vollmann 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) EDNA K. BURR
Notary Public in and for the County of San Diego, State of California
RECORDED MAY 18 1946 40 min. past 9 A.M. in Book 2134 at page 239 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.
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 Joe F. Estes et al; being Document No. 361949.
FRED W. SICK
City Clerk of the City of San Diego, California
By FTTatten Deputy

Lease # WA6pb 6627 Contract No. WA6pb 57609
INVITATION, BID, AND ACCEPTANCE
FEDERAL WORKS AGENCY - PUBLIC BUILDINGS ADMINISTRATION LOS ANGELES
(Department or establishment) (Office or station)
1031 South Broadway, Room 1019, Los Angeles 15, California April 9, 1946
following INVITATION
Office, supplies, and/or services, for delivery at Tioga Hotel Bldg., 325 "B" Street, San Diego, California.
KENNETH C. FISH
District Manager
Item No. Req. #. Articles or Services Quantity Unit Unit Amount
Tel 4-8-46 from Wm. E. Berry Price

1. Contract for furnishing water service to the premises occupied by Veterans Administration, Tioga Hotel Building, 325 "B" Street, San Diego, California commencing April 9, 1946 and continuing until further notice.

3610576
METER NO. 2265050

DESCRIPTION OF SERVICE
As provided in Ordinance No. 2530 (NS) copy attached hereto and made a part hereof.

The above water service to be supplied in accordance with City of San Diego Municipal Water Dept. schedules set forth in Exhibit "A" which is annexed hereto and made part hereof.

Payments to be made out of appropriations made available by the Congress. The Government shall not be required to make payment in advance.

Meter readings at the beginning and end of billing periods to be shown (Even though minimum rates are charged).

The United States may, at its option terminate the whole or any part of the contract subject to any changes applicable thereto at any time upon ten (10) days written notice to the contractor.

BID

April 9, 1946

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the point as specified and, unless otherwise

Bidder City of San Diego Municipal Water Department
Address San Diego, California
By G. E. ARNOLD
Asst. City Manager

ACCEPTANCE BY THE GOVERNMENT

April 9, 1946

Accepted as to items numbered 1. Kenneth C. Fish

KENNETH C. FISH
District Manager

CHANGE OF SCHEDULE.--The contractor hereby agrees that if, after furnishing water service during the life of this contract, it would have been more advantageous to the United States to have taken service under any other of the contractor's standard rate schedules in effect during any such period for like conditions of service to the class of service furnished hereunder, the rate shall be changed to conform to the schedule and an adjustment of the charges for the last of such periods shall be made, based on such schedule.

CHANGE OF RATES.-- (1) That if during the life of this contract the State commission 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 water service as stipulated in this contract, and the United States hereby agrees to pay for such water service at the higher or lower rates from and after the date when such rates are made effective.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract - Federal Works Agency - Water Service to Tioga Hotel; being Document No. 361728.

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

By F. Tatten Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 8th day of May, 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 City Manager, hereinafter sometimes designated as the City, and E. P. WATSON, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the reconstruction of the Morena Spillway, in the County 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. 360695, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

ARTICLE II. In consideration of the construction and completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in

violation of the provisions of Sections 1810 to 1816, both inclusive, of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Sections of the Labor Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Article 4 of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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

| <u>Trade or Occupation</u> | <u>Per Diem Wages 8 Hours</u> |
|---|-------------------------------|
| Carpenters | \$ 12.00 |
| Cement Finishers | 13.00 |
| Compressor Operators | 10.40 |
| Concrete Spreaders | 12.40 |
| Concrete Tampers | 12.40 |
| Concrete Mixer Operators, Skip Type | 11.40 |
| Crane Operators | 13.40 |
| Drillers | 10.20 |
| Laborers, Unskilled | 8.00 |
| Reinforcing Steel Workers (Placers & Tiers) | 13.00 |
| Teamsters | 8.00 |
| Truck Drivers, under 4 cu. yds. | 8.60 |

Foreman to receive not less than \$1.00 per diem above laborer.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer thereof be liable for any portion of the contract price.

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies 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--

- If lawfully within its power, remove the cause which prevents performance; or
- Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the Contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by the City Manager of The City of San Diego, under and pursuant to a resolution authorizing such execution, and the Contractor has hereunto subscribed his name, the day and year first hereinabove written.

ATTEST:
FRED W. SICK, City Clerk (SEAL)

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 contract, this 8 day of May, 1946.

J. F. DuPAUL
J. F. DuPaul

City Attorney of The City of San Diego.

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That E. P. WATSON, as principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of MASSACHUSETTS as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Nineteen thousand five hundred (\$19,500.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of May, 1946.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the reconstruction of Morena Spillway, 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, marked Document No. 360695, 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 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.

E. P. WATSON
E. P. Watson Principal

MASSACHUSETTS BONDING AND INSURANCE COMPANY

Surety

ATTEST:
B. C. FOTLAND

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

I HEREBY approve the form of the within bond this 8 day of May, 1946.

J. F. DuPAUL
J. F. DuPaul, City Attorney of The
City of San Diego.

APPROVED by the City Manager of The City of San Diego this 8 day of May, 1946.

F. A. RHODES
City Manager

(SEAL)
STATE OF CALIFORNIA }
County of San Diego } ss.

On this 7th day of May 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

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That E. P. WATSON, as principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of MASSACHUSETTS as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Nine Thousand seven hundred fifty Dollars (\$9,750.00), (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 7th day of May, 1946.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the reconstruction of Morena Spillway, 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, marked Document No. 360695, 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 Nine thousand seven hundred fifty Dollars (\$9,750.00), 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 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 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 hereto affixed, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

E. P. WATSON
E. P. Watson Principal

MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety.

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

ATTEST:
B. C. FOTLAND
STATE OF CALIFORNIA

County of San Diego } ss.

On this 7th day of May 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

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 8 day of May, 1946.

J. F. DuPAUL
City Attorney of The City of San Diego
F. A. RHODES
City Manager

APPROVED by the City Manager of The City of San Diego, this 8th day of May, 1946.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with E. P. Watson; being Document No. 361799.

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

By F. F. Allen Deputy

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE & CONSTRUCTION COMPANY, a corporation, as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a Corporation organized and existing under the laws of the State of Maryland with principal place of business in 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 One Thousand Eight Hundred Twelve and no/100 Dollars (\$1,812.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of May, 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 lower a portion of The City of San Diego Water Department's Mission Valley Pipeline near the intersection of Sixth Avenue and Camino del Rio, in the City of San Diego, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: J. M. McADAM, Secretary
(SEAL)

AMERICAN PIPE & CONSTRUCTION COMPANY
ROBERT V. EDWARDS Principal
Vice-President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

By W. M. WALKER, Attorney-in-Fact
By THERESA FITZGIBBONS Agent

(SEAL)

I HEREBY approve the form of the within Bond, this 14th day of May, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY
Deputy City Attorney
G. E. ARNOLD
Acting City Manager

I HEREBY approve the foregoing bond this 15 day of May, 1946.

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

On this 10th day of May, 1946, before me, S. M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. M. Walker, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) S. M. SMITH
Notary Public in and for the County of Los Angeles,
My Commission expires Feb. 18, 1950 State of California
KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE & CONSTRUCTION COMPANY, 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, a corporation organized and existing under and by virtue of the laws of the State of as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three Thousand Six Hundred Twenty-four and no/100 Dollars (\$3,624.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of May, 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 labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the lowering of a portion of The City of San Diego Water Department's Mission Valley Pipeline near the intersection of Sixth Avenue and Camino del Rio, in the City of San Diego, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 360871.

WHEREAS, the aforesaid penal sum of Three Thousand Six Hundred Twenty-four Dollars (\$3,624.00), 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 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: (SEAL)
J. M. McADAM, Secretary

AMERICAN PIPE AND CONSTRUCTION CO.,
By ROBERT V. EDWARDS Principal
Vice-President

(SEAL)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, Surety
By W. M. Walker, Attorney-in-Fact
By Theresa Fitzgibbons, Agent

I HEREBY APPROVE the form of the within Bond, this 14 day of May, 1946.

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

I HEREBY APPROVE the foregoing Bond this 15 day of May, 1946.

G. E. ARNOLD
Acting City Manager

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

On this 10th day of May, 1946, before me, S. M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. M. Walker, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) S. M. SMITH
Notary Public in and for the County of Los Angeles,
My Commission expires Feb. 18, 1950 State of California

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 15 day of May, 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 AMERICAN PIPE AND CONSTRUCTION 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 con-

tractor 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 lowering of that portion of The City of San Diego Water Department's Mission Valley Pipe Line near the intersection of Sixth Avenue and Camino del Rio (pipe line stations 142 + 90⁺ to 145+15⁺) in accordance with the drawing and specifications therefor on file in the office of the City Clerk of said City under Document No. 360871.

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

| Item No. | | |
|----------|--|------------------|
| 1. | Lowering a portion of Mission Valley Pipeline; complete job in accordance with said drawings & specifications (exclusive of concrete and sand for backfilling) | |
| | Lump sum of | \$3225.00 |
| 2. | Plain concrete in place in anchors, air valve base, et. | |
| | 3 cu. yds. @ \$33.00 per cu yd. | 99.00 |
| 3. | Sand for backfilling, including hauling, | |
| | 100 cu. yds. @ \$2.50 per cu yd | 250.00 |
| | | <u>\$3574.00</u> |

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

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by 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: Three Thousand Five Hundred Seventy-four and no/100 Dollars (\$3574.00), said payments to be made as follows: Upon completion of said work, and the acceptance of the same by the Hydraulic Engineer of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five 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.

"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 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 probably 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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

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

The contractor further agrees that in the performance of the work contemplated by this contract 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 an subcontractor:

| Trade or Occupation | Wage Per 8-Hour Day |
|---|---------------------|
| Air tool operator | \$ 9.60 |
| Fireman and oiler | 9.40 |
| Laborer, unskilled | 8.00 |
| Power equipment operators: | |
| Air compressor | 10.40 |
| Bulldozer | 12.40 |
| Crane, derrick | 14.00 |
| Pumps | 10.40 |
| Roller | 12.00 |
| Trenching machine | 13.00 |
| Welder & Fitter, pipeline | 14.00 |
| Welder & fitter's helper, pipeline | 9.20 |
| Foreman to receive not less than \$1.00 per diem above laborer. | |

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.

If the contractor considers any work required of it to be outside the requirements of this contract, or considers any record or ruling of said Hydraulic 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. 83077 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

Acting City Manager

AMERICAN PIPE AND CONSTRUCTION CO.,

By ROBERT V. EDWARDS, Vice-President
(SEAL)

ATTEST:

J. M. McADAM, Secretary

I HEREBY APPROVE the form and legality of the foregoing Contract this 14th day of May, 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 American Pipe and Construction Company; being Document No. 361913.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Allen Deputy

KNOW ALL MEN BY THESE PRESENTS, That BROWN-BEVIS EQUIPMENT COMPANY, as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three Hundred Ninety-eight and no/100 Dollars (\$398.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of May, 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 - Electric drive winch or hoist, 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) BROWN-BEVIS EQUIPMENT COMPANY
ATTEST: JOHN A. BEYNON V. P. Principal
WES. G. SCHWARTZ, Sec. GREAT AMERICAN INDEMNITY COMPANY
Surety

By JULIAN A. GANZ
Julian A. Ganz, Attorney in Fact
(SEAL)
I HEREBY APPROVE the form of the within Bond, this 17th day of May, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney
I HEREBY approve the foregoing bond this 17 day of May, 1946.
G. E. ARNOLD
Acting City Manager

STATE OF CALIFORNIA }
County of Los Angeles } ss.
On this 13th day of May in the year one thousand nine hundred and forty-six, before me Esther L. Macdonald a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Julian A. Ganz known to me to be the Attorney-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same,
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of Los Angeles, the day and year in this certificate first above written.

(SEAL) ESTHER L. MACDONALD
Notary Public in and for the County of Los Angeles
My Commission will expire July 13, 1946 State of California

CONTRACT
THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 13th day of May, 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 BROWN-BEVIS EQUIPMENT COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:
That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:
1 - "Silent Hoist" Model TE-7 1/2 AC, singled keyed reversing drum winch,
(a) geared for a line pull of about 3,000 lbs. at approximately 6 to 8 revolutions per minute equivalent to about 15 feet per minute.
(b) drum 8" diameter, made of steel, capable of holding 250 ft. of 5/8" link chain
(c) totally enclosed worm drive, with
(d) flexible steel coupling to
(e) 7-1/2 H.P. high slip, high torque, squirrel cage motor, 220 volts, 3 phase, 60 cycle, General Electric or equal, with electric brake and separate forward reverse stop, General Electric Magnetic starter, across-the-line type, with thermal overload and under voltage protection, and forward-reverse-stop push button station,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 360292.
Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:
1 - "Silent Hoist" drum winch \$1,550.00
Plus California State Sales Tax 38.75
F. O. B. San Diego, \$1,588.75

Said contractor agrees to begin delivery of said material within six months from and after the date of the execution of this contract, subject to strikes, and delays beyond contractor's 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: One Thousand Five Hundred Eighty-eight and 75/100 Dollars (\$1,588.75), inclusive of California State Sales Tax, F.O.B. San Diego.
Payment for said equipment will be made 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 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 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. 83018 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

Acting City Manager

BROWN-BEVIS EQUIPMENT COMPANY

By JOHN A. BEYNON, V.P.

(SEAL)

ATTEST:

WES. G. SCHWARTZ, Sec.

I HEREBY APPROVE the form and legality of the foregoing contract this 17th day of May, 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 Brown-Bevis Equipment Company; being Document No. 361981.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS, That GLENN PEARSON, an individual doing business as PEARSON MOTOR COMPANY, 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 One Thousand Two Hundred Forty-eight and no/100 Dollars (\$1,248.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of May, 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 - 1/2-ton pickup truck with chassis, cab and body, and
- 4 - 3-passenger Ford V-8 Deluxe model coupes,

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

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

GLENN PEARSON

an individual doing business as

PEARSON MOTOR COMPANY

Principal

PACIFIC EMPLOYERS INSURANCE COMPANY

Surety

By ROBERT F. DRIVER

Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA

County of San Diego

ss.

On this 10th day of May, 1946, 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 17th day of May, 1946.

I HEREBY approve the foregoing bond this 17 day of May, 1946.

RICHARD M. BOWEN
Notary Public in and for the State of California,
County of San Diego
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney
G. E. ARNOLD
Acting City Manager

Rate \$2.50 Per M on Contract Price
Premium \$12.48

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 10th day of May, 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 GLENN PEARSON, an individual doing business as PEARSON MOTOR COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1 - 1/2-ton pickup truck with chassis, cab and body, Wheelbase approximately 114" Motor 8 cylinder - Tires size minimum 6.50 x 16 - 6 ply Color - special City of San Diego Public Works green; and
- 4 - 3-passenger coupes, Ford V-8 Deluxe model Wheelbase approximately 114" Motor 8 cylinder Tires size minimum 6.00 x 16 - 4 ply;

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 360642.

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

| | | |
|--------------------------------------|-------------|------------|
| 1 - 1/2-ton pickup truck | \$990.05 | \$1,015.66 |
| California State Sales Tax | 25.61 | |
| 4 - 3-passenger coupes | \$968.47 | |
| California State Sales Tax | 25.57 | |
| | \$994.04 ea | 3,976.16 |
| | | \$4,991.82 |

On the basis of supply received.

Said contractor agrees to begin delivery of said material within _____ days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 19____, subject to strikes and delays beyond contractor's 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: Four Thousand Nine Hundred Ninety-one and 82/100 Dollars (\$4,991.82), inclusive of California State Sales Tax.

Payment for said equipment will be made 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 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 he will be bound by each and every part of this contract, and deliver and cause to be delivered all of said equipment, as herein specified.

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall

said City or any department, board of officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through its City Manager, pursuant to and under Resolution No. 83078 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
Acting City Manager

GLENN PEARSON
an individual doing business as
PEARSON MOTOR COMPANY

I HEREBY APPROVE the form and legality of the foregoing contract this 17th day of May, 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 Glenn Pearson d.b.a. Pearson Motor Company; being Document No. 361982.

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

By F. W. SICK 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: Benedict Avenue in Lakeside, Road Survey 1002 near Santee, Prospect Avenue south of Santee, Kenney Street, Central Avenue south of Santee, Cypress Lane, Broadway near Fletcher Hills, Lincoln Avenue in El Cajon Heights.

To perform the following work. To enter upon, excavate and install a 68" concrete water pipe line across the above mentioned streets at the location as shown on the annexed plats.

And as shown on sketch attached:

And we agree to comply with the following provisions.

CITY OF SAN DIEGO
By FRED D. PYLE
Room 268 Civic Center Bld.
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 road way 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 Thirty-six (36) 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

consequently 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.
Permission is hereby granted to perform the work as above requested, providing that through traffic shall be maintained or suitable detours provided upon any of the above mentioned streets that are traveled by or used for ingress or egress by the property owners or the general public.

May 16, 1946.
COUNTY ROAD COMMISSIONER
MERILE H. STEVERRSON

County Surveyor and Ex-Officio
Road Commissioner
B. P. MOORE, Assistant County
Surveyor

Permission to do the above work granted by resolution of the board of supervisors _____
19

J. B. MC LEES, County Clerk and
Ex Officio Clerk of the Board of
Supervisors

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Encroachment Permit from County of San Diego across County Roads for installation of the El Monte Pipe Line; being Document No. 362006.

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

AMENDMENT OF LEASE AGREEMENT

THIS AGREEMENT, Made and entered into this 26 day of April, 1946, by and between The City of San Diego, a municipal corporation, party of the first part, and Larry Finley of La Jolla, California, party of the second part, WITNESSETH:
THAT WHEREAS, on the 30th day of June, 1945, The City of San Diego, a municipal corporation, as party of the first part and Larry Finley, as party of the second part, made and entered into a lease agreement, filed July 10, 1945, in the office of the City Clerk, as Document No. 354968; and
WHEREAS, both the lessor and the lessee of said lease agreement now desire to amend said lease; NOW, THEREFORE,
It is mutually agreed by and between the lessor and the lessee of said lease that the same be amended as follows:
That whereas the aforesaid lease provides for the operation and management of "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," it shall be changed and amended to read that the lessee shall have all of the locker space in the west portion of the bath house instead of being limited to those in the southwest portion as provided in Document No. 354968;
It is understood and agreed that such additional area given by this amendment to the lessee does not include the area now used by the Life Guard Station; and
It is further understood and agreed that the party of the second part who is the lessee in said lease agreement will relinquish any space that may be necessary in the event that it becomes necessary to enlarge the Life Guard Station during the term of the lease dated June 30, 1945.
Subject to the amendment hereinabove set forth, the contract of June 30, 1945, shall otherwise remain in full force and effect.
IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager acting under and pursuant to Resolution No. 83021 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.

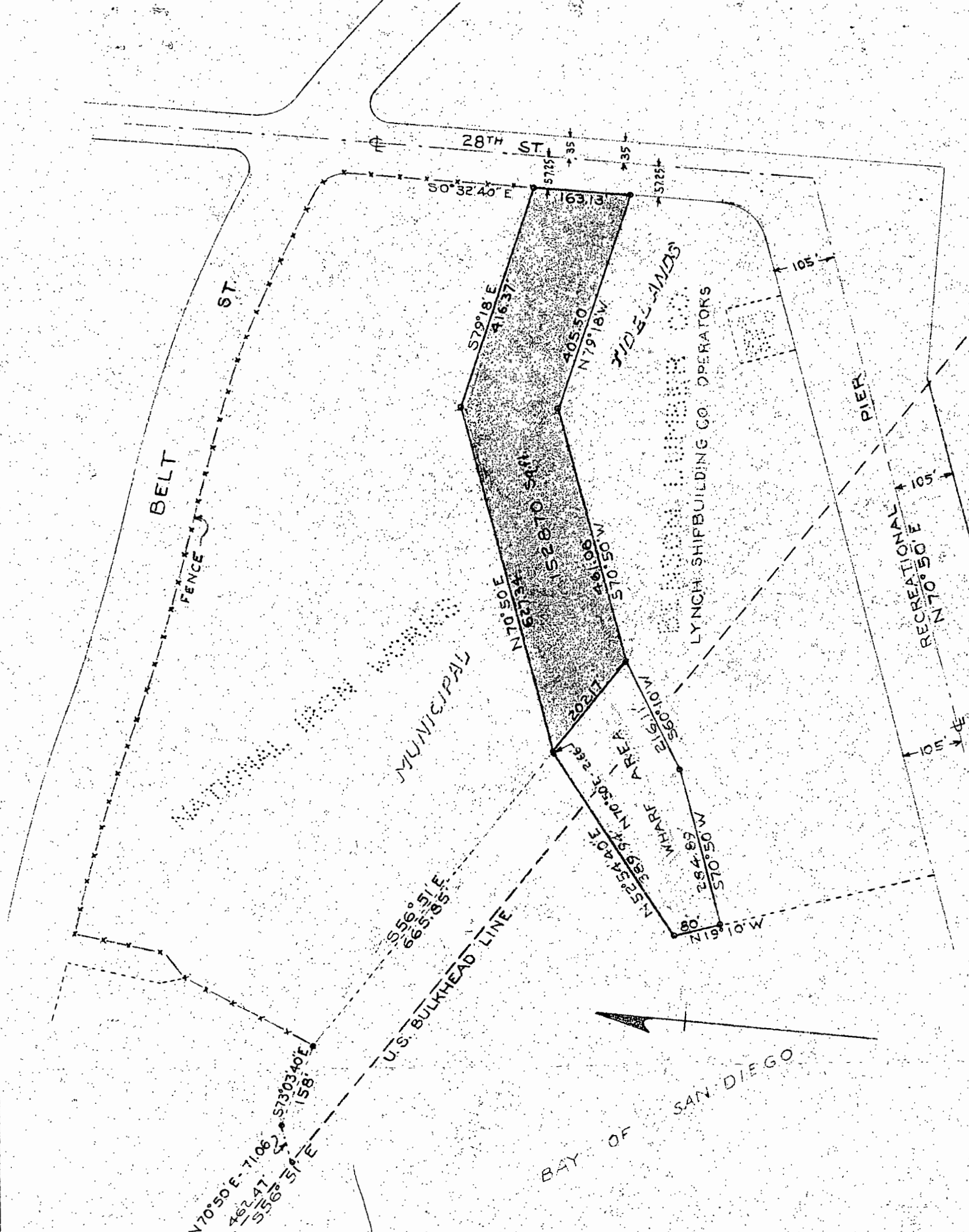
THE CITY OF SAN DIEGO, Lessor
By F. A. RHODES
City Manager
LARRY FINLEY
Lessee

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Amendment of Lease Agreement with Larry Finley; being Document No. 362041.

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

LEASE

THIS INDENTURE OF LEASE, made and entered into this 15th day of May, 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 THE PEOPLE'S FISH PACKING CORPORATION, a corporation, hereinafter called the "Corporation," WITNESSETH:
That the City, lessor as aforesaid, does by these presents demise and lease unto the Corporation, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Corporation hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes herinafter 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 distant 462.47 feet southeasterly from Government Station #187, on U. S. Bulkhead Line, as said line is now established for the Bay of San Diego; thence north 70° 50' east a distance of 71.06 feet to a point; thence south



STA. 187

NOTE - LEASE AREA SHOWN SHADED.

DRAWN BY L.R.L.
 TRACED BY
 CHECKED BY
 APPROVED

PORT DIRECTOR

HARBOR DEPARTMENT - CITY OF SAN DIEGO
 MUNICIPAL TIDELAND LEASE
 PEOPLES FISH PACKING
 CORPORATION

DATE MAR. 18, 1946
 SCALE 1" = 200'
 DRAWING NO.
 196-B

73° 03' 40" east a distance of 158 feet to a point, said point being the most westerly corner of that tideland area now leased to National Iron Works; thence following along the southwesterly boundary line of said area now leased to National Iron Works, south 56° 51' east a distance of 665.85 feet to the most southerly corner thereof, said corner being the true point or place of beginning; thence continuing along the southeasterly boundary line of said leased area, first north 70° 50' east a distance of 627.34 feet to a corner point; thence south 79° 18' east a distance of 416.37 feet to the most easterly corner point of said leased area; thence leaving said leased area south 0° 32' 40" east a distance of 163.13 feet to a point; thence north 79° 18' west a distance of 405.50 feet to a point; thence south 70° 50' west a distance of 461.08 feet to a point; thence north 56° 51' west a distance of 202.17 feet, more or less, to the true point or place of beginning, containing 152,870 square feet of tideland area.

PARCEL NO. 2:

Beginning at the true point or place of beginning of that tideland parcel hereinabove described, said point being the most southerly corner of that tideland area now under lease to National Iron Works; thence south 56° 51' east a distance of 202.17 feet to a point; thence, said point being the most southerly corner point of said tideland parcel of land hereinabove described; thence south 60° 10' west a distance of 216.11 feet to a point; thence south 70° 50' west a distance of 284.89 feet to a point; thence north 19° 10' west a distance of 80 feet to a point; thence north 52° 54' 40" east a distance of 389.94 feet to a point; thence north 70° 50' east a distance of 2.66 feet to the point or place of beginning.

The said lands hereinabove described being shown on the map or plat, designated as Drawing No. 196-B, dated March 18, 1946, attached hereto, marked "Exhibit A," and made a part hereof.

TO HAVE AND TO HOLD the said premises, and each and every part thereof unto the said lessees for a period of five (5) years, beginning on the 1st day of June, 1946, and ending on the 31st day of May, 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; and at the end of the fourth term to extend the same for another five-year period.

Such option shall be exercised by notice in writing on the part of the lessees, filed with the Clerk of The City of San Diego at least ninety (90) days prior to the end of the term of this lease, or any extension thereof. Thereupon this lease shall continue in full force and effect in accordance with all of the provisions hereof, except for increase of rental rate during the ensuing period of five years, and so through each succeeding period for which the lessees shall exercise their option. The rentals to be paid by lessees are as follows:

For the first five-year period, the sum of three cents (3¢) per square foot per year;

For the second five-year period, the sum of four cents (4¢) per square foot per year;

For the third five-year period, the sum of five cents (5¢) per square foot per year;

For the fourth five-year period, the sum of six cents (6¢) per square foot per year; and

For the fifth and last five-year period, the sum of seven cents (7¢) per square foot per year.

For the premises hereinbefore described as 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.

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 City, 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 construction, 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 construction, 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 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 Corporation will remove any structures or buildings placed or erected on said demised premises by the said corporation as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at its own cost and expense, and without any claim or right to damages or compensation therefor; provided, only, that said Corporation shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(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 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 placed by the Corporation on said premises, and all equipment installed on said premises by the Corporation 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) 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 premises hereinabove described.

(8) 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 Corporation of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the Corporation shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the Corporation, and shall not be held to include compensation to said Corporation for any damage to, interference with, or loss of business or franchise occasioned by any such annulment, change or modification.

(9) In the event the Corporation shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail or refuse to perform any of the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the City requiring it to comply with the provisions of this lease in any and all respects wherein the Corporation may be in default; then and in that event this lease shall terminate, and said Corporation shall have no further rights hereunder, and said Corporation 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 Corporation shall forfeit all rights and claims thereto and thereunder; and said Corporation, 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 Corporation to comply with the terms and conditions hereinbefore mentioned.

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

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, 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 EMIL KLICKA

A. BORTHWICK

R. H. VAN DEMAN

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

THE PEOPLE'S FISH PACKING CORPORATION
Lessee.

By MAURICE BERNARDINI

President

ATTEST:

A. T. PROCOPIO

Secretary

I HEREBY approve the form of the foregoing Lease this 22nd day of May, 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- The People's Fish Packing Corporation; being Document No. 362132.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. T. Patten Deputy

LEASE

THIS AGREEMENT, made and entered into this 9th day of May, 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 City Manager thereof, as Lessor, and VERA I. POUCHER, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 5 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 6th day of March, 1946, and ending on the 5th day of March, 1947, at and for the following rental:

The sum of Forty-two Dollars (\$42.00), 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 fire and 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 pur-

pose 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.

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 9 day of May, 1946.

THE CITY OF SAN DIEGO, Lessor

By F. A. RHODES

City Manager

VERA I. HAVALAND POUCHER

Cabin #5 - Rt. 1 - Box 9

Torrey Pines - Del Mar

I HEREBY APPROVE the form and legality of the foregoing Lease this 22nd day of May, 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 Vera I. Poucher for portion of Pueblo Lot 1340; being Document No. 362142.

FRED W. SICK

City Clerk of the City of San Diego, California

By

F. A. Rhodes

Deputy

CONTRACT

THIS AGREEMENT, made and entered into this 20th day of May, 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 its City Manager, First Party, and CARL R. RANKIN, of San Diego, California, Second Party, WITNESSETH:

THAT WHEREAS, the City has undertaken an extensive survey and investigation of the water supply sources and is preparing to do a large amount of work in enlarging the system to meet the water needs of the City, and desires in that connection to retain the services of Second Party as a Consulting Engineer; and

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

NOW, THEREFORE, in consideration of the premises and of the matters and things herein-after recited, the City does hereby agree to employ the Second Party as a Consulting Engineer in the conduct of the City's investigations, surveys and construction work, and said Second Party does hereby accept employment in said capacity, and agrees to render the professional services required of him by the City on the following terms and conditions, to-wit:

The City shall pay to the Second Party a retainer fee of Two Thousand Five Hundred Dollars (\$2,500.00), one-fourth of which shall be payable upon the execution of this contract, and the balance shall be payable in equal installments, i.e., payable in three, six and nine months thereafter. Said retainer shall entitle the City to the professional services of Second Party as a Consulting Engineer for Fifty (50) days, which services shall be performed during the year commencing on the 20th day of May, 1946, and ending on the 19th day of May, 1947. If the City shall require the services of Second Party for more than said Fifty (50) days during the year Second Party shall render the same as requested for a compensation of Fifty Dollars (\$50.00) per day. In addition to said retainer and per diem fee Second Party shall be compensated for his traveling and subsistence expenses when his services to the City require him to be outside of The City of San Diego.

It is understood and agreed that all detailed surveys, drafting and stenographic work will be performed by The City of San Diego under the direction, however, of Second Party in his capacity as Consulting Engineer, and that office space and equipment for performing the above work will be provided by The City of San Diego.

Subject to the foregoing limitations the City Manager shall designate the times and places for the rendition of said services by Second Party, as well as the kind or nature of the engineering service to be rendered.

IN WITNESS WHEREOF, this Agreement is executed on behalf of The City of San Diego by the City Manager, pursuant to the authority so to do contained in Resolution No. 82966, adopted by the City Council on the 16th day of April, 1946, and the second party has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

CARL R. RANKIN

Second Party

I HEREBY APPROVE the form and legality of the foregoing Contract, this 24th day of May, 1946.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

#110

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 22, 1946

J. McQUILKEN

R. W. GEFTE

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

To be paid out of WATER SYSTEM EXTENSION BOND FUND (708)

Memo CARL R. RANKIN CONSULTING ENGINEER (City's Investigations, Surveys & Construction Work)

Res. No. 82966

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Carl R. Rankin for services at Consulting Engineer; being Document No. 362199.
FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Totten Deputy

UNDERTAKING FOR STREET LIGHTING

Kensington Manor Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four Hundred Twenty Dollars (\$420.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of May, 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 KENSINGTON DRIVE, CANTERBURY DRIVE, EAST CANTERBURY DRIVE, SUSSEX DRIVE, NORFOLK TERRACE, WESTMINSTER TERRACE, ROCHESTER ROAD, LYMER DRIVE, MARLBOROUGH DRIVE, EDGEWARE ROAD, BEDFORD DRIVE, EAST BEDFORD DRIVE, HASTINGS ROAD, BRISTOL ROAD, ROXBURY ROAD, BRAEBURN ROAD, HILLDALE ROAD, MIDDLESEX DRIVE, SOUTH HEMPSTEAD CIRCLE, NORTH HEMPSTEAD CIRCLE, HEMPSTEAD PLACE, RIDGEWAY, PALISADES ROAD, EAST PALISADES ROAD and UNNAMED LANE, within the limits and as particularly described in Resolution of Intention No. 82376, adopted by the Council of said City on January 8, 1946, 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

THE CENTURY INDEMNITY COMPANY
By F. S. BOWERS
Attorney-in-Fact
(SEAL)
Surety

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

On this 15th day of May, A.D., 1946, before me, F. HARRY LeBARRON, a Notary Public in and for the said County and State, personally appeared F. S. BOWERS, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of THE CENTURY INDEMNITY COMPANY and acknowledged to me that he subscribed the name of THE CENTURY INDEMNITY COMPANY thereto as principal and her own name as Attorney-in-Fact.

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

(SEAL)
F. HARRY LeBARRON
Notary Public in and for said County and State

I HEREBY approve the form of the foregoing Undertaking this 23rd day of May, 1946.
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. 83119 passed and adopted on the 7th day of May, 1946, require and fix the sum of \$420.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING

Kensington Manor Lighting District No. 1

THIS AGREEMENT, made and entered into this 28th day of May, 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 herein-after mentioned.

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:
Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on or along;

KENSINGTON DRIVE, between a line parallel to and distant 100.00 feet north of Jefferson Avenue and Hilldale Road;
CANTERBURY DRIVE, for its entire length;
EAST CANTERBURY DRIVE, for its entire length;
SUSSEX DRIVE, for its entire length;
NORFOLK TERRACE, for its entire length;
WESTMINSTER TERRACE, for its entire length;
ROCHESTER ROAD, for its entire length;

LYMER DRIVE, for its entire length;
 MARLBOROUGH DRIVE, between a line parallel to and distant 100.00 feet north of
 Jefferson Avenue and Hilldale Road;
 EDGEWARE ROAD, between a line parallel to and distant 100.00 feet north of Jefferson
 Avenue and East Canterbury Drive;
 EDGEWARE ROAD, between Middlesex Drive and Bedford Drive;
 BEDFORD DRIVE, for its entire length;
 EAST BEDFORD DRIVE, for its entire length;
 HASTINGS ROAD, for its entire length;
 BRISTOL ROAD, for its entire length;
 ROXBURY ROAD, for its entire length;
 BRAEBURN ROAD, for its entire length;
 HILLDALE ROAD, for its entire length;
 MIDDLESEX DRIVE, for its entire length;
 SOUTH HEMPSTEAD CIRCLE, for its entire length;
 NORTH HEMPSTEAD CIRCLE, for its entire length;
 HEMPSTEAD PLACE, for its entire length;
 RIDGEWAY, for its entire length;
 PALISADES ROAD, for its entire length;
 EAST PALISADES ROAD, for its entire length; and the
 UNNAMED LANE, for its entire length.

Such furnishing of electric current shall be for a period of one year, to-wit, from
 and including May 1, 1946, to and including April 30, 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 Kensington Manor Lighting District No. 1", filed
 February 18, 1946, 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
 Eighty Dollars (\$1680.00) in twelve equal monthly installments drawn upon that certain
 special fund in the hands and under the control of the City Treasurer of said City, designated
 as "Kensington Manor Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that
 in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor,
 and as designated and permitted by the Railroad Commission of the State of California for
 the furnishing of current, shall be reduced at any time within the life of this contract,
 either by action of the San Diego Gas & Electric Company, or by or through any action of
 the Railroad Commission of the State of California, or other public body having jurisdiction
 thereof, that thereafter all payments to be made and/or all monthly installments to be paid
 shall be reduced to conform to, meet and be equal with the said reduction in charge; and in
 that event the total remaining sum to be paid under the terms of this contract shall like-
 wise 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 Eighty Dollars (\$1680.00) shall be paid out of any other fund than said special
 fund designated as "Kensington Manor Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this
 contract is made in pursuance of the provisions of the "Lighting District Ordinance of
 1938" and amendments thereto, and that in pursuance of the provisions of said ordinance an
 assessment has been levied for said sum of One Thousand Six Hundred Eighty Dollars (\$1680.00).

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"
 and amendments thereto, 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
 ELMER H. BLASE
 CHAS. C. DAIL
 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 23rd day of May, 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 San Diego Gas & Electric Company for Kensington Manor Lighting District No. 1;
 being Document No. 362143.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Patten Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 16th day of May, 1946, by and be-
 tween 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 J. B. ADAMS, hereinafter designated as the lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, that portion of the first floor of the City's building, designated as "Harbor Administration Building," located at 1041 West Broadway, in said City, covering 258 square feet of floor space in the southeast corner of said building.

Said leased premises are shown upon Harbor Department Drawing No. 194-B, dated March 15, 1946, 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 for a period of ten (10) years beginning on the 1st day of June, 1946, and ending on the 31st day of May, 1956, unless sooner terminated as herein provided, at the following rentals:

Forty-five dollars (\$45.00) per month, payable in advance on the first day of each and every month, for the first three years of said term, and/or until a new or different rental is fixed.

The right of the Harbor Commission of said City to adjust, at the end of said three-year period, and/or at the end of each three-year period thereafter during the remainder of said term, is hereby expressly reserved to said City, and said Lessee in accepting this lease acknowledges the right of the Harbor Commission to readjust and increase the rental of said premises as herein provided; provided, however, that the rental shall not be increased to exceed Seventy-five dollars (\$75.00) per month during the last four (4) years of said term.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee, his legal representatives and assigns, hereby covenant and agree to and with said City fully to observe, keep and perform:

(1) That this lease shall not be assignable or transferable, nor shall the lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted.

(2) That said premises are to be used by the lessee only for the purpose of conducting and carrying on a barber shop.

(3) That the lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the City in as good condition as now existing, reasonable and proper use thereof and damage by the elements excepted.

(4) It is further understood and agreed that the City shall not be required or obligated to make any repairs, alterations or improvements of any character whatsoever thereto or thereon.

(5) That the lessee shall not keep or permit to be kept by any one on the demised premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

(7) That the City shall pay for all water, electric current and gas used on said premises; provided, however, that said lessee shall reimburse the City for the cost of all gas used on said premises.

(8) That the City shall provide janitor service for said premises.

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

(10) That in case of a violation by the lessee of any of the terms or conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for his account.

(11) Upon the termination or cancellation of this lease, the lessee, upon the payment of all rentals accrued and unpaid hereunder, shall have the right to remove such equipment, trade fixtures and plumbing as the lessee may have installed in or upon the leased premises.

(12) In the event the leased premises are destroyed or damaged by fire, earthquake or other cause, so that the same may not be repaired or restored within ninety (90) days after date of such damage or destruction, the City may at its option restore or repair the same or cancel this lease upon written notice to the lessee served within thirty (30) days from the date said damage or destruction occurred; provided, however, that the lessee shall be relieved from the obligation to pay rent for such period of time as the leased premises are unfit for occupancy by reason of the damage or destruction thereof, as hereinabove stated; provided, further, that in the event the leased premises damaged or destroyed as aforesaid cannot be or are not repaired or restored by the City within six (6) months, the lessee shall have the option to cancel this lease and be relieved of all obligations hereunder, save and except the obligation to pay any rental accrued and unpaid at the time of such damage or destruction.

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 equipment, trade fixtures and plumbing installed in 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 occasioned by any such annulment, change or modification.

Reference is hereby made to all laws as they now exist, and as they may be hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein are made a part of this lease with like effect as though the same were expressly set forth herein, and the lessee does hereby expressly covenant that he will in all respects abide by all such laws; and will in the use and occupancy of said leased premises and in all business conducted therein strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor
By EMIL KLIKA
A. BORTHWICK
R. H. VAN DEMAN
Members of the Harbor Commission
of The City of San Diego.

J. B. ADAMS, Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 22nd day of May, 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 Tideland Lease - J. B. Adams for portion 1st Floor Harbor Administration Bldg.; being Document No. 362133.

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 H. Moore is the owner of Lot the N. 1/2 Lot F and all Lot E, Block 201, of Hortons Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this May 20 day of May, 1946, by John H. Moore that he will, for and in consideration of the permission granted to remove 20' feet of curbing on 4th Ave. between Ash & Beech adjacent to the above described property, bind _____ to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on him his 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 H. MOORE
308 U. S. Nat'l Bank Bldg.
San Diego, California

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

On this 20th day of May, A.D. Nineteen Hundred and Forty-six before me John W. Mott, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John H. 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.

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

(SEAL)

I HEREBY APPROVE the form of the foregoing agreement this 31st day of May, 1946.

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

RECORDED JUN 8 1946 40 min. past 10 A.M. in Book 2114 at page 453 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.
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 H. Moore; being Document No. 362402.

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, Arden Farms Co. is the owner of Lot G, Block 128, of Horton's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of April, 1946, by Arden Farms Co. that they will, for and in consideration of the permission granted to remove 20 ft. feet of curbing on J St. between 11th and 12th 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 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.

ARDEN FARMS CO.
By H. E. McGEE, Secretary
J. FRANK HOLT, Vice Pres.
1900 W. Slawson Ave.
Los Angeles 44, Calif.

(SEAL)

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

On this 23rd day of May, A.D. 1946, before me, Arthur S. Juno a Notary Public in and for the said County and State, personally appeared J. Frank Holt, known to me to be the Vice President, and H. E. McGee, known to me to be the Secretary of Arden Farms Co. the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me

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

(SEAL)
My Commission expires April 7, 1949
I HEREBY APPROVE the form of the foregoing agreement this 31st day of May, 1946.
ARTHUR L. JUNO
Notary Public in and for said County and State
Arthur L. Juno
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 8 1946 40 min. past 10 A.M. in Book 2114 at page 455 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.
ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.
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 Arden Farms Co.; being Document No. 362403.
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 curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Myron S. Wolf is the owner of Lot one, Block sixteen, of Middletown
NOW, THEREFORE, This AGREEMENT, signed and executed this seventh day of May, 1946, by Myron S. Wolf that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Kettner Blvd. between A and Ash Streets adjacent to the above described property, bind himself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.
And further agrees that this agreement shall be binding on myself 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.
MYRON S. WOLF
1305 Kettner Blvd. San Diego

STATE OF CALIFORNIA,)
County of Los Angeles) ss.
On this 15th day of May, 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 Myron S. Wolf known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission expires Dec. 14, 1947
I HEREBY approve the form of the foregoing agreement this 27th day of May, 1946.
ELIZABETH H. OZARK
Notary Public in and for the County of Los Angeles, State of California
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 6 1946 7 min. past 11 A.M. in Book 2136 at page 456 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; being Document No. 362245.
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, J. R. Townsend Co. Inc. is the owner of Lot 4 & 5, Block 10, of Middletown
NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of May, by J. R. Townsend Co. Inc. that we will, for and in consideration of the permission granted to remove 38' (1 - 18' Section & 1 - 20' Section) feet of curbing on State between B Street and A 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 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.

(SEAL)
J. R. TOWNSEND CO. INC.
J. R. TOWNSEND CO. INC.
W. H. ASTLER, V.P.
B. P. SMITH, Sec'y & Treas.

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

On this 24th day of May, 1946, before me, Horace W. Naylor, Jr. a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared W. H. Astler known to me to be the Vice President and B. P. Smith known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) My Commission expires July 8, 1946
STATE OF CALIFORNIA, }
County of San Diego, } ss.
Notary Public in and for the County of San Diego,
State of California
HORACE W. NAYLOR, JR.

On this 13th day of May, A.D. Nineteen Hundred and Forty six before me Horace W. Naylor Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. H. Astler known to me to be the person described in and whose name he subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,
State of California
HORACE W. NAYLOR JR.

I HEREBY APPROVE the form of the foregoing agreement this 27th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 6 1946 7 min. past 11 A.M. in Book 2136 at page 453 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
I certify that I have correctly transcribed this document in above mentioned book.
ORPHA HARBAUGH
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from J. R. Townsend Co. Inc.; being Document No. 362246.
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, J. R. Townsend Co. Inc. is the owner of Lot 12, Block 3, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of May, 1946, by J. R. Townsend Co. Inc. that we will, for and in consideration of the permission granted to remove 20 feet of curbing on Union between B and C 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.

J. R. TOWNSEND CO. INC.
J. R. TOWNSEND CO. INC.
W. H. ASTEER, V. P.
B. P. SMITH, Sec'y & Treas..

(SEAL)
STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 24th day of May, 1946, before me, Horace W. Naylor, Jr. a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared W. H. Astler known to me to be the Vice President and B. P. Smith known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,
State of California
HORACE W. NAYLOR, JR.

My Commission expires July 8, 1946
STATE OF CALIFORNIA, }
County of San Diego, } ss.

On this 13th day of May, A.D. Nineteen Hundred and Forty six before me Horace W. Naylor Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. H. Astler known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,
State of California
HORACE W. NAYLOR JR.

I HEREBY approve the form of the foregoing agreement this 27th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney
RECORDED JUN 6 1946 7 min. past 11 A.M. in Book 2136 at page 454 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 J. R. Townsend Co. Inc.; being Document No. 362247.
FRED W. SICK
City Clerk of the City of San Diego, California

By FIT Patten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City
of San Diego, California, prohibit the removal of any curbing or the installation of any
driveway on any city street prior to signing an agreement with the City to replace any curb-
ing so removed, at such time as requested so to do by the City Council, and
WHEREAS, J. R. Townsend Co. Inc. is the owner of Lot Lot 12, Block 3, of Middletown
NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of May, 1946, by
J. R. Townsend Co. Inc. that we will, for and in consideration of the permission granted to
remove 20 (one driveway of 20') feet of curbing on B Street between State Street and Union
Street adjacent to the above described property, bind ourselves to, and we hereby by these
presents agree to remove any driveway constructed in pursuance hereto, and to replace the
curbing at such time as the City Council of San Diego directs us so to do, and comply there-
with at our own expense and with no cost or obligation on the part of The City of San Diego.
And further agree that this agreement shall be binding on 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.

(SEAL)

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

On this 24th day of May, 1946, before me, Horace W. Naylor, Jr. a Notary Public in and
for the said County of San Diego, State of California, residing therein, duly commissioned
and sworn, personally appeared W. H. Astler known to me to be the Vice President and B. P.
Smith known to me to be the Secretary of the Corporation that executed the within instrument,
known to me to be the persons who executed the within Instrument on behalf of the Corporation
therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

My Commission expires July 8, 1946
STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 13th day of May, A.D. Nineteen Hundred and Forty six before me Horace W. Naylor
Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn,
personally appeared W. H. Astler known to me to be the person described in and whose name is
subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

HORACE W. NAYLOR JR.
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 May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy City Attorney
RECORDED JUN 6 1946 7 min. past 11 A.M. in Book 2136 at page 457 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 J. R. Townsend Co. Inc.; being Document No. 362248.
FRED W. SICK
City Clerk of the City of San Diego, California

By FIT Patten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City
of San Diego, California, prohibit the removal of any curbing or the installation of any
driveway on any city street prior to signing an agreement with the City to replace any curb-
ing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Frank Kusenback is the owner of Lot 53, Block _____, of Talmadge Park Manor, #2
NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of May, 1946, by
Frank Kusenback that he will, for and in consideration of the permission granted to remove
18 ft. feet of curbing on 50th between Adams and Collier 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 them 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 KUSENBACH
823 - 6th Ave. San Diego, Cal.
M. 8586

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

On this 21st day of May, 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 Frank Kusenback known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) Marie D. Sparks
Notary Public in and for the County of San Diego,
State of California
My Commission expires Nov. 11, 1947
I HEREBY APPROVE the form of the foregoing agreement this 27th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 6 1946 7 min. past 11 A.M. in Book 2136 at page 458 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 Frank Kusenback; being Document No. 362249.

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 P. Loftus is the owner of Lots 4 & 5, Block 30, of San Diego Property Union

NOW, THEREFORE, This Agreement, signed and executed this 21 day of May, 1946, by John P. Loftus that he will, for and in consideration of the permission granted to remove 20' feet of curbing on 33rd St between Ash and A St. adjacent to the above described property, bind to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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.

JOHN P. LOFTUS
1430 Felton St.

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

On this 21st day of May, A. D. Nineteen Hundred and 46 before me Carol Fifield, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John P. Loftus known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) Carol Fifield
Notary Public in and for the County of San Diego,
State of California
My Commission expires June 19, 1949
I HEREBY APPROVE the form of the foregoing agreement this 27th day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 6 1946 7 min. past 11 A.M. in Book 2146 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.
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 John P. Loftus; being Document No. 362250.

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 guest house and a single family residence.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF SAN DIEGO

SS.

Walton Mac Connell, after being first duly sworn, for himself deposes and says;
That I am the owner of the hereinafter described real property; Lot a portion of Pueblo Lot 1285, known as Lot 62B of Assessor's Map No. 33 Subdivision____, located at north side of Spindrift Drive near St. Louis Terrace;

That I desire to construct a guest house and a single family residence on the above described property and have applied for a Zone Variance under Application No. 3744, dated April 19, 1946;

That I, in consideration of approval granted by the City of San Diego to construct said buildings by Zoning Committee Resolution No. 1556, dated May 23, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will remove the kitchen in the guest house upon completion of the single family residence.

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

WALTON MAC CONNELL
BEACH CLUB LA JOLLA, CALIF.

On this 25th day of May, 1946, A.D. Nineteen Hundred and 46, before me, Frank Turnbull A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Walton J. Mac Connell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)
My Commission expires 4/12/1948

RECORDED JUN 6 1946 11 A.M. in Book 2146 at page 326 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Walton Mac Connell for residence in Pueblo Lot 1285; being Document No. 362257.

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

By FTatten Deputy

A G R E E M E N T

Regarding construction of addition of bedroom and bath to existing garage

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF SAN DIEGO

SS.

R. H. Mac Quidy, after being first duly sworn, for himself deposes and says;
That I am the owner of the hereinafter described real property; Lot One Thousand Eighty Seven (1087) Block____Subdivision Talmadge Park, located at 4704 Miracle Street;

That I desire to construct a bedroom and bath addition to an existing garage on the above described parcel of land with a four (4) foot rear yard, and have applied for a variance to the Yard Ordinance by Application No. 3786, dated May 8, 1946;

That I, in consideration of approval granted by the City of San Diego to construct said bedroom and bath as addition to an existing garage by Zoning Committee Resolution No. 1554, dated May 23, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the addition will be used as a part of the single family residence and will not be a rental.

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. H. MAC QUIDDY
4704 Miracle Drive

On this 27 day of May, A.D. Nineteen Hundred and 46, before me, Paul Bolz A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. H. Mac Quidy known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)
My Commission expires June 14, 1946

RECORDED JUN 6 1946 11 A.M. in Book 2146 at page 324 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from R. H. Mac Quiddy relative to addition at 4704 Miracle Street; being Document No. 362295.

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

By F. J. Allen Deputy

A G R E E M E N T

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

WHEREAS, UNION OIL COMPANY OF CALIFORNIA is the owner of Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38, Block 133, of Mannasse and Schiller's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this twenty-first day of May, 1946, by UNION OIL COMPANY OF CALIFORNIA that they will, for and in consideration of the permission granted to remove 24 feet of curbing on Sixteenth Street between Newton Avenue and National Avenue adjacent to the above described property, bind ourselves to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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.

UNION OIL COMPANY OF CALIFORNIA
By: J. W. MILLER
Manager, Southwest Territory
617 West Seventh Street
Los Angeles, California

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

On this 21st day of May, A.D. Nineteen Hundred and Forty-six before me Norma E. Carmichael, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. W. Miller, known to me to be the Manager, Southwest Territory, of Union Oil Company of California, 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL) NORMA E. CARMICHAEL
Notary Public in and for the County of Los Angeles
My Commission expires Nov. 25, 1949 State of California.

I HEREBY APPROVE the form of the foregoing agreement this 31st day of May, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

ATTESTED COPY OF ORIGINAL DOCUMENT
UNION OIL COMPANY OF CALIFORNIA

I, W. R. Edwards, Secretary of Union Oil Company of California, do hereby certify that the following is a true and correct copy of a resolution adopted by the Board of Directors of said Company at a meeting held May 22, 1939, at which meeting a majority of said Board were present:

"RESOLVED:

1. That the President of this Company, on behalf of this Company and in the name of this Company, be and he is hereby authorized from time to time to bid and enter into contracts to furnish oil or other products of this Company to the Government of the United States, or any Department thereof, or any state, county or municipality or department thereof, upon such terms as he may see fit; and also in the name of this Company on behalf of this Company to execute any and all necessary or proper bonds to be executed for the purpose of so bidding, and also for the purpose of securing the performance of such contracts.
2. That all authority and power conferred upon the President by Section 1 of this resolution be and the same are hereby conferred upon such person or persons as he may, by his power of attorney in writing, from time to time designate, and such person or persons so designated shall sign the name of this Company to all such bids, contracts and bonds by himself as Agent of this Company, and all of the acts and doings of the President and the person or persons so designated by him are hereby ratified and confirmed."

I further certify that Reese H. Taylor is the duly elected President of the said Union Oil Company of California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said company this 26th day of April, 1945.
(SEAL)

W. R. EDWARDS
Secretary

KNOW ALL MEN BY THESE PRESENTS, that I, Reese H. Taylor, the President of the Union Oil Company of California, a corporation created and existing under the laws of the State of California, pursuant to a resolution of the Board of Directors of said Company adopted at a meeting of said Board held on May 22, 1939, a certified copy of which resolution is given above, have made, constituted and appointed, and by these presents do hereby make, constitute and appoint J. W. Miller the true and lawful Attorney in Fact and Agent, with full power for said company and in the name of said company, from time to time to bid for and enter into contracts to furnish oil and other products of this company to the Government of the United States or any Department thereof, or any state, county or municipality or department thereof, upon such terms as he may see fit, and also in the name of said company and on behalf of said company to execute any and all necessary or proper bonds to be executed for the purpose of so bidding and also for the purpose of securing the performance of such contracts. And pursuant to said resolution I do hereby confer upon the said J. W. Miller all of the authority and powers conferred upon me, the said Reese H. Taylor, by Section 1 of said resolution, and I do hereby designate the said J. W. Miller as my substitute under said resolution to make any and all such bids, contracts and bonds as Agent of said company,

and to sign the name of said company thereto, by himself as such Agent, And I do hereby ratify and confirm all that the said J. W. Miller shall do in and about the premises.
IN WITNESS WHEREOF, I have hereunto executed these presents in the name of Union Oil Company of California, by myself as its duly authorized Agent and Attorney in Fact, and I have also executed these presents in my own individual name, all on this 26th day of April, 1945.

Signed, sealed and delivered
in the presence of M. NEHR (SEAL)
UNION OIL COMPANY OF CALIFORNIA
By REESE H. TAYLOR
Its President and Attorney in Fact.
REESE H. TAYLOR

STATE OF CALIFORNIA)
County of Los Angeles) ss.

I, Holt R. Gregory, a Notary Public in and for the State of California, duly commissioned and sworn, do hereby certify that on this 26th day of April, 1945, before me personally appeared Reese H. Taylor, the President of the Union Oil Company of California, and the Attorney in Fact of said Union Oil Company of California, under and by virtue of the resolution, hereinabove recited, and acknowledged to me that he signed, sealed and executed the foregoing instrument as the corporation act and deed of said Union Oil Company of California and as his individual act and deed, as Attorney in Fact of said Union Oil Company of California, all freely and voluntarily for the uses and purposes therein mentioned.
Given under my hand and official seal the day and year in this certificate first above written.

HOLT R. GREGORY
Notary Public in and for the State of California,
residing in Los Angeles.
Certified a true executed copy: (Notarial Seal)
W. R. EDWARDS
Secretary

(SEAL) ATTEST: W. R. EDWARDS, Secretary
My Commission expires August 14, 1945. Dated: April 26, 1945.
RECORDED JUN 8 1946 40 min past 10 A.M. in Book 2152 at page 118 of Official Records,
San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
A. WILHOIT
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 Union Oil Company of California; being Document No. 362399.
FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sick Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE
WORK PERFORMED AND MATERIALS FURNISHED BY
E. P. WATSON UNDER HIS CONTRACT FOR THE
BREAKING OF BOULDERS AND MOVING OF MATERIAL AT EL CAPITAN DAM SPILLWAY, IN THE
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

TO WHOM IT MAY CONCERN:
NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by E. P. Watson under his contract for the breaking of boulders and moving of material at El Capitan Dam Spillway, in the County of San Diego, State of California, and which contract is dated April 3, 1946, and is on file in the office of the City Clerk of said City as Document No. 360772, have been performed and furnished to the satisfaction of the City Manager and Hydraulic Engineer of said City in charge of and having supervision of said work on June 5, 1946.
YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on June 11, 1946, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by E. P. Watson. 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 11th day of June, 1946.

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

RESOLUTION NO. 83411
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 E. P. Watson, under his contract for the breaking of boulders and moving of material at El Capitan Dam Spillway, which contract is dated April 3, 1946, and is on file in the office of the City Clerk of said City as Document No. 360772, 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 Hydraulic Engineer, 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 E. P. Watson under the contract for the breaking of boulders and moving of material at El Capitan Dam Spillway, 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.
Presented by _____
Approved as _____
to form by J. F. DuPaul, City Attorney
By _____
Assistant City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this

11th day of June, 1946, by the following vote, to-wit:

YEAS - Councilmen: Blase, Boud, Dail, Austin
 NAYS - Councilmen: None
 ABSENT-Councilmen: Crary, Wincote, Mayor Knox

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. 83411 of the Council of the City of San Diego, California, as adopted by said Council Jun 11 1946.

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

(SEAL)

RECORDED JUN 12 1946 10 min. past 9 A.M. in Book 2138 at page 432 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
 By Deputy H. I. ERB

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

V. FUERTH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of Work under E. P. Watson; being Document No. 362663.

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

By F. T. Patten Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 23rd day of May, 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 CRESCENT CAFES, 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, which said lands hereby leased are 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 1717.42 feet southeasterly from Government Station No. 182; thence south 43° 31' west on a line which is the approximate center line of Fifth Street Pier, a distance of 278.9 feet to a point; thence at right angles north 46° 29' west a distance of 7.5 feet to the true point or place of beginning; thence continuing north 46° 29' west a distance of 20 feet to a point; thence at right angles south 43° 31' west a distance of 86.7 feet to a point; thence at right angles south 46° 29' east a distance of 7.6 feet to a point; thence at right angles south 43° 31' west a distance of 48 feet to a point; thence at right angles south 46° 29' east a distance of 12.4 feet to a point; thence at right angles north 43° 31' east a distance of 56.4 feet to a point; thence at right angles south 46° 29' east a distance of 6 feet to a point; thence at right angles north 43° 31' east a distance of 30.7 feet to a point; thence at right angles north 46° 29' west a distance of 6 feet to a point; thence at right angles north 43° 31' east a distance of 47.6 feet, more or less, to the true point or place of beginning, containing 2518 square feet of area; including that portion of the Fifth Street Pier situated on the tidelands hereinabove described.

The lands and portion of the Fifth Street Pier hereinabove described being shown on Drawing No. 95-B-3, dated March 1, 1946, attached hereto, marked "Exhibit A," and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for a period of ten (10) years, beginning on the 1st day of June, 1946, and ending on the 31st day of May, 1956, unless sooner terminated as herein provided, at the following rentals:

The sum of fifty dollars (\$50.00) per month, OR a sum equal to three per cent (3%) of the total gross receipts derived from the operation of a restaurant or lunch room on said premises, whichever sum is larger.

In this connection the lessee hereby covenants and agrees that he will at all times during the life of this lease keep true, accurate and complete records of all sales made by him at the leased premises, and at the close of each month he will render a statement to the City showing all sales made by him on said leased premises during the preceding month, 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 agents 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 monthly statements of sales hereinabove required to be made.

All rentals hereunder shall be due and payable monthly upon the 10th day of each and every month during the term of this lease.

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

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

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

(1) That the demised premises shall be used for the purpose of conducting and maintaining a restaurant and/or lunch room thereon. The lessee shall have the right to construct and maintain such buildings as may be necessary or convenient for conducting or 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 the Planning Commission of said City.

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

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

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

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

(7) Reference is hereby made to all laws as now existing, or 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.

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 above written.

THE CITY OF SAN DIEGO, Lessor

By EMIL KLICKA

A. BORTHWICK

R. H. VAN DEMAN

Members of the Harbor Commission

CRESCENT CAFES, Lessee

By O. J. HALL

I HEREBY approve the form of the foregoing Lease this 7th day of June, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease-Crescent Cafes; being Document No. 362640.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. Tatten Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 6th day of June, 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 HIGH SEAS TUNA PACKING COMPANY, INC., a corporation, hereinafter sometimes called the "Company," WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Company, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Company hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain act of the Legislature of the State of California, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the 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 line is now established for the Bay of San Diego, distant 204.11 feet southwesterly from Government Station No. 187; thence south 19° 10' east a distance of 431.75 feet to a point; thence at right angles south 70° 50' west a distance of 203 feet to a point; thence at right angles north 19° 10' west a distance of 37.36 feet to a point; thence north 56° 51' west a distance of 259.31 feet to a point; thence at right angles north 33° 09' east a

distance of 456.80 feet to a point; thence south 19° 10' east a distance of 90.06 feet, more or less, to the point or place of beginning, containing 115,980 square feet of tideland area.

PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as said line is now established for the Bay of San Diego, distant 204.11 feet southwesterly from Government Station No. 187; thence south 19° 10' east a distance of 431.75 feet to the true point or place of beginning; thence continuing south 19° 10' east a distance of 264 feet to a point; thence at right angles south 70° 50' west a distance of 203 feet to a point; thence at right angles north 19° 10' west a distance of 264 feet to a point; thence at right angles north 70° 50' east a distance of 203 feet to the point or place of beginning.

The said lands hereinabove described being shown on the map or plat, designated as Drawing No. 89-B-1, dated March 20, 1946, 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 Company for the period of five (5) years, beginning on the 1st day of June, 1946, and ending on the 31st day of May, 1951, unless sooner terminated as herein provided, upon the rentals hereinafter specified; with an option on the part of the Company 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 Company, 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 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 Company shall exercise its option. The rentals to be paid by the Company 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 five-year period the sum of seven cents (7¢) 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.

Neither the whole nor any part of this lease shall be assignable or transferable, nor shall the Company have the right to sublet the leased premises, or any part thereof, without the written 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 hereinabove described as Parcel No. 1 shall be used only and exclusively for the construction, 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 construction, operation and maintenance thereon of a wharf and other structures necessary for the loading, unloading and servicing 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 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 Company will remove any structures or buildings placed or erected on said demised premises by the said Company 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 Company 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.

(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 contractual lien which the City may have for unpaid rents or charges.

(7) 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 premises hereinabove described.

(8) 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 Company of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the Company shall be based upon and limited to compen-

sation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the Company, and shall not be held to include compensation to said Company for any damage to, interference with, or loss of business or franchise occasioned by any such annulment, change or modification.

(9) In the event the Company shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above set forth, and shall fail or refuse to perform any of the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the City requiring it to comply with the provisions of this lease in any and all respects wherein the Company may be in default, then and in that event this lease shall terminate, and said Company shall have no further rights hereunder; and 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 Company shall forfeit all rights and claims thereto and thereunder; and said Company, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Company to comply with the terms and conditions hereinbefore mentioned.

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

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the 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 EMIL KLICKA
A. BORTHWICK
R. H. VAN DEMAN
Members of the Harbor Commission
of The City of San Diego

HIGH SEAS TUNA PACKING COMPANY, INC.
Lessee.
By JOHN V. MORRIS, Secretary
(SEAL)

ATTEST:
MILDRED PETERSON

I HEREBY APPROVE the form of the foregoing Lease this 7th day of June, 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 - High Seas Tuna Packing Co. Inc.; being Document No. 362641.
FRED W. SICK,
City Clerk of the City of San Diego, California
By J. H. McKinney Deputy

KNOW ALL MEN BY THESE PRESENTS, That HARRY EPSTEN, an individual doing business as the MOTOR FINANCE COMPANY, 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 Three Hundred Thirteen and no/100 Dollars (\$313.00), lawful money of the United States of America, to be 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 11th day of June, 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 - 1942 Model Traveleer, Serial 1277,
License No. 97911, used house trailer,
in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.
NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.
HARRY EPSTEN
an individual doing business as
MOTOR FINANCE COMPANY
P. SAVAGE
Principal
(SEAL)
PACIFIC EMPLOYERS INSURANCE COMPANY
By ROBERT F. DRIVER
Attorney-in-Fact

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 11th day of June, 1946, before me JONAS EDWIN HEDQUIST, 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) JONAS EDWIN HEDQUIST
Notary Public in and for the State of California,
County of San Diego.
My Commission expires Mar. 3, 1950
I HEREBY APPROVE the form of the within Bond, this 11th day of June, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this ____ day of June, 1946.

G. E. ARNOLD, City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 11th day of June, 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 HARRY EPSTEN, an individual doing business as MOTOR FINANCE 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 - 1942 Model Traveleer, Serial 1277, License No. 97911, used house trailer, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 361422.

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

- 1 - 1942 model used Traveleer house trailer \$ 1,250.00

Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 20th day of June, 1946.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: One Thousand Two Hundred Fifty Dollars (\$1,250.00), inclusive of California State Sales Tax.

Payment will be made for said house trailer 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 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 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. 83292 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
Ass't. City Manager

HARRY EPSTEN
an individual doing business as
MOTOR FINANCE COMPANY

I HEREBY approve the form and legality of the foregoing contract this 11th day of June, 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 Harry Epsten for furnishing one used house trailer; being Document No. 362727.

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

By 779 Peters Deputy

AGREEMENT FOR AMENDMENT OF CONTRACT.

THIS AGREEMENT, made and entered into this 18th day of June, 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 Council of said City, party of the first part, hereinafter called the "City," and F. E. YOUNG, party of the second part, and hereinafter sometimes designated as the "Contractor," WITNESSETH:

WHEREAS, The City of San Diego and said F. E. Young, as contractor, heretofore on the 5th day of March, 1946, entered into a contract for the construction of a reinforced concrete Community Center Building on Lots 15 to 21, Block 31, 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, which said contract is on file in the office of said City Clerk as Document No. 359906, and is recorded in Book 16, page 374, Records of said City Clerk; and

WHEREAS, said City and said Contractor are mutually desirous of amending and modifying said contract, whereby certain additional work shall be added to and included in said contract;

NOW, THEREFORE, in consideration of the premises and the matters and things hereinafter recited, and the mutual consent of the parties, said above-described contract is hereby amended and modified in the following respects, and none other:

(1) The second, third, fourth and fifth paragraphs of said contract, on page 1 thereof, be, and the same are hereby amended to read as follows:

"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 and the addition thereto 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 Documents No. 355040 and 361687, on file in the office of the City Clerk of said City.

Said contractor agrees to do and perform all of said work at and for the following price, to-wit: Eighty-six thousand nine hundred seventy-six dollars (\$86,976.00).

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 180 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: Eighty-six thousand nine hundred seventy-six dollars (\$86,976.00); said payments to be made as follows:"

Except as herein specifically amended, all of the terms and conditions of said contract dated March 5, 1946, shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement 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.

Res. No. 83462

(SEAL)
ATTEST:
FRED W. SICK, City Clerk

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
WALTER W. AUSTIN
CHAS. C. DAIL
ERNEST J. BOUD
Members of the Council

F. E. YOUNG
Contractor

I HEREBY approve the form and legality of the foregoing Agreement for Amendment of Contract this 25 day of June, 1946.

J. F. DuPAUL, City Attorney
By MOREY S. LEVENSON
Assistant City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER #141

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 \$12,126.00
Dated Jun 21, 1946

J. McQUILKEN
R. W. GEFTE
Auditor and Comptroller of the City of San Diego,
California

To be paid out of Fund 100, Ord. 2945
(F. E. Young)

Memo Add. Enc. to cover amended Contract on Ocean Beach Recreation Center as authorized by Res. No. 83462.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Amendment of Contract with F. E. Young for Community Center Building in Blk. 31, Ocean Beach; being Document No. 363116.

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 20th day of June, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part and MRS. MARGARET WYLIE WARE of La Jolla, California, party of the second part, WITNESSETH:

WHEREAS, The City of San Diego has been and is now operating a social recreation building known as the La Jolla War Memorial Building, located on property owned by The City of San Diego; and

WHEREAS, the City desires to lease said premises to a concessionaire to provide food-stuffs, soft drinks and other services to the public at prices consistent and in accord with La Jolla commercial enterprises operating similar snack-bar services; all customers to be charged the same price for the same and similar services; NOW, THEREFORE,

IT IS MUTUALLY AGREED between the party of the first part and the party of the second part, as follows:

1. That the City of San Diego shall maintain control over all activities in this building and City employees shall carry on all recreational activities in said building; that the party of the second part, as concessionaire in this contract, shall provide the public with foodstuffs, soft drinks etc.

The party of the second part agrees that she will diligently and in a creditable manner supply these services to the public in conformity with the general rules and regulations of the City of San Diego; said second party further agrees that she will furnish, at her own cost and expense, a suitable stock of necessary supplies including a coke machine and all other equipment necessary for carrying on said business and that she will secure her own permits and comply with all applicable rules and regulations now in force in the City of San Diego and the County of San Diego.

2. The City of San Diego assumes no responsibilities for losses or damages as a result of the activities of its employees, patrons, fire, theft, storm, rain or acts of God; and the party of the first part reserves the right to close said building for recreational activities when it is deemed to be for the best interest of the City and the concessionaire shall have no claim against the City by reason of such closing.

The party of the second part agrees that upon the termination of this lease she will promptly vacate the premises and leave them in good, clean condition, ordinary wear and tear excepted.

3. The party of the first part shall not sublet or sublease or assign any right or interest hereunder without the written approval of the City Manager and nothing in this agreement shall be construed as making the party of the second part an agent or employee of the City for any purpose, nor as creating between the party of the first part and the second part a relationship of partnership in joint adventure.

4. The party of the second part shall operate the property in such a manner as not to create or permit any nuisance thereon and any objectionable features shall be removed upon notice from the City.

The party of the second part agrees to cooperate and assist those engaged in carrying on recreational activities in order to have harmony and good feeling at this center of activity.

The party of the second part agrees that at the close of each day's operation, she will clean or have cleaned all litter and dirt in and around her concession to the satisfaction of the Recreation Department.

5. The hours of service are to be determined by agreement between the party of the first part and the party of the second part working in conjunction with the City Playground and Recreation Department.

Violation of any of the provisions of this contract shall be cause for cancellation of the contract upon fifteen (15) days written notice.

6. The party of the second part shall at her own cost, secure and file with the City of San Diego, the following bonds and policies of insurance, written by companies authorized to do business in the State of California and satisfactory to the City Manager of the City of San Diego; these bonds and insurance policies shall be kept in force throughout the period of the contract and in the event that any such bond or insurance policy is cancelled or that the company which has written the same shall cease to be financially responsible to the satisfaction of the City Manager of the City of San Diego, then upon notice by the City of San Diego, another bond or insurance policy of same amount and written by a company satisfactory to the City Manager of the City of San Diego shall be forthwith substituted therefor at the expense of the party of the second part; said bond and policies of insurance are as follows:

(a) If the party of the second part has employees, a policy of Workmen's Compensation Insurance covering all of the employees working in her concession;

(b) A policy of Public Liability in the amount of \$5,000/\$10,000 with the City of San Diego named as an additional assured;

7. Prices charged for food by the party of the second part shall be in line with prices charged by commercial establishments providing the same or similar services in La Jolla and in any event shall not be above the ceiling prices established by the OPA.

Party of the second part agrees to pay to the City the sum of Ten Percent (10%) of her gross revenue, exclusive of state sales tax and city tax, if any, and shall make said payment to the City for the previous week's operation, on Monday of each week.

8. It is agreed and understood that the City Auditor and Comptroller of the City of San Diego shall have the right to examine any and all financial records pertaining to the operation of a concession permitted under this agreement.

Party of the second part agrees to keep records in a manner that will adequately reflect all financial transactions of the business and will make the same available to the City Auditor and Comptroller at any time that said official may deem it necessary to audit or check financial reports of said party of the second part.

9. Time is of the essence of all the terms, conditions and provisions of this contract and should any rent and/or percentage payment remain unpaid for a period of five (5) days after it becomes due or should the party of the second part fail to perform, keep or fulfill any of the terms, provisions or conditions of the concession in the manner herein specified and such failure of said party of the second part should continue for ten (10) days after written notice thereof by the City to the said party of the second

part, then and in either of such events the city may, at its option at any time after the expiration of said respective time limits and before said default is finally cured, re-enter and take possession of the premises and each and every part thereof and remove all persons and equipment therefrom and/or terminate this concession agreement and all the rights of the concessionaire thereunder.

10. The concessionaire agrees that she will not use or suffer or permit any person to use in any manner whatsoever, said premises or any part thereof or any building thereon for any illegal or immoral purposes or for any purposes in violation of any federal, state or municipal law, ordinance, rule, order or regulation of or any ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless The City of San Diego, its officers and agents from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation, occasioned by any act, neglect or omission of the party of the second part or her agents or employees.

11. The Party of the second part agrees that she will, within four (4) weeks after the termination of this contract, remove all her personal property, goods, chattels and effects from said premises and upon failure so to do, party of the second part hereby authorizes the City, as her agent to take over said property, goods, chattels and effects without incurring any liability therefor.

12. The party of the second part states that no representation as to the condition of the premises has been made by party of the first part and that she has made a thorough inspection of said premises and relies wholly on said inspection, and agrees to accept the premises in the condition existing as of the date hereof.

13. It is understood and agreed that all repairs, improvements, alterations, installations and construction in or about said premises shall be subject to the approval of the City Manager and all improvements of a permanent nature in or to the premises shall revert to the City at the termination of this concession agreement.

14. The party of the second part agrees that she will not use or store, or permit to be used or stored, on the premises, any substance, article or commodity in such a manner as to impair or render void any fire insurance upon any building or structure.

15. If at any time during the term of this concession agreement, any petition in bankruptcy shall be filed by or against the concessionaire, or the concessionaire shall be adjudicated bankrupt, or a receiver shall be appointed by any court of competent jurisdiction to take possession of the property of the concessionaire, or if the concessionaire shall make any assignment for the benefit of creditors, then this contract shall immediately cease, terminate and expire and the City shall have the right to forthwith by force or otherwise, re-enter the premises and repossess the same, without any liability for damages anything in this concession to the contrary notwithstanding.

16. Upon the default in the payment of any rent and/or percentage payment, the City may at its option, notice having been given, forthwith enter the premises and operate the same as agent of the party of the second part, applying all income derived from the operation thereof, first, to the cost of operating and maintaining said premises; and second, to the payment of any and all rent then due or thereafter to become due to the party of the first part; and party of the first part shall also have such other remedies at law and in equity as are provided by the laws of the State of California.

17. It is agreed that all disputes shall be referred to the City Manager of The City of San Diego and the party of the second part agrees that she will abide by his decision.

18. This contract shall be for a period of one year from the date hereof and it is agreed that the same may be cancelled by either party upon giving fifteen (15) days notice to the other party.

19. This contract may be renewed on a year to year basis at the option of the City but in no case shall the total length of time, including renewals, exceed five years.

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. 83483 of the Council of said City, authorizing such execution and said party of the second part has hereunto subscribed her name on the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Party of the first part;

By F. A. RHODES

City Manager

MARGARET W. WARE

Party of the Second part.

I HEREBY APPROVE the form and legality of the within Agreement Contract this 24th day of June, 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 Margaret Wylie Ware re operating Social Recreation Building at La Jolla; being Document No. 363028.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. T. Tatten Deputy

BOND NO. 114625

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 Six Thousand Seven Hundred Twenty-one and no/100 Dollars (\$6,721.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of June, 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:

- 16 - Ford four-door sedans and
- 8 - Ford coupes

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. J. SIEGLE, Secy-Treas.
(SEAL)

BAY SHORE MOTORS
By P. E. FRAZIER - Vice-Pres.
Principal
THE TRAVELERS INDEMNITY COMPANY
Surety
By W. C. PHILLIPS
W. C. Phillips, Attorney-in-Fact
(SEAL)

The premium charge for this bond is \$53.77.

I HEREBY APPROVE the form of the within Bond, this 18th day of June, 1946.
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 18 day of June, 1946.
F. A. RHODES
City Manager

STATE OF CALIFORNIA)
County of Los Angeles) ss.
On this 13th day of June, 1946, before me personally came W. C. Phillips to me known, who being by me duly sworn, did depose and say: that he is Attorney-in-Fact of THE TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

J. H. HARGREAVES, Notary Public
J. H. Hargreaves
(SEAL) Notary Public in and for the County of Los Angeles,
My Commission expires November 18, 1949 State of California

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 13th day of June, 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:

- 16 - 1946 Model Ford Deluxe Fordor Sedans, equipped with 239 cubic inch V8 motors, oil filter and oil bath air cleaners, heavy duty auto Lite policy type generators and voltage regulators, 120 amp. hour battery, standard Ford equipment; and
- 8 - 1946 Model Ford Deluxe Coupes equipped with 239 cubic inch V8 motors, oil filter, oil bath air cleaners, heavy duty auto Lite policy type generators and voltage regulators, 120 amp. hour battery, standard Ford equipment;

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 360905; provided, however, that contractor is unable to furnish special painting in black and white as required by said specifications.

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

| | | |
|----------------------------|----------------|--------------------|
| 16 - Ford four-door sedans | @ \$1159.93 ea | \$18,558.88 |
| 8 - Ford coupes | @ \$1040.56 ea | 8,324.48 |
| | | <u>\$26,883.36</u> |

Said prices include the California State Sales Tax.

Said contractor agrees to make delivery on the basis of one or more units per month depending on uninterrupted production by Ford Motor Company, and subject to strikes, accidents and delays beyond contractor's 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: Twenty-six Thousand Eight Hundred Eighty-three and 36/100 Dollars (\$26,883.36), inclusive of said California State Sales Tax.

Payment will be made for said automotive equipment in accordance with purchase orders 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 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 probably 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 extend-

ing 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. 83241 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

(SEAL)
ATTEST:

H. J. SIEGLE, Secy-Treas.

I HEREBY approve the form and legality of the foregoing contract this 18th day of June, 1946.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
BAY SHORE MOTORS
By P. E. FRAZIER, Vice-Pres.
Contractor

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 \$9,005.96
Dated May 24, 1946

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego,
California

To be paid out of STORES REVOLVING FUND (520)
Memo BAY SHORE MOTORS (4 Sedans & 4 Coupes)

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 \$18,081.40
Dated May 24, 1946

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego,
California

To be paid out of POLICE DEPARTMENT FUND (15 - Outlay)
Memo BAY SHORE MOTORS (12 Sedans & 4 Coupes)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Bay Shores Motors, a corporation for furnishing 16 Ford four-door Sedans and 8 Ford Coupes; being Document No. 362925.

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

By F. A. Rhodes 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 appro-

priation, are otherwise unencumbered.
Not to exceed \$10,000.00
Dated June 24, 1946

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego, California.
To be paid out of Camp Callan Acquisition Trust Fund (336)
Memo J. C. Slaughter (To wreck buildings T-614, T-616, T-2385, T-620, T-823, T-923, T-1323, T-1423, T-1523, T-2386, T-2349, Camp Callan)

KNOW ALL MEN BY THESE PRESENTS, That J. C. SLAUGHTER, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-five hundred Dollars (\$2500.00), lawful money of the United States of America, to be 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 12th day of June, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings Nos. T-614, T-616, T-2385, T-620, T-823, T-923, T-1323, T-1423, T-1523, T-1823, T-1923, T-2386 (kitchen section), and T-2349 (kitchen section), located at Camp Callan, 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: G. GORDON HURLBURT
(SEAL)
Principal
HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

ATTEST: J. HAWKINS
J. Hawkins
By M. SHANNON
M. Shannon, Attorney in Fact
I HEREBY approve the form of the within Bond, this 18th day of June, 1946
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney
I HEREBY approve the foregoing bond this 18 day of June, 1946
F. A. RHODES
City Manager

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

On this 12th day of June, 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 M. SHANNON known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said M. SHANNON duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

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

(SEAL)
MARSTON BURNHAM
Notary Public in and for San Diego County, State of California
My Commission expires April 28, 1950

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 12th day of June, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. T-614, T-616, T-2385, T-620, T-823, T-923, T-1823, T-1923, T-1323, T-1423, T-1523, T-2386 (kitchen section), and T-2349, (kitchen section), 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 of 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 |
| Laborer | 8.00 |
| Foreman to receive not less than \$1.00 above trade classification. | |

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five 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 the following fixed fee profits:

| | |
|--|-------------|
| For Building T-614, | \$100.00 |
| For Building T-616, | 75.00 |
| For Building T-2385, | 100.00 |
| For Buildings T-620, T-823, T-923, T-1323, | |
| T-1423, T-1523, T-1823, T-1923, | 140.00 each |
| For Building T-2386 (kitchen section) | 50.00 |
| For Building T-2349 (kitchen section) | 50.00 |

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 18 day of June, 1946.

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

EXHIBIT A.
Specifications for wrecking buildings
at Camp Callan, San Diego, California.

Contractor to wreck buildings for salvage of materials and not for tearing down of buildings.

Salvaged lumber to be defined as construction and finish lumber over four feet in length from which nails, bolts, plaster and other foreign materials have been removed. Lengths to be figured to the nearest standard dimension before occurrences of splits.

Construction lumber is defined as dimension, boards, planks and timber.

Finish lumber is defined as flooring, siding, Ponderosa pine and wood panels.

Lumber to be sorted for size, classification and length.

Lumber to be stacked on 4" x 4" blocks in piles suitable for lift truck handling.

All wrecking to be done subject to City inspection, and a minimum 60% recovery to be obtained. Any operation destructive of more than 40% of the lumber to be cause for The City of San Diego to order work stopped, methods of wrecking revised, or the contract cancelled.

Contractor to remove and assemble all plumbing, lighting fixtures, pipe conduit, BX, etc., and soil pipe to point of entry in the grounds. Soil pipe to be properly plugged approximately 4" above ground.

Windows and doors to be removed and stacked adjacent to lumber; hardware for doors to be tied to door knobs. Any plasterboard or wallboard which may be salvaged shall be stacked adjacent to doors and windows.

Where roofing is nailed in place and not mopped on, contractor to cut in back of nailed strip and save roofing where possible. Such roofing material to be stacked on end adjacent to stacks of lumber.

Work to be commenced within five days after signing of contract, and to be completed within thirty days after commencing work.

Contractor must be licensed to do business by the State of California.

Contractor will be required to furnish all equipment necessary for safe and proper wrecking of the buildings and shall employ all necessary safeguards to prevent injury to workman or others operating in the area.

Cement foundations or piers may be left where presently situated.

With the exception of supervisory help, workmen employed on the job must be residents of the San Diego area.

The buildings mentioned herein are two-story barracks type buildings containing gas fired heating units with hot air ducts. In addition these buildings contain gas fired hot water heaters and hot water banks.

The work includes the removal of hot air and hot water heaters and heating systems.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. C. Slaughter for wrecking for salvage of materials certain buildings at Camp Callan, California; being Document No. 362920.

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

By FTTatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. C. SLAUGHTER, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand six hundred twenty-five Dollars (\$1,625.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 20th day of June, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings Nos. 2353, 2384, 2387, 2388, 2390, 2391 and 2386 (excluding kitchen), located at Camp Callan, 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.

JIM C. SLAUGHTER

ATTEST: G. GORDON HURLBURT

Principal
HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

ATTEST: J. HAWKINS

By M. SHANNON
M. Shannon, Attorney in Fact
(SEAL)

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

On this 20th day of June, 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 M. SHANNON known to me to be the duly authorized Attorney-in-Fact of the Hartford Accident and Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said M. SHANNON duly acknowledged to me that he subscribed the name of the Hartford Accident and Indemnity Company thereto as Surety and his own name as Attorney-in-Fact.

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

(SEAL) MARSTON BURNHAM
Notary Public in and for San Diego County, State of California
My Commission expires April 28, 1950

I HEREBY APPROVE the form of the within Bond, this 26th day of June, 1946.

J. F. DuPAUL, City Attorney
By EDWARD H. LAW
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 25th day of June, 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, County of San Diego, State of California, this 20th day of June, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. 2353, 2384, 2387, 2388, 2390, 2391 and 2386 (excluding kitchen) 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

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

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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 |
|---|---------------------|
| Carpenter | \$ 12.00 |
| Laborer | 8.00 |
| Foreman to receive not less than \$1.00 above trade classification. | |

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five 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 the following fixed fee profits above cost for each of the following buildings:

| | |
|---------------------|----------|
| No. 2353 - | \$125.00 |
| No. 2384 - | \$120.00 |
| No. 2387 - | \$130.00 |
| No. 2388 - | \$130.00 |
| No. 2390 - | \$125.00 |
| No. 2391 - | \$130.00 |
| No. 2386 | |
| (excluding kitchen) | \$ 75.00 |

That the total estimated cost of said work is \$6,500.00

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 26 day of June, 1946.

J. F. DuPAUL, City Attorney
By EDWARD H. LAW
Deputy City Attorney

EXHIBIT A.

Specifications for wrecking buildings
at Camp Callan, San Diego, California.

Contractor to wreck buildings for salvage of materials and not for tearing down of buildings.

Salvaged lumber to be defined as construction and finish lumber over four feet in length from which nails, bolts, plaster and other foreign materials have been removed. Lengths to be figures to the nearest standard dimension before occurrences of splits.

Construction lumber is defined as cimension, boards, planks and timber.

Finish lumber is defined as flooring, siding, Ponderosa pine and wood panels.

Lumber to be sorted for size, classification and length.

Lumber to be stacked on 4" x 4" blocks in piles suitable for lift truck handling.

All wrecking to be done subject to City inspection, and a minimum 60% recovery to be obtained. Any operation destructive of more than 40% of the lumber to be cause for The City of San Diego to order work stopped, methods of wrecking revised, or the contract cancelled.

Contractor to remove and asemble all plumbing, lighting fixtures, pipe conduit, BX, etc., and soil pipe to point of entry in the grounds. Soil pipe to be properly plugged approximately 4" above ground.

Windows and doors to be removed and stacked adjacent to lumber; hardware for doors to be tied to door knobs. Any plasterboard or wallboard which may be salvaged shall be stacked adjacent to doors and windows.

Where roofing is nailed in place and not mopped on, contractor to cut in back of nailed strip and save roofing where possible. Such roofing material to be stacked on end adjacent to stacks of lumber.

Work to be commenced within five days after signing of contract, and to be completed within thirty days after commencing work.

Contractor must be licensed to do business by the State of California.

Contractor will be required to furnish all equipment necessary for safe and proper wrecking of the buildings and shall employ all necessary safeguards to prevent injury to workman or others operating in the area.

Cement foundations or piers may be left where presently situated.

With the exception of supervisory help, workmen employed on the job must be residents of the San Diego area.

The buildings mentioned herein are two-story barracks type buildings containing gas fired heating units with hot air ducts. In addition these buildings contain gas fired hot water heaters and hot water banks.

The work includes the removal of hot air and hot water heaters and heating systems.

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 \$6,500.00

Dated June 29, 1946

J. McQUILKEN

R. W. GEFFE

Auditor and Comptroller of the City of San Diego, California

To be paid out of Camp Callan Acquisition Trust Fund (336)

Memo J. C. Slaughter (To work Bldgs. 2353, 2384, 2388, 2390, 2391 & 2386 Excluding Kitchen)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. C. Slaughter for wrecking for salvage materials certain buildings at Camp Callan; being Document No. 363161.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francesco T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That PAUL B. RAYBURN and PAUL B. RAYBURN, JR., co-partners doing business under the firm name and style of INDUSTRIES SUPPLY COMPANY, as Principal and COLUMBIA CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Six Hundred Fourteen and no/100 Dollars (\$614.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of June, 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 - DeLaval discharge pump and motor, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

PAUL B. RAYBURN

PAUL B. RAYBURN, JR.

dba INDUSTRIES SUPPLY CO.

Principal
(SEAL)

COLUMBIA CASUALTY COMPANY

Surety

ATTEST:
JOHN A. HORRELL

ATTEST:
R. D. MOSK

By A. H. ANDERSON
(A. H. Anderson) Attorney-in-fact

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

On this 12th day of June, 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.

(SEAL) BENJAMIN POLAK
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 13th day of June, 1946.
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 13 day of June, 1946.
G. E. ARNOLD
Acting City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 12th day of June, 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 - DeLaval two-stage 2-KS back to back type 6" suction 5" discharge pump, complete with bed plate and coupling drip rim bed plate coupling guard; pump connected with 125 h.p. General Electric Ball Bearing Motor, including anchor bolts; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 361149.

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

- 1 - DeLaval discharge pump and motor \$2,455.00
Said price includes the California State Sales Tax.

The price above quoted is based upon the schedule of prices now in effect. In the event that, at the time the said equipment 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 equipment 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 deliver said pump from factory in Trenton, New Jersey, within 6 to 7 months from and after the date of execution of this contract; and to deliver said motor from General Electric Company New York, within 64 weeks from and after the date of 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 contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Two Thousand Four Hundred Fifty-five and no/100 Dollars (\$2455.00), including the California State Sales Tax.

Payment will be made for said material 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 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 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. 83293 of the Council authorizing such execution, and the contractor has hereunto subscribed their names the day and year in this agreement first above written.

ATTEST:
JOHN A. HORRELL

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Acting City Manager
PAUL B. RAYBURN
PAUL B. RAYBURN, JR.
Contractor

co-partners dba
INDUSTRIES SUPPLY COMPANY

I HEREBY APPROVE the form and legality of the foregoing contract this 13th day of June, 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 Industries Supply Company for furnishing discharge pump and motor; being Document No. 362872.

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

By Frederic T. Tatters Deputy

KNOW ALL MEN BY THESE PRESENTS, That THE DUAL PARKING METER COMPANY, a corporation, of Canton, Ohio, 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 Ninety and no/100 Dollars (\$690.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of June, 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 purchase fifty (50) Dual parking meters from the said Dual Parking Meter Company, a corporation, to be delivered in San Diego, California; within from 60 to 90 days;

Said parking meters to be delivered according to the terms and specifications set forth by The City of San Diego, and the contract between the City and the said Dual Parking Meter Company; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:
M. B. MILLER

THE DUAL PARKING METER COMPANY
a corporation,
HELEN J. HERN, Assistant Treasurer
Principal
UNITED STATES FIDELITY AND GUARANTY CO.
By HAROLD A. BRODA, Attorney-in-Fact
Surety
(SEAL)
UNITED STATES FIDELITY AND GUARANTY
COMPANY,
By O. D. BRICK
Its Attorney in Fact,
(SEAL)

APPROVED JUN 22 1946 F. A. RHODES, City Manager

STATE OF CALIFORNIA

County of Los Angeles

ss:

On this 14th day of June in the year one thousand nine hundred and forty-six, before me, Agnes L. Whyte a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared O. D. Brick, 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 O. D. Brick duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

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

(SEAL) AGNES L. WHYTE
Notary Public in and for Los Angeles County, State of
My Commission expires Feb. 26, 1949 California.

I HEREBY APPROVE the form of the within Bond, this 20 day of June, 1946

I HEREBY APPROVE the foregoing bond this 20 day of June, 1946.

J. F. DuPAUL, City Attorney
J. W. BRENNAN
Port Director

C O N T R A C T

THIS AGREEMENT, made and entered into this 20th day of June, 1946, by and between the DUAL PARKING METER COMPANY, a corporation, of Canton, Ohio, party of the first part, hereinafter sometimes called the "Company", and THE CITY OF SAN DIEGO, a municipal corporation, in the City of San Diego, County of San Diego, State of California, acting by and through the Harbor Commission of said City, party of the second part, hereinafter sometimes called

the "City"; WITNESSETH:
That for and in consideration of the mutual obligations, matters and things hereinafter recited, it is hereby mutually agreed by and between the parties hereto as follows:

(1) That the Company will furnish and deliver within 60 to 120 days from the date of this agreement, f.o.b. San Diego, for the Harbor Commission of said City:

50 - Type "E" Dual automatic parking meters, Multiple Coin (1, 2, 3, 4 or 5 pennies and/or 1 or 2 nickels);
provided, however, that if the Company is unable to deliver said meters within such time because of weather conditions, labor trouble, inability to secure necessary material or skilled labor essential to the manufacturing of meters by reason of prevailing economic conditions, Government restrictions or any unavoidable cause beyond the control of the Company, then such time shall be extended by the period of such unavoidable delay.

(2) For the delivery of said meters, as hereinabove stated, the City agrees to pay the Company the sum of \$55.10 for each meter, or the total sum of \$2755.00, said purchase price being inclusive of California State Sales Tax and any and all other taxes, which the Company agrees to pay.

3. The Company guarantees the meters hereinabove mentioned against defective workmanship and material for a period of twelve (12) months from the date of installation, and agrees that it will replace any meter or parts thereof that may prove to be defective within said twelve-month period, without cost to the City; provided, however, the Company will not replace or repair any meter or meters that are destroyed or damaged by accident, malicious mischief or any cause beyond the control of the Company.

4. The Company agrees to furnish a faithful performance bond, to be approved by and in all respects satisfactory to the City.

5. The Company agrees to furnish two coin boxes with each meter; the coin boxes shall be easily and effectually sealed to prevent removal of contained coins by unauthorized persons; on the breaking of such seal all contained coins shall be readily removable. Each coin box shall have a capacity of not less than forty (40) five-cent coins. Said company also agrees to furnish necessary service tools and adequate supply of mechanism and coin compartment keys.

6. The Company agrees to have available at all times such parts as are necessary to enable the City to repair the meters when they get in a state of disrepair.

7. The Company agrees that all meters furnished under this contract shall meet the requirements of "Specifications for Parking Meters" on file in the office of the City Clerk of said City under Document No. 360692.

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, and the said party of the first part has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE DUAL PARKING METER COMPANY
By W. R. CRUSOE
(SEAL)

ATTEST:
Secretary

THE CITY OF SAN DIEGO,
By A. BORTHWICK
R. H. VAN DEMAN
Members of the Harbor Commission
of The City of San Diego

I HEREBY APPROVE the form and legality of the foregoing Contract this 20 day of June, 1946.

J. F. DuPAUL, City Attorney
J. F. DuPaul

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Dual Parking Meter Company for furnishing 50 Parking Meters; being Document No. 363002.

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, 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 Eight Thousand One Hundred Ninety and no/100 Dollars (\$8,190.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of June, 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 30th Street and El Cajon Boulevard, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

V. R. DENNIS
an individual doing business as
V. R. DENNIS CONSTRUCTION CO.
Principal
PACIFIC EMPLOYERS INSURANCE COMPANY
Surety.

By ROBERT F. DRIVER
Attorney-in-Fact.
(SEAL)

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

On this 18th day of June, 1946, before me RICHARD M. BOWEN, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared ROBERT F.

DRIVER known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

(SEAL) Notary Public in and for the State of California,
My Commission expires May 26, 1947. County of San Diego

I HEREBY APPROVE the form of the within Bond, this 24th day of June, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 22 day of June, 1946.

F. A. RHODES

City Manager

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, an individual doing business as V. R. DENNIS CONSTRUCTION COMPANY, 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 Sixteen Thousand Three Hundred Eighty and no/100 Dollars (\$16,380.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of June, 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 30th Street and El Cajon Boulevard, 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. 361404.

WHEREAS, the aforesaid penal sum of Sixteen Thousand Three Hundred Eighty and no/100 Dollars (\$16,380.00), 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 by its proper officers, thereunto duly authorized, and their corporate seal to be hereunto affixed, the day and year first hereinabove written.

V. R. DENNIS

an individual dba V. R. DENNIS
CONSTRUCTION CO.

(SEAL)

PACIFIC EMPLOYERS INSURANCE COMPANY

By ROBERT F. DRIVER

Attorney-in-fact.

Surety

STATE OF CALIFORNIA

County of San Diego

ss.

On this 18th day of June, 1946, 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.

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

I HEREBY APPROVE the form of the foregoing Bond this 24th day of June, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 22 day of June, 1946.

F. A. RHODES

City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 18th day of June, 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 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:

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 30th Street and El Cajon Boulevard, 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. 361404, which plans and specifications are by this reference made a part of this Contract, the same as if here set forth in full.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Thirty-two Thousand Seven Hundred Sixty Dollars (\$32,760.00).

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 100 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: Thirty-two Thousand Seven Hundred Sixty Dollars (\$32,760.00), said payments to be made as follows: On or before the 15th 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 or 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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

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

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the con-

tractor 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 |
| Cribbers or Shorers | 10.80 |
| Asphalt, raker and ironer | 9.60 |
| Sewer pipe layer (excluding caulker) | 10.40 |
| Caulker (cement joints) | 8.40 |
| 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 |
| Crane, derricks, draglines and shovels. | 14.00 |
| Mixers, skip type. | 11.40 |
| 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 |
| 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 |

Foreman to receive not less than \$1.00 per diem above laborer 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 8 hours.

Legal holidays, including Sundays and Saturdays where crafts work a five day week, and other overtime when permitted by law, to be paid for at the rate of time and one-half.

If the contractor considers any work required of them to be outside the requirements of this contract, or considers any record or ruling of said City Engineer and/or City Manager unfair, he shall file with the Council a written protest against the same within ten (10) days thereafter, or be considered to have accepted the record and ruling.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the General Laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 83295 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
an individual dba
V. R. DENNIS CONSTRUCTION CO.
Contractor.

I HEREBY APPROVE the form and legality of the foregoing Contract this 24th day of June, 1946.

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 \$32,760.00
Dated May 27, 1946

J. McQUILKEN
R. W. GEFKE

Auditor and Comptroller of the City of San Diego, California

To be paid out of STREET IMPROVEMENT FUND (208)
Memo V. R. DENNIS CONSTR. CO. (Storm Drain 30th & El Cajon)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with V. R. Dennis Construction Co. for constructing storm drain in vicinity of 30th Street and El Cajon Blvd.; being Document No. 363066.

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

By Francis T. Tatter Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 26th day of June, 1946, by and between THE BOARD OF ADMINISTRATION OF THE CITY EMPLOYEES' RETIREMENT SYSTEM of The City of San Diego, party of the first part, and GEORGE B. BUCK, of the City of New York, in the State of New York, party of the second part, WITNESSETH:

WHEREAS, in and about the administration of the City Employees' Retirement System of said City it is desirable and necessary to retain the services of a competent consulting actuary for the fiscal year beginning July 1, 1946 and ending June 30, 1947; NOW, THEREFORE, In consideration of the mutual promises, covenants and agreements hereinafter recited, the parties hereto agree together as follows:

The Board of Administration of the City Employees' Retirement System of The City of San Diego hereby retains and employs George B. Buck, Party of the Second Part herein, in the capacity of consulting actuary for said Board and said Retirement System, for the fiscal year beginning July 1, 1946, and ending June 30, 1947, at a total compensation of Nine Hundred Dollars (\$900.00), payable in four equal quarterly payments, the first quarterly payment of Two Hundred Twenty-five Dollars (\$225.00), to be made September 30, 1946.

The Party of the Second Part agrees that during said period he will render to said Board of Administration and to said Retirement System the usual and customary services performed by consulting actuaries for municipal retirement or pension systems, including calculations upon applications for retirement by members of the said system, annual valuations and certifications of amounts necessary to be appropriated for the Retirement Fund and advising upon questions connected with the operation of the system from time to time as required by the Board of Administration.

IN WITNESS WHEREOF, this agreement is executed by the President and Secretary of the Board of Administration of the City Employees' Retirement System, thereunto duly authorized, and the Party of the Second Part has hereunto subscribed his name the day and year first hereinabove written.

ATTEST:
FRED W. SICK, Secretary

BOARD OF ADMINISTRATION OF
CITY EMPLOYEES' RETIREMENT SYSTEM
By C. F. ATKINSON
President
GEO. B. BUCK
Party of the Second Part
June 26, 1946

I HEREBY APPROVE the form of the foregoing Agreement this 19 day of June, 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 George Buck as consulting actuary for City Employees' Retirement System; being Document No. 363184.

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

MODIFICATION OF LEASE

THIS AGREEMENT, Made and entered into this 20th day of June, 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, party of the first part; and SOLAR AIRCRAFT COMPANY, a corporation, as Lessee, party of the second part, WITNESSETH:

WHEREAS, the party of the first part, and the party of the second part did, on August 1, 1943, enter into a lease agreement which said lease was filed in the office of the City Clerk of The City of San Diego on August 24, 1943, the same being Document No. 344826; and

WHEREAS, conditions have changed since the close of hostilities between the United States and her allies, and the nations of Germany and Japan, making it necessary to change and modify said lease in order not to work a hardship upon the said Lessee; NOW, THEREFORE,

IT IS MUTUALLY AGREED AS FOLLOWS:
That said lease may be modified and changed by deleting the following language from said lease appearing on page three (3) thereof, and the portion so deleted shall be of no further force and effect:

"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;"

And IT IS FURTHER AGREED that the following language shall be substituted for the portion of the lease hereinabove deleted from said lease:

"The Lessee agrees to pay to the Lessor the sum of five cents (5¢) per square foot per year as rental for said premises from August 1, 1943 to March 1, 1946, and three cents (3¢) per square foot per year from March 1, 1946 to and including July 31, 1948.

"That the Harbor Commission shall fix the rental to be paid by said Lessee on August 1, 1948, and thereafter from time to time but not oftener than once each year;"

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

This instrument is executed in duplicate, both of which shall be deemed originals, and the instrument when so executed shall be deemed effective from the date first hereinabove written.

(SEAL)
THE CITY OF SAN DIEGO, Lessor
Party of the First Part;
By EMIL KLICKA
A. BORTHWICK
R. H. VAN DEMAN
SOLAR AIRCRAFT COMPANY, Lessee
Party of the Second Part;
By EDMUND T. PRICE
JACK L. OATMAN

I HEREBY APPROVE the form of the foregoing Modification of Lease this 27th day of June, 1946.
J. F. DuPAUL
J. F. DuPaul, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Modification of Tidelands Lease with Solar Aircraft; being Document No. 363187.

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

By Francis T. Tatten Deputy

A G R E E M E N T

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

WHEREAS, John B. Quinci is the owner of Lot SE Half of Lot 245 Pueblo Track,

NOW, THEREFORE, This AGREEMENT, signed and executed this May 20th day of May, 1946, by John B. Quinci that I will, for and in consideration of the permission granted to remove 90 feet of curbing on Midway Dr. between Ollie Street and Camulos 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.

JOHN B. QUINCI
4305 Panuel St. S.D. 9

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

On this 20th day of May, 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 John B. Quinci known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) MARK M. SAUNDERS
Notary Public in and for the County of San Diego, State of California
My Commission expires Aug. 13, 1949

I HEREBY approve the form of the foregoing agreement this 24th day of May, 1946.

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

RECORDED JUN 6 1946 11 A.M. in Book 2162 at page 38 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 John B. Quinci; being Document No. 362201.

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, Louie Vattnone is the owner of Lot C, Block 400, of Hortons Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of May, 1946, by Louie Vattnone that he will, for and in consideration of the permission granted to remove 21' 10" feet of curbing on Hawk St. between Thorn St. and Upas St. adjacent to the above described property, bind himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

LOUIE VATTNONE
3339 Hawk St.

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

On this 15th day of May, A.D. Nineteen Hundred and forty-six before me I. L. Barker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louie Vattnone known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) I. L. BARKER
Notary Public in and for the County of San Diego, State of California
My Commission expires Oct. 8, 1947

I HEREBY APPROVE the form of the foregoing agreement this 6th day of June, 1946.

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

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2147 at page 376 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.

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 Louie Vattnone; being Document No. 362544.

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, Jack C. Lane is the owner of Lots 13-14-15, Block 5, of La Mesa Colony (Town-site)

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of May, 1946, by Jack C. Lane that he will, for and in consideration of the permission granted to remove (Two 30 ft. driveways) 60 feet of curbing on El Cajon Blvd. between 68th St. and 69th St. adjacent to the above described property, bind himself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

JACK C. LANE
4085 El Cajon Blvd.

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

On this 8th day of May, 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 Jack C. Lane known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission expires 11/25/47

LOUISE MIKLOVIE
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

I HEREBY approve the form of the foregoing agreement this 6th day of June, 1946.

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2147 at page 377 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.

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 Jack C. Lane; being Document No. 362545.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

A G R E E M E N T

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

WHEREAS, Mrs. Edna S. Johnston is the owner of Lot 13, Block 57, of Terrace Subdivision

NOW, THEREFORE, This AGREEMENT, signed and executed this 31 day of May, 1946, by Mrs. Edna S. Johnston that she will, for and in consideration of the permission granted to remove 16' feet of curbing on S. Coast Blvd. between Jenner and Ocean adjacent to the above described property, bind herself to, and do hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

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

EDNA S. JOHNSTON
933 - S. Coast Blvd.
La Jolla

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

On this 31st day of May, A.D. Nineteen Hundred and Forty-six before me Ethlin Thurmond, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Edna S. Johnston known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

certificate first above written.

(SEAL)

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

My Commission expires Dec. 22, 1947

I HEREBY APPROVE the form of the foregoing agreement this 6th day of June, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2147 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.

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. Edna S. Johnston; being Document No. 362546.

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, Tom Moosios and Bertha Moosios are the owners of East 40 feet of Lots 1, 2, 3 and 4 and West 50 feet of East 90 feet of Lots 1, 2, 3, 4, Block 12, of University Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of June, 1946, by Tom Moosios and Bertha Moosios that we will, for and in consideration of the permission granted to remove 28 feet of curbing on Adams Avenue between 30th Street and Kansas Street adjacent to the above described property, bind ourselves to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

TOM MOOSIOS

BERTHA MOOSIOS

1776 First Avenue

STATE OF CALIFORNIA, }

ss.

County of San Diego }

On this 5th day of June, A.D. Nineteen Hundred and Forty-six before me Katherine C. Tom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Tom Moosios and Bertha Moosios known to me to be the persons described in and whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

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

KATHERINE C. TOM

(SEAL)

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 7th day of June, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2147 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.

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 Tom Moosios et ux; being Document No. 362575.

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, The Union Ice Company is the lessee of Lots 7 and 8, Block 56, of Sherman's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of April, 1946, by The Union Ice Company that they will, for and in consideration of the permission granted to remove 41 lin. feet of curbing on Sixteenth between Commercial and Imperial 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 UNION ICE COMPANY

By P. W. EASTON, Vice President
145 W. Market St., San Diego, Calif.

I, A. G. Westcott, Secretary of THE UNION ICE COMPANY, certify that P. W. Easton, who executed the above agreement with the City of San Diego, is Vice-President of this Corporation and empowered to execute same.

A. G. WESTCOTT
Secretary

(SEAL)
STATE OF CALIFORNIA, }
County of Los Angeles } ss.

On this 1st day of May, A.D. Nineteen Hundred and Forty-six before me Evalyn McCombs, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. W. Easton for The Union Ice Company known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) EVALYN MCCOMBS
Notary Public in and for the County of Los Angeles
My Commission expires April 26, 1949 State of California

I HEREBY APPROVE the form of the foregoing agreement this 7th day of June, 1946.

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

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2129 at page 494 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from The Union Ice Company; being Document No. 362576.

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

By Francis T. Tatten Deputy

A G R E E M E N T

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

WHEREAS, THE UNION ICE COMPANY is the lessee of Lots 5 and 6, Block 56, of Shermans Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of April, 1946, by THE UNION ICE COMPANY that they will, for and in consideration of the permission granted to remove 23 Lin. feet of curbing on 16th. between Commercial and Imperial 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 suchtime 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 UNION ICE COMPANY
By P. W. EASTON, Vice President
145 W. Market St., San Diego, Calif.

I, A. G. Westcott, Secretary of THE UNION ICE COMPANY, certify that P. W. Easton, who executed the above agreement with the City of San Diego, is Vice-President of this Corporation and empowered to execute same.

A. G. WESTCOTT
Secretary (SEAL)

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

On this 1st day of May, A.D. Nineteen Hundred and Forty-six before me Evalyn McCombs, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. W. Easton for The Union Ice Company known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) EVALYN MCCOMBS
Notary Public in and for the County of Los Angeles,
My Commission expires April 26, 1949 State of California.

I HEREBY APPROVE the form of the foregoing agreement this 7th day of June, 1946.

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

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2164 at page 4 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from The Union Ice Company; being Document No. 362577.

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, Eldridge J. Vigneault is the owner of Lot Por. P. L. 240 lying between a point on C/L of Midway Dr. distant therealong 429.23 ft. Wly from point of intersection with SELY line of P.L. 240, and a pt distant 476.64 feet Wly along said Midway Drive from said point of intersection with the SELY line of said Pueblo Lot.

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of June, 1946, by Eldridge J. Vigneault that he will, for and in consideration of the permission granted to remove 30 feet of curbing on Midway between Riley St. and W. Point Loma Blvd. adjacent to the above described property, bind himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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.

ELDRIDGE J. VIGNEAULT
3365 Congress St.

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

On this 7 day of June, A.D. Nineteen Hundred and forty six before me Mark M. Saunders, a Notary Public in and for the said County, residing therein, duly commissioned and sworn, personally appeared Eldridge J. Vigneault known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 8/13/49
MARK M. SAUNDERS
Notary Public in and for the County of San Diego,
State of California
I HEREBY APPROVE the form of the foregoing agreement this 8th day of June, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2142 at page 432 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.
JEAN FORSYTH

Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Eldridge J. Vigneault; being Document No. 362596.

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

By F. T. Allen Deputy

A G R E E M E N T

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

WHEREAS, Francisco Rendeiro is the owner of Lot 4, Block 69, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 8 day of June, 1946, by Francisco Rendeiro that he will, for and in consideration of the permission granted to remove 18 feet of curbing on State Street between Kalmia & Juniper adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs _____ so to do, and comply therewith at 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 _____ 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.

FRANCISCO RENDEIRO
2329 State St.

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

On this 8th day of June, A.D. Nineteen Hundred and Forty six before me George Salazar, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Francisco Rendeiro 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 Dec. 10, 1946
GEO. SALAZAR
Notary Public in and for the County of San Diego
State of California
I HEREBY APPROVE the form of the foregoing agreement this 13th day of June, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 21 1946 26 min. past 10 A.M. in book 2142 at page 435 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
I certify that I have correctly transcribed this document in above mentioned book.
JEAN FORSYTH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Francisco Rendeiro; being Document No. 362708.

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

By FIT Deputy

A G R E E M E N T

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

WHEREAS, Irene Belle Martin is the owner of Lot 70 and 71, Block six, of Chester Park NOW, THEREFORE, This AGREEMENT, signed and executed this Sixth day of June, 1946, by Irene Belle Martin that she will, for and in consideration of the permission granted to remove 30 feet of curbing on El Cajon between 47th and Euclid Avenue adjacent to the above described property, bind to, and hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs so to do, and comply therewith at own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on Irene Belle Martin 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.

IRENE BELLE MARTIN
4390 - 47 St.

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

On this 7th day of June, A.D. Nineteen Hundred and forty-six before me S. C. Grable, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Irene Belle Martin known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(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 13th day of June, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2142 at page 439 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Irene Belle Martin; being Document No. 362709.

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

By FIT Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE
WORK PERFORMED AND MATERIALS FURNISHED BY
AMERICAN PIPE AND CONSTRUCTION COMPANY UN-
DER ITS CONTRACT FOR THE CONSTRUCTION OF
THE BALBOA PARK 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 Pipe and Construction Company under its contract for the construction of the Balboa Park Water Main, in The City of San Diego, California, and which contract is dated November 20, 1945, and is on file in the office of the City Clerk of said City as Document No. 357549, have been performed and furnished to the satisfaction of the City Manager and Superintendent, Water Distribution, of said City in charge of having supervision of said work on June 11, 1946.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on June 18, 1946, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by American Pipe and Construction Company. A certified copy of the resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set forth herein.

Dated at San Diego, California, this 18th day of June, 1946.
THE CITY OF SAN DIEGO
By FRED W. SICK
City Clerk

(SEAL) RESOLUTION NO. 83458
WHEREAS, it appears by a communication from E. F. Thomas, Superintendent, Water Dis-
tribution, 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
Company, under its contract for the construction of the Balboa Park water main, which contract
is dated November 20, 1945, and is on file in the office of the City Clerk of said City as
Document No. 357549, 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, with the exception of one 24-inch and three 30-inch Venturi type plug valves, which
were not installed for the reason that the manufacturer was unable to make delivery of them,
and the acceptance of the work performed and materials furnished is recommended; NOW, THERE-
FORE,

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

That the work performed and materials furnished by American Pipe and Construction Company, with the exception of one 24-inch and three 30-inch Venturi type plug valves, under the contract for the construction of the Balboa Park water main, 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 18th day of June, 1946, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Blase, 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 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

(SEAL)

By AUGUST M. WADSTROM, Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 83458 of the Council of the City of San Diego, California, as adopted by said Council Jun 18 1946

FRED W. SICK, City Clerk

By AUGUST M. WADSTROM

Deputy

RECORDED JUN 19 1946 27 min. past 11 A.M. in Book 2163 at page 65 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion of Balboa Park Water Main under American Pipe and Construction Co.; being Document No. 362893.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

LEASE

THIS INDENTURE OF LEASE, made in duplicate 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, 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 unto 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 one (1) year, commencing on the 1st day of March, 1946, and ending on the 28th day of February, 1947, at a rental of One Dollars (\$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 as an amateur boxing center at no expense to the City Recreation Department or to the lessor.
2. That the lessee is to provide for necessary and proper supervision of all recreation activities held on said premises.
3. That either the lessor or the lessee may terminate this lease upon giving a thirty-day (30) notice of such intention, in writing, to the other party.
4. 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 damages or loss to property or personal injury to any person resulting directly or indirectly from the use of said premises.
5. 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

ATTEST:

L. F. DALY

By Lisle F. Shoemaker

I HEREBY APPROVE the form and legality of the foregoing Lease this 13 day of April, 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-McKinnon Publications Inc. for premises known as 2284 Kearny Ave.; being Document No. 363225.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

L E A S E

WHEREAS, the City of San Diego, hereinafter referred to as the "Lessor", is the owner of those certain tide and submerged lands hereinafter described, situated within Mission Bay, in said City of San Diego, State of California; and

WHEREAS, FRANK SEEBOLD, SR., and ROBERT L. SEEBOLD, co-partners, doing business under the firm name and style of FRANK SEEBOLD'S BAIT BARGE, desires to lease said lands from the Lessor for the purpose of maintaining thereon a bait barge and fishing tackle and boat rental service; NOW, THEREFORE,

I.

The Lessor does hereby lease to the Lessees, for a period beginning on the 1st day of July, 1946 and terminating at midnight of the 30th day of June, 1947, the tide and submerged lands, situated within Mission Bay, in the City of San Diego, State of California, described as follows:

Commencing at Station 74 + 00 on the easterly line of Ingraham Street as shown on Drawing 593-D on file in the office of the City Engineer, San Diego, California, said point being the true point of beginning; thence easterly at right angles to the easterly line of Ingraham Street for a distance of 200 feet to a point; thence southerly parallel to and 200 feet distant from the easterly line of Ingraham Street for a distance of 500 feet to a point; thence westerly at right angles to said last described line for a distance of 200 feet to the easterly line of Ingraham Street; thence northerly along the easterly line of Ingraham Street for a distance of 500 feet to the point of beginning.

II.

As and for the rental of said premises, the Lessees shall pay to the Lessor the sum of One Hundred Dollars (\$100.00) per month, payable monthly in advance upon the 1st day of each calendar month during the term, at the office of the City Treasurer of The City of San Diego.

III.

The Lessees shall at all times during the term of this lease maintain in force Workmen's Compensation Insurance covering all employees of the Lessees who may be employed in any trade, business or profession conducted by the Lessees upon the leased premises; also a policy of Public Liability Insurance, with The City of San Diego named therein as one of the insured, in an amount not less than Five Thousand Dollars (\$5,000.00) for any one person and Ten Thousand Dollars (\$10,000.00) total liability for any one accident; the Lessees shall furnish the Lessor with certificates of the company or companies by whom such insurance policies are issued, showing that such insurance is in force.

IV.

The leased premises may be used by the Lessees for the maintenance thereon of a bait barge, the sale of bait and fishermen's supplies, and for a boat and fishing tackle rental service, and uses incidental thereto, and for the residence upon said bait barge of the Lessees or a watchman in their employ, and for no other purposes.

V.

The Lessees shall keep the leased premises and all of their property and equipment thereon in a clean, sanitary and safe condition, to the satisfaction of the City Manager of The City of San Diego. In the event that the Lessees shall cause or permit upon the leased premises any violation of laws of the State of California or ordinances of The City of San Diego relating to public health, safety or sanitation, and shall fail to fully abate the said violation within five days after written notice so to do, served upon the Lessees or mailed to "Frank Seebold's Bait Barge, P. O. Box 215, Pacific Beach, California", then the Lessor may cancel this lease forthwith, and all rights of the Lessees hereunder shall immediately cease and terminate.

VI.

This lease may be terminated at any time, at the option of The City of San Diego, upon giving the Lessees sixty (60) days' written notice of such termination, delivered to the Lessees or mailed to them, addressed as specified in Paragraph V, hereinabove.

IN WITNESS WHEREOF, this lease is executed by The City of San Diego, acting by and through the City Manager of said City, and the lessees have hereunto subscribed their names, this 29 day of June, 1946.

THE CITY OF SAN DIEGO, Lessor
By R. A. RHODES
City Manager
FRANK M. SEEBOLD
ROGER L. SEEBOLD
co-partners dba FRANK SEEBOLD'S
BAIT BARGE

I HEREBY APPROVE the form and legality of the foregoing Lease this 2nd day of July, 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 Frank Seebold's Bait Barge for tidelands in Mission Bay; being Document No. 363245.

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

By F. W. Sick Deputy

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC WHOLESALE ELECTRIC COMPANY, a corporation, 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 Nine Hundred Eighty-eight and no/100 Dollars (\$988.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of June, 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:

125 - Crouse Hinds Company 30° floodlight units and
36 - " " " 70° " " "
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.
PACIFIC WHOLESALE ELECTRIC COMPANY
E. K. LYON, Pres.
Principal
MARYLAND CASUALTY COMPANY
Surety
By F. F. EDELEN
Its Attorney in Fact
ATTEST: ANDREW A. EKEN
STATE OF CALIFORNIA)
County of San Diego) ss.
On this 28th day of June, 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
Notary Public in and for said County and State
I HEREBY APPROVE the form of the within Bond, this 29th day of June, 1946.
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney
I HEREBY APPROVE the foregoing bond this 29th day of June, 1946.
F. A. RHODES
City Manager

CONTRACT
THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 28th day of June, 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 PACIFIC WHOLESALE ELECTRIC COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:
That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:
125 - Crouse Hinds Company, Catalog No. MUA-43952
30° floodlight units with 48" cord and
1 - 5/8" x 1" bolt; and
36 - Crouse Hinds Company, Catalog No. MUA-43951
70° floodlight units with 48" cord and
1 - 5/8" x 1" bolt,
All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 362273.
Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:
125 - 30° floodlight units @ \$25.38 ea \$3172.50
36 - 70° " " @ \$21.60 ea 777.60
\$3950.10
Plus California State Sales Tax 98.75
\$4048.85
Less 2% discount if paid within 30 days 79.00
\$3969.85
Said contractor agrees to begin delivery from factory 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 _____ day of _____, 1946.
Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Three Thousand Nine Hundred Sixty-nine and 85/100 Dollars (\$3969.85) if paid within 30 days of delivery. Said payment will be made 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. 83444 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

(SEAL)

ATTEST:

ANDREW A. EKEN

PACIFIC WHOLESALE ELECTRIC COMPANY

E. K. LYON, Pres.

Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 29th day of June, 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 Pacific Wholesale Electric Company for furnishing Floodlight Units; being Document No. 363246.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Bond No. R.L.#60

KNOW ALL MEN BY THESE PRESENTS, That JAMES P. TWOHY, of San Diego, California, as Principal and New York Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four hundred fifty Dollars (\$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 24th day of June, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Barracks Buildings Nos. 2208 and 2212, located at Camp Callan, 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.

JAMES P. TWOHY

Principal

NEW YORK CASUALTY COMPANY

Surety

By H. G. BROWN

H. G. Brown, Attorney-in-fact

(SEAL)

ATTEST:

A. E. LILLICRAP

A. E. Lillicrap

I HEREBY APPROVE the form of the within Bond, this 2nd day of July, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 2nd day of July, 1946

F. A. RHODES

City Manager

STATE OF CALIFORNIA

) ss.:

County of San Diego

On this 24th day of June, in the year One Thousand Nine Hundred and Forty-six before me Algy E. Lillicrap a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared H. G. Brown known to me to be the Attorney-in-Fact of the New York Casualty Company, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

ALGY E. LILLICRAP

(SEAL)

My Commission expires May 29th, 1949

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, County of San Diego, State of California, this 29th day of June, 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 JAMES P. TWOHY, of 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 other expense necessary for the wrecking for salvage of materials Barracks Buildings Nos. 2208 and 2212, 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

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

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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 |
| Laborer | 8.00 |
| Foreman to receive not less than \$1.00 above trade Classification. | |

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five 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 \$120.00 per building; said payments to be made as follows: The sum of \$300.00 per building when each of said buildings has been dismantled and prior to the cleaning of the lumber; and the balance upon the completion of the work.

That the total estimated cost of said work is \$1,800.00.

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
JAMES P. TWOHY
Contractor

I HEREBY APPROVE the form and legality of the foregoing contract, this 2nd day of July, 1946.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER Cert No. 7

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 \$1,800.00
Dated July 9, 1946

J. McQUILKEN
R. W. GEFTE
Auditor and Comptroller of the City of San Diego,
California.

To be paid out of Camp Callan Acquisition Fund (256)
Memo J. P. Twohy, To Wreck Bldgs. 2208 & 2212

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with James P. Twohy for salvage of materials - Barrack Buildings at Camp Callan; being Document No. 363247.

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

By Francis T. Tatten Deputy

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

SAN DIEGO PROJECT, CALIFORNIA

Memorandum of Understanding Transferring Administration, on Behalf of the United States, of the San Jacinto-San Vicente Aqueduct and of the Contract of October 17, 1945, between the United States of America and the City of San Diego, from the Navy Department to the Department of the Interior, acting through the Bureau of Reclamation.

THIS MEMORANDUM OF UNDERSTANDING, made this 22nd day of April, 1946, by and between the DEPARTMENT OF THE INTERIOR, acting for this purpose by J. A. Krug Secretary of the Interior and the NAVY DEPARTMENT, (hereinafter called the "Navy") acting for this purpose by James Forrestal Secretary of the Navy.

WITNESSETH:

2. WHEREAS, on October 3, 1944 an interdepartmental committee (hereinafter called the "Committee") was appointed by the President of the United States to make a study, report and recommendations to him on methods of financing proposed construction of facilities to transfer Colorado River water to relieve a critical shortage in the water supplies of the City of San Diego, California, hereinafter called the City, and nearby communities; and

3. WHEREAS, on October 21, 1944, the Committee, composed of one representative each from the Bureau of Reclamation (hereinafter called the "Bureau") of the Department of the Interior, the Bureau of Yards and Docks of the Navy Department, the Corps of Engineers of the War Department, the Federal Works Agency, and the San Diego County Water Authority, pursuant to study and discussion of the problems involved submitted its report; and

4. WHEREAS, the Committee recommended immediate construction by the Government of an aqueduct, which is known as the San Jacinto-San Vicente Aqueduct (hereinafter called the "Aqueduct") connecting with the Colorado River Aqueduct of The Metropolitan Water District of Southern California; and

5. WHEREAS, pursuant to instructions issued by the President in letter form on November 29, 1944, the completion of designs for the Aqueduct was assigned to the Bureau and the construction of the Aqueduct was assigned to the Navy, it being understood that the Navy and the Bureau would cooperate in the performance of their respective operations relating to said Aqueduct; and

6. WHEREAS, on October 17, 1945, the United States, acting through the Navy, and the City entered into a certain contract (numbered NOy-13300) wherein, among other things, the Government agreed diligently to complete construction of the Aqueduct, and wherein said Aqueduct was leased to the City for the period and under the terms and conditions therein recited; and

7. WHEREAS, the said contract contains provisions for repossession of the Aqueduct by the Government in the event the City defaults in its obligations; and

8. WHEREAS, on December 27, 1945, the Bureau and the Navy entered into a Memorandum of Understanding for the purpose of stating the details of their cooperative arrangements in connection with the design and construction of the Aqueduct;

9. NOW, THEREFORE, the parties hereto agree as follows, to wit:

10. Administration of the said Aqueduct, on behalf of the United States, shall be transferred from the Navy to the Bureau, effective upon completion of construction thereof, as determined by the Chief of the Bureau of Yards and Docks of the Navy and notice thereof shall be furnished within a reasonable time thereafter to the Commissioner of Reclamation. Thereupon the said Commissioner shall replace the said Chief of the Bureau of Yards and Docks as contracting officer under the contract referred to in Article 6 hereof, and the contract

shall be administered on behalf of the United States by the Department of the Interior, acting through the Bureau.

11. Upon request in writing therefor the Navy shall, as promptly as practicable, supply the Bureau with an itemized statement of the true cost to the Government of the Aqueduct, as the said true cost is defined in Article 3 of the contract referred to in Article 6 hereof.

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

DEPARTMENT OF THE INTERIOR
By (Signed) J. A. Krug
Secretary of the Interior.

NAVY DEPARTMENT
By (Signed) James Forrestal
Secretary of the Navy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum transferring Administration of San Jacinto-San Vicente Aqueduct from Navy Department to Department of the Interior, Bureau of Reclamation; being Document No. 363155.

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

By Francis T. Tatters Deputy

U.S.G. CO. BOND #1524316

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seven Hundred Twelve and no/100 Dollars (\$712.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of May, 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: 384 lineal feet of 24" Class A pit cast pipe, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.
NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:
H. A. HOOVER
Asst. Sec'y

UNITED STATES PIPE & FOUNDRY COMPANY
D. B. STOKES, Vice-President
Principal
(SEAL)
UNITED STATES GUARANTEE COMPANY
Surety
By ANNA GIBSON
Anna Gibson, Attorney in Fact
(SEAL)

I HEREBY APPROVE the form of the within Bond, this 13th day of June, 1946.

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

I HEREBY APPROVE the foregoing bond this 13 day of June, 1946.

G. E. ARNOLD
Acting City Manager

STATE OF CALIFORNIA)
City and County) SS.
of San Francisco)

On this 29th day of May, 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
My Commission expires Mar. 10, 1950. San Francisco, State of California

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 29 day of May, 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, 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:

384 - lineal feet of 24" Class A pit cast pipe, in accordance
with the specifications therefor on file in the office of
the City Clerk of said City under Document No. 360955.

"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 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 probably 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 to furnish and deliver the material above described at and for the following prices, to-wit:

384 lineal feet 24" Class A pit cast pipe @ \$7.40 per lin ft \$2,841.60

Said price does not include the California State Sales Tax.

Said contractor agrees to begin and complete delivery of said material within 210 days from and after the date of the execution of this contract, subject to strikes and delays beyond contractor's 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: Two Thousand Eight Hundred Forty one and 60/100 Dollars (\$2,841.60), exclusive of California State Sales Tax.

Payment for said pipe will be made in accordance with purchase order and delivery.

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 pipe, 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. 83143 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
Acting City Manager

UNITED STATES PIPE & FOUNDRY COMPANY
By D. B. STOKES

Vice - President
(SEAL)

ATTEST:
H. A. HOOVER
Asst Sec'y

I HEREBY APPROVE the form and legality of the foregoing Contract this 13th day of June, 1946.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER Cert. No. 129

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 \$2,912.64

Dated May 24, 1946

J. McQUILKEN
R. W. GEFKE
Auditor and Comptroller of the City of San Diego,
California.

To be paid out of SEWER SYSTEM BOND FUND (707) #3
Memo U.S. Pipe & Foundry (384' Cast Iron Pipe)

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 384 feet of 24" Class A pit cost pipe; being Document No. 362801.

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

By Francis T. Tatter Deputy

NATIONAL HOUSING AGENCY
FEDERAL PUBLIC HOUSING AUTHORITY
760 Market Street
San Francisco 2, California

March 25, 1946
Contract No. HA(CAL-4151)mph-102
Water Service

City of San Diego Water Department
Room 164, Civic Center
San Diego 1, California

Gentlemen:

The United States of America, Federal Public Housing Authority (FPHA) or any successor to its powers, functions, and duties, by the undersigned, offers to take and pay for water furnished by the City of San Diego Water Department (Utility) to meet the requirements of occupants of Torrey Pines Housing Project (Nos. CAL-4151, CAL-4677, and CAL-4917-N) consisting of 251 dwelling units and one community building (Project), located at Torrey Pines in the City of San Diego, State of California, subject to the following terms and conditions:

1. Delivery of water shall commence on a date specified in a written notice from the FPHA and shall continue until the Utility is notified by the FPHA to discontinue delivery.
2. Delivery of water shall be made through metering equipment furnished and installed by the United States (which equipment shall be transferred to the Utility as provided in section 5 below, and thereafter maintained and owned by the Utility) located on the north side of Biological Road at the entrance to Camp Callan. The point of delivery shall be at the outgoing side of such metering equipment.
3. Except as otherwise indicated, the water service to be furnished and payment therefor shall be in accordance with Ordinance No. 2530 (New Series) (attached hereto) identified as Water Rates Ordinance, or as said ordinance may be amended; and in accordance with the rules and regulations of the Utility to the extent they are applicable and not inconsistent herewith or with any laws of the United States. The Utility represents that the rates contained in the attached Ordinance are the lowest applicable rates for service taken by the Project.
4. Payment pursuant to the attached Ordinance shall be made on the basis of monthly meter readings and in accordance with bills submitted by the Utility to the FPHA on the first day of each month following meter readings. All bills shall be subject to any discount extended to municipalities and other public bodies served by the Utility.
5. The Utility agrees to release the FPHA from the payment of any service connection charges which may be required under Ordinance 2337 (New Series), in consideration for which release the FPHA agrees to transfer title to the master meter, located as described in section 2 above, to the Utility, said meter being described as an 8 inch Badger Compound Type, carrying serial number 2,043,750.

No portion of the water furnished hereunder shall be resold except that FPHA may distribute water to the occupants of the Project as an incident of tenancy and may use individual check meters for the purpose of checking on individual consumption for statistical purposes or for penalizing excessive consumption.

In compliance with Acts of Congress and Executive Orders of the President it is understood: (a) No Member of or Delegate to Congress shall be admitted to any share or part of this contract or to any benefit to arise thereupon, provided this provision shall not extend or be construed to extend to any contract accepted by any incorporated company where it is made for the general benefit of such corporation; (b) There shall be no discrimination by reason of race, creed, color, national origin or political affiliation against any employee or applicant for employment qualified by training and experience for work in connection with this contract. The Utility shall include the latter provision in all subcontracts for any part of the work under this contract.

If you accept this offer subject to the foregoing terms and conditions, please indicate your acceptance by the signature of an authorized officer of the Utility in the space provided below on the original and two copies, return to the undersigned the original and one copy of this letter and retain the third copy which is to be considered as an original upon dispatch of the foregoing.

THE UNITED STATES OF AMERICA
FEDERAL PUBLIC HOUSING AUTHORITY
By E. EUGENE TUCKER
Acting Assistant Regional Director
for Management

ACCEPTED:

By F. A. RHODES
City Manager

This is to certify that I am the City Clerk of the City of San Diego to which the above offer is addressed; that F. A. Rhodes who accepted this offer and made this contract on behalf of said City, was then City Manager of said City; that such acceptance was duly signed for and on behalf of said City pursuant to authority of its governing body and is within the scope of its corporate powers.

SEAL FRED W. SICK
City Clerk

Approved as to form:
J. F. DuPAUL, City Attorney
J. H. McKINNEY
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Water Contract for Torrey Pines Housing with Federal Public Housing Authority; being Document No. 363163.

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

By James T. Tarter Deputy

State of California
Department of Public Works No. 118,594

DIVISION OF HIGHWAYS
ENCROACHMENT PERMIT

To
City of San Diego,
Room 268,
Civic Center,
San Diego 1, Calif.
Attention: Fred D. Pyle, Hydraulic Engr.

San Diego, California
Feb. 2, 1946

In compliance with your request of Jan. 31, 1946 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 a 20" diameter tar coated and felt wrapped welded steel pipe water line northeasterly from the end of an existing steel or concrete pipe under and northeasterly from the Del Mar Overhead to the northeasterly line of the right of way, on State Highway Road XI-SD-2-A near station 120. The installation is for the purpose of replacing a portion of an existing wood stave pipe in the City of San Diego's Lockwood Mesa to Torrey Pines pipe line.

Specifications for backfill are attached.

All work, backfill, and warning and safety devices shall be satisfactory to State Highway Maintenance Superintendent, Mr. E. A. Wolfe of Escondido.

The City of San Diego is exempt from bond, but in accepting this permit agrees to properly safeguard traffic.

Adequate barricades, flagmen, and lights shall be used to protect the public until the work is completed and the surface entirely repaired.

Your attention is called to the General Provisions numbered 1-27, 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 March 1, 1946.

CC:GTM:HSC:EAW

By H. S. COMLY
H. S. Comly, Dist. Maint. Engr.

Department Of Public Works
DIVISION OF HIGHWAYS
G. T. McCOY
State Highway Engineer
By E. E. WALLACE
District Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Encroachment Permit from State Division of Highways for Steel water pipe line near Del Mar Overhead; being Document No. 362957.

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 28th day of June, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter referred to as the "City", and CLAY W. SUMMERVILLE of San Diego, California, party of the second part, hereinafter referred to as the "concessionaire", WITNESSETH:

WHEREAS, The City of San Diego is the owner of Lower Otay Reservoir and Lower Otay Recreation area, and desires to have someone operate a concession to furnish food for persons who visit the recreational area at Lower Otay; and

WHEREAS, the concessionaire has a trailer 8x16 feet with a side canopy, and can serve food to patrons visiting said recreational area; NOW, THEREFORE,

It is agreed as follows:

That the City will provide a space to be selected by the Water Development Department for a consideration hereinafter mentioned;

The concessionaire agrees to furnish the trailer and equipment and to serve food, including: Steamed frankfurters, Health Department approved sandwiches, coffee, do-nuts, pies, frozen novelties, candies and off-sale beer, etc. The concessionaire agrees that he will not make any sales above the OPA ceiling price for such articles of food and drink as he will furnish and sell;

It is understood and agreed that the concessionaire will not sell soft drinks, rent motors or poles nor handle bait; however, said concessionaire will have the right to handle and sell fishing equipment;

Concessionaire further agrees that he will not carry on his business in such a way as to contaminate the water of the reservoir; and said concessionaire further agrees that he will take care of all trash and garbage daily and keep the area around and near his place of business in a clean and sanitary condition;

Concessionaire further agrees that he will keep a record of his gross daily sales and make payment to the City on Tuesday of alternate weeks;

It is understood and agreed that the concessionaire will pay to the City of San Diego five per cent (5%) of the gross receipts from all sales of food and drinks as hereinabove mentioned;

The concessionaire agrees to conduct his business in such a manner as not to create any hazard or cause injury to any person attending the recreational area;

Said concessionaire further agrees that he will take out indemnity insurance in a good and reputable company, satisfactory to the City, in the sum of \$5,000/\$10,000 and name the City as an insured in said policies;

Said concessionaire further agrees that if he employs any help that he will also take out Workmen's Compensation Insurance to cover said employees;

This contract shall be for a period of one (1) year from the date first hereinabove written; however, said contract may be terminated by either party upon giving thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, this Agreement is executed on behalf of The City of San Diego by the City Manager, pursuant to the authority so to do contained in Resolution No. 83522, adopted by the City Council on the 25th day of June, 1946, and the party of the second part has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Party of the First Part,

By F. A. RHODES
City Manager

CLAY W. SUMMERVILLE
Party of the Second Part

I HEREBY APPROVE the form and legality of the foregoing Agreement, this 2nd day of July, 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 Clay W. Summerville re food concession at Lower Otay Reservoir; being Document No. 363325.

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

By F. T. Patten Deputy

AGREEMENT
FOR EMPLOYMENT OF THE SERVICES OF
GOMER EVANS
BY THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION.

THIS MEMORANDUM OF AGREEMENT, Made and entered into this 8th day of July, 1946, 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 GOMER EVANS of The City of San Diego, California; WITNESSETH:

I.

For and in consideration of the sum of Three Hundred Eleven and No/100 Dollars (\$311.00) per month for three months, payable to the said Gomer Evans, the said Gomer Evans agrees to perform services as an advisor and consultant in connection with all matters appertaining to water distribution system.

II.

In consideration of the faithful performance by the said Gomer Evans of this agreement, The City of San Diego agrees to pay to the said Gomer Evans the said sum of Three Hundred Eleven and No/100 Dollars (\$311.00) per month for three months immediately following July 8, 1946.

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. 83548 of the Council authorizing such execution, and the said Gomer Evans 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
GOMER EVANS
Gomer Evans

I HEREBY APPROVE the form and legality of the foregoing Agreement this 8th day of July, 1946.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of 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 \$933.00
Dated July 30, 1946

J. McQUILKEN
R. W. GEFKE
Auditor and Comptroller of the City of San Diego,
California.

To be paid out of Water Distribution (500-62-1520)
Memo Gomer Evans (Services as advisor & consultant on Water Distribution)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for employment of Gomer Evans as advisor and consultant; being Document No. 363437.

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

By Frances T. Patten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Lydia J. Eno a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 3197 (New Series) of the ordinances of the City of San Diego establishing a schedule of compensation for officers and/or employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector, existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

To act as a District Water Bill Collector for the City of San Diego, at a certain

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

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

That beginning July 1, 1946, second party will faithfully perform the services and duties of District Water Bill Collector at 1905 Garnet St., Pacific Beach, as the same are herein-above described, at the rate of Fifty-five and no/100 Dollars (\$55.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: Fifty-five and no/100 Dollars (\$55.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and/or employees are regularly paid.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days written notice, PROVIDED, that in no event shall this Contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1946, and ending June 30, 1947.

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

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Asst. City Manager

LYDIA J. ENO
Second Party

I HEREBY APPROVE the form of the foregoing contract this 27th day of June, 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 Contract for employment of Lydia J. Eno as District Water Bill Collector; being Document No. 363458.

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

By Francis T. Tatten Deputy

OBD

NEW

THIS AGREEMENT, made this 20th day of May, 1946, by and between San Diego & Arizona Eastern Railway Company, a corporation, first party, hereinafter termed "Licensor," and CITY OF SAN DIEGO, a Municipality incorporated in the State of California, Civic Center, San Diego 1, California, second party, hereinafter termed "Licensee."

WITNESSETH THAT:

Licensor, in consideration of the sum of Five and No/100ths (\$5.00) Dollars, to be paid by Licensee to Licensor, and in further consideration of the faithful performance by Licensee of all the covenants and agreements herein contained, hereby permits Licensee to construct, reconstruct, maintain and operate a twelve (12) inch cast iron pipe, encased in sixteen (16) feet of sixteen (16) inch standard steel pipe, hereinafter termed "structure," for conveying water, said structure to be constructed beneath property of Licensor, at a depth specified by Licensor, at or near San Diego Station, County of San Diego, and State of California, in the location as shown in red on the print attached hereto and made part hereof, and more particularly described as follows, to-wit: From a point in Licensor's northerly right of way line to a point in the southerly right of way line and crossing not less than three (3) feet below base of ties in Licensor's main line track at Engineer Station 323 plus 55.

This agreement is made upon the following terms and conditions:

1. Licensee hereby acknowledges the title of Licensor in and to the premises described in this agreement and agrees never to assail or resist said title.

2. Licensee and the agents and employees of Licensee shall have the privilege of entry on said premises for the purpose of making necessary repairs to or changes in said structure, and Licensee agrees to at all times keep said premises in a good and safe condition free from waste all to the satisfaction of Licensor. If Licensee fails to keep said premises in a good and safe condition, free from waste, then Licensor may perform the necessary work at the expense of Licensee, which expense Licensee agrees to pay to Licensor upon demand. Licensee agrees that all work upon, or in connection with, said structure shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Licensor, and that the location of said structure and all said work shall be done and made under the supervision and to the satisfaction of Licensor. In the event Licensor shall at any time or times require the removal, reconstruction, alteration or changes in the location of said structure, or shall at any time or times construct an additional track or tracks, then Licensee agrees at Licensee's own sole cost and expense, upon receiving written notice from Licensor so to do, to forthwith construct and maintain an additional structure or extend or change said structure or immediately remove, reconstruct, alter or make changes in the location of said structure as may be requested by Licensor and in a manner satisfactory to Licensor.

3. Licensee shall not assign or transfer this agreement, in whole or in part, or permit any other person to use the right or privilege hereby given, without the written consent of Licensor first had and obtained.

4. Licensee agrees to reimburse Licensor the cost to Licensor of furnishing any necessary watchmen, flagmen or inspectors and for performing any work, including installing and removing any necessary falsework beneath the tracks of Licensor, during the installation, maintenance or removal of said structure.

5. In the event Licensee shall discontinue the use of said structure or shall abandon the same, all rights hereby given shall forthwith cease and determine.

6. Licensee shall indemnify and save harmless the Licensor from and against any and all loss, damage, liability, expense, claims and demands, of whatsoever character, direct or consequential, including injuries to employees of Licensor or to third persons, damage to property belonging to or in the custody or possession of Licensor or third persons, whether upon the property or right of way of Licensor, or elsewhere, caused directly or indirectly by

the construction, renewal, relocation, operation, maintenance, presence or removal of said structure, adjuncts or appurtenances.

7. The Licensee shall assume all risk of damage to said structure and appurtenances and to any other property of said Licensee, or any property under the control or custody of the Licensee, while upon the property or right of way of Licensor, or in proximity thereto, caused by or contributed to in any way by the construction, operation, maintenance or presence of the line or lines of railroad of the Licensor or its or their present or future adjuncts or appurtenances, excepting loss or damage arising from fire caused solely by Licensor's negligence. Licensee does hereby release and agrees to indemnify and save harmless the Licensor from and against any and all liability for injuries or deaths suffered by Licensee or the agents or the representatives of the Licensee, or any other person or persons while engaged in the construction, maintenance, operation, replacement or removal of said structure and appurtenances, caused by or contributed to in any way by the construction, operation, maintenance or presence of the line or lines of railroad of the Licensor or its or their present or future adjuncts or appurtenances or caused in any other respect whatsoever, except as to liability for injuries or deaths arising from fire caused solely by Licensor's negligence.

8. In the event any work upon or in connection with said structure or its appurtenances to be done upon, beneath or adjacent to the tracks and property of Licensor should be let to Contractor by Licensee, such work shall not be begun until such Contractor shall have first entered into an agreement with Licensor, satisfactory to Licensor and indemnifying Licensor from and against all claims, demands, cost, loss, damage and liability, growing out of the performance of the work to be done by such Contractor, and such Contractor shall furnish, at no expense to Licensor, a good and sufficient reliable Surety Company bond in such amount as may be specified by Licensor for the faithful performance of all the terms, covenants, conditions and stipulations contained in said agreement to be entered into with Licensor by said Contractor, as here in this paragraph provided; the form of said bond to be satisfactory to Licensor.

9. Licensee will fully pay for all materials joined or affixed to said premises, and pay in full all persons that perform labor upon said premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at Licensee's instance or request.

10. In case Licensor shall bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, Licensee shall and will pay to Licensor reasonable attorney fees in addition to the amount of judgment and costs.

11. This agreement may be terminated by either party hereto by giving thirty (30) days' notice in writing to that effect.

12. Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Should Licensee fail to keep, observe and perform any covenant or condition on Licensee's part herein contained, all rights hereby given shall, at the option of Licensor, forthwith cease and determine. Upon termination of the privileges contained herein or upon termination of this agreement, as hereinafter provided, Licensee shall, at Licensee's own cost and expense, immediately remove said structure and restore said premises as nearly as possible to the same state and condition they were in prior to the construction of said structure. Should Licensee in such event fail, neglect or refuse to so remove said structure and so restore said premises, such removal and restoration may be performed by Licensor at the Expense of Licensee, which expense Licensee agrees to pay to Licensor on demand.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

#(should follow
pp 5)

SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY
By H. R. GEEMREID
Vice Pres. & Gen. Mgr.

CITY OF SAN DIEGO
Licensee
By HARLEY E. KNOX
Mayor
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 San Diego & Arizona Eastern Railway Company relative to water line; being Document No. 363117.

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

OBD

NEW

THIS AGREEMENT, made this 4th day of May, 1946, by and between San Diego & Arizona Eastern Railway Company, a corporation, first party, hereinafter termed "Licensor," and CITY OF SAN DIEGO, a municipality incorporated in the State of California, San Diego, California, second party, hereinafter termed "Licensee."

WITNESSETH THAT:

Licensor, in consideration of the sum of Five and no/100ths (\$5.00) Dollars, to be paid by Licensee to Licensor, and in further consideration of the faithful performance by Licensee of all the covenants and agreements herein contained, hereby permits Licensee to construct, reconstruct, maintain and operate a twelve (12) inch cast iron pipe encased in a sixteen (16) inch standard steel pipe hereinafter termed "structure," for conveying water, said structure to be constructed beneath property of Licensor, at a depth specified by Licensor, at or near ENCANTO Station, County of San Diego, and State of California, in the location as shown in red on the print attached hereto and made part hereof, and more particularly described as follows, to-wit: From a point in Licensor's northerly right of way line to a point in the southerly right of way line and crossing not less than three feet below base of ties in Licensor's main line track at Engineer Station 323 plus 70.

This agreement is made upon the following terms and conditions:

1. Licensee hereby acknowledges the title of Licensor in and to the premises described in this agreement and agrees never to assail or resist said title.
2. Licensee and the agents and employees of Licensee shall have the privilege of entry

on said premises for the purpose of making necessary repairs to or changes in said structure, and Licensee agrees to at all times keep said premises in a good and safe condition free from waste all to the satisfaction of Licensors. If Licensee fails to keep said premises in a good and safe condition, free from waste, then Licensors may perform the necessary work at the expense of Licensee, which expense Licensee agrees to pay to Licensors upon demand. Licensee agrees that all work upon, or in connection with, said structure shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Licensors, and that the location of said structure and all said work shall be done and made under the supervision and to the satisfaction of Licensors. In the event Licensors shall at any time or times require the removal, reconstruction, alteration or changes in the location of said structure, or shall at any time or times construct an additional track or tracks, then Licensee agrees at Licensee's own sole cost and expense, upon receiving written notice from Licensors so to do, to forthwith construct and maintain an additional structure or extend or change said structure or immediately remove, reconstruct, alter or make changes in the location of said structure as may be requested by Licensors and in a manner satisfactory to Licensors.

3. Licensee shall not assign or transfer this agreement, in whole or in part, or permit any other person to use the right or privilege hereby given, without the written consent of Licensors first had and obtained.

4. Licensee agrees to reimburse Licensors the cost to Licensors of furnishing any necessary watchmen, flagmen or inspectors and for performing any work, including installing and removing any necessary falsework beneath the tracks of Licensors, during the installation, maintenance or removal of said structure.

5. In the event Licensee shall discontinue the use of said structure or shall abandon the same, all rights hereby given shall forthwith cease and determine.

6. Licensee shall indemnify and save harmless the Licensors from and against any and all loss, damage, liability, expense, claims and demands, of whatsoever character, direct or consequential, including injuries to employees of Licensors or to third persons, damage to property belonging to or in the custody or possession of Licensors or third persons, whether upon the property or right of way of Licensors, or elsewhere, caused directly or indirectly by the construction, renewal, relocation, operation, maintenance, presence or removal of said structure, adjuncts or appurtenances.

7. The Licensee shall assume all risk of damage to said structure and appurtenances and to any other property of said Licensee, or any property under the control or custody of the Licensee, while upon the property or right of way of Licensors, or in proximity thereto, caused by or contributed to in any way by the construction, operation, maintenance or presence of the line or lines of railroad of the Licensors or its or their present or future adjuncts or appurtenances, excepting loss or damage arising from fire caused solely by Licensors' negligence. Licensee does hereby release and agrees to indemnify and save harmless the Licensors from and against any and all liability for injuries or deaths suffered by Licensee or the agents or the representatives of the Licensee, or any other person or persons while engaged in the construction, maintenance, operation, replacement or removal of said structure and appurtenances, caused by or contributed to in any way by the construction, operation, maintenance or presence of the line or lines of railroad of the Licensors or its or their present or future adjuncts or appurtenances or caused in any other respect whatsoever, except as to liability for injuries or deaths arising from fire caused solely by Licensors' negligence.

8. In the event any work upon or in connection with said structure or its appurtenances to be done upon, beneath or adjacent to the tracks and property of Licensors should be let to Contractor by Licensee, such work shall not be begun until such Contractor shall have first entered into an agreement with Licensors, satisfactory to Licensors and indemnifying Licensors from and against all claims, demands, cost, loss, damage and liability, growing out of the performance of the work to be done by such Contractor, and such Contractor shall furnish, at no expense to Licensors, a good and sufficient reliable Surety Company bond in such amount as may be specified by Licensors for the faithful performance of all the terms, covenants, conditions and stipulations contained in said agreement to be entered into with Licensors by said Contractor, as here in this paragraph provided; the form of said bond to be satisfactory to Licensors.

9. Licensee will fully pay for all materials joined or affixed to said premises, and pay in full all persons that perform labor upon said premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at Licensee's instance or request.

10. In case Licensors shall bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, Licensee shall and will pay to Licensors reasonable attorney fees in addition to the amount of judgment and costs.

11. This agreement may be terminated by either party hereto by giving thirty (30) days' notice in writing to that effect.

12. Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Should Licensee fail to keep, observe and perform any covenant or condition on Licensee's part herein contained, all rights hereby given shall, at the option of Licensors, forthwith cease and determine. Upon termination of the privileges contained herein or upon termination of this agreement, as hereinafter provided, Licensee shall, at Licensee's own cost and expense, immediately remove said structure and restore said premises as nearly as possible to the same state and condition they were in prior to the construction of said structure. Should Licensee in such event fail, neglect or refuse to so remove said structure and so restore said premises, such removal and restoration may be performed by Licensors at the expense of Licensee, which expense Licensee agrees to pay to Licensors on demand.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

SAN DIEGO & ARIZONA EASTERN RAILWAY CO.
By H. R. GEEMREID
V.P. & G.M.

CITY OF SAN DIEGO
(Licensee)

By HARLEY E. KNOX
Mayor

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 San Diego & Arizona Eastern Railway Company relative to water line beneath tracks; being Document No. 363118.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. J. Patton Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Florence E. Cooke a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 3197 (New Series) of the ordinances of the City of San Diego establishing a schedule of compensation for officers and/or employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector, existing in the Classified Administrative Service of the City is declared to be open and contractual; and

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

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

That beginning July 1, 1946, second party will faithfully perform the services and duties of District Water Bill Collector at 1844 Bacon Street, Ocean Beach, as the same are hereinabove described, at the rate of Ninety and no/100 Dollars (\$90.00) 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: Ninety and no/100 Dollars (\$90.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and/or employees are regularly paid.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days written notice, PROVIDED, that in no event shall this Contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1946, and ending June 30, 1947.

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

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Asst. City Manager

FLORENCE E. COOKE
Second Party

I HEREBY APPROVE the form of the foregoing contract this 27th day of June, 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 Contract for employment of Florence E. Cooke as District Water Bill Collector; being Document No. 363459.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. J. Patton Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Anna E. Freeman a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 3197 (New Series) of the ordinances of the City of San Diego establishing a schedule of compensation for officers and/or employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector, existing in the Classified Administrative Service of the City is declared to be open and contractual; and

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

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

That beginning July 1, 1946, second party will faithfully perform the services and duties of District Water Bill Collector at 6357 1/2 Imperial Avenue, Encanto, as the same are hereinabove described, at the rate of Twenty-four and no/100 Dollars (\$24.00) 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: Twenty-four and no/100 Dollars (\$24.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and/or employees are regularly paid.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days written notice, PROVIDED, that in no event shall this Contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1946, and ending June 30, 1947.

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

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Asst. City Manager

ANNA E. FREEMAN

Second Party

I HEREBY APPROVE the form of the foregoing contract this 27th day of June, 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 Contract for employment of Anna E. Freeman as District Water Bill Collector; being Document No. 363460.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sick Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Frank Kimball a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 3197 (New Series) of the ordinances of the City of San Diego establishing a schedule of compensation for officers and/or employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector, existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

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

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

That beginning July 1, 1946, second party will faithfully perform the services and duties of District Water Bill Collector at 3328 Adams Avenue, as the same are hereinabove described, at the rate of Ninety-two and no/100 Dollars (\$92.00) 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: Ninety-two and no/100 Dollars (\$92.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and/or employees are regularly paid to month

It is further understood and agreed that this contract is a month contract only, and that the same may be terminated by either party on fifteen (15) days written notice, PROVIDED, that in no event shall this Contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1946, and ending June 30, 1947.

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

THE CITY OF SAN DIEGO

By G. E. ARNOLD

Asst. City Manager

FRANK KIMBALL

Second Party

I HEREBY APPROVE the form of the foregoing contract this 27th day of June, 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 Contract for employment of Frank Kimball as District Water Bill Collector; being Document No. 363461.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sick Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Maude Wiltse a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 3197 (New Series) of the ordinances of the City of San Diego establishing a schedule of compensation for officers and/or employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector, existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

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

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

That beginning July 1, 1946, second party will faithfully perform the services and duties of District Water Bill Collector at 3717 Mission Boulevard, as the same are hereinabove described, at the rate of Twenty-two and no/100 Dollars (\$22.00) 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: Twenty-two and no/100 Dollars (\$22.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and/or employees are regularly paid.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days written notice, PROVIDED, that in no event shall this Contract remain or continue in effect for a

longer period than the fiscal year beginning July 1, 1946, and ending June 30, 1947.

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

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Asst. City Manager

MAUDE WILTSE

Second Party

I HEREBY APPROVE the form of the foregoing contract this 27th day of June, 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 Contract for employment of Maude Wiltse as District Water Bill Collector; being Document No. 363462.

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

By F. W. Sick Deputy

UNDERTAKING FOR STREET LIGHTING
Mission Beach Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Six Hundred Nine and no/100 Dollars (\$609.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of June, 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 MISSION BOULEVARD, between the southerly line of Ventura Place and the southerly line of Pacific Beach Drive, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO GAS & ELECTRIC COMPANY
By A. B. HOLLOWAY, Vice Pres.
Principal

(SEAL)
ATTEST:
R. C. CAVELL, Secretary

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

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

On this 21st day of June, 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 8th day of July, 1946.

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. 83399 passed and adopted on the 11th day of June, 1946, require and fix the sum of \$609.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
Mission Beach Lighting District No. 1

THIS AGREEMENT, made and entered into this 16th day of July, 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, herein-after called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the street lamps on bracket arms attached to the poles on MISSION BOULEVARD, between the souther-

ly line of Ventura Place and the southerly line of Pacific Beach Drive, in the City of San Diego, California; together with the maintenance of said bracket arms, wires and lamps on said Mission Boulevard, within the limits above mentioned; such furnishing of electric current and such maintenance of appliances shall be for a period of one year from and including May 15, 1946, to-wit, to and including May 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 Mission Beach Lighting District No. 1", filed March 15, 1946 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Nine Hundred Forty-eight and 80/100 Dollars (\$1,948.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Mission Beach Lighting District No. 1 Fund."

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Four Hundred Eighty-seven and 20/100 Dollars (\$487.20) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

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

And it is further mutually agreed that no part or portion of said sum of One Thousand Nine Hundred Forty-eight and 80/100 Dollars (\$1948.80) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Nine Hundred Forty-eight and 80/100 Dollars (\$1948.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Four Hundred Eighty-seven and 20/100 Dollars (\$487.20), nor for any delinquency of persons or property assessed.

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

ATTEST:

R. C. CAVELL

Secretary

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY

Vice President

THE CITY OF SAN DIEGO

By HARLEY E. KNOX

G. C. CRARY

CHARLES B. WINCOTE

ELMER H. BLASE

ERNEST J. BOUD

CHAS. C. DAIL

WALTER W. AUSTIN

Members of the Council

ATTEST:

FRED W. SICK, City Clerk

By AUGUST M. WADSTROM, Deputy (SEAL)

I hereby approve the form of the foregoing Contract, this 8th day of July, 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 San Diego Gas and Electric Company for San Diego Lighting District No. 1; being Document No. 363463.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. H. McKinney Deputy

UNDERTAKING FOR STREET LIGHTING

College Park Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIXTY-EIGHT and no/100 DOLLARS (\$68.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of June, 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 COLLEGE AVENUE, for its entire length in College Park Unit No. 1; MONTEZUMA ROAD, between College Avenue and the westerly line of Lot 21, Partition of Rancho Mission of San Diego; CAMPANILE DRIVE, for its entire length in College Park Unit No. 1; and CRESITA DRIVE, for its entire length, 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. B. HOLLOWAY, Vice Pres.
Principal

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

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

On this 21st day of June, 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 17 day of June, 1946.
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. 83398 passed and adopted on the 11th day of June, 1946, require and fix the sum of \$68.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING College Park Lighting District No. 1

THIS AGREEMENT, made and entered into this 16th day of July, 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, herein-after called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceeding of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on:

COLLEGE AVENUE, for its entire length in College Park Unit No. 1;

MONTEZUMA ROAD, between College Avenue and the westerly line of Lot 21, Partition of Rancho Mission of San Diego;

CAMPANILE DRIVE, for its entire length in College Park Unit No. 1; and

CRESITA DRIVE, for its entire length.

Such furnishing of electric current shall be for a period of one year from and including June 1, 1946, to-wit, to and including May 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 College Park Lighting District No. 1", filed March 18, 1946, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Hundred Seventy Dollars (\$270.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "College Park Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Two Hundred Seventy Dollars (\$270.00) shall be paid out of any other fund than said special fund designated as "College Park Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Hundred Seventy Dollars (\$270.00).

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

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

ATTEST: R. C. CAVELL, Secretary
(SEAL)

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

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
WALTER W. AUSTIN
Members of the Council.

(SEAL)

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

I HEREBY APPROVE the form of the foregoing Contract, this 8th day of July, 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 San Diego Gas & Electric Company for College Park Lighting District No. 1; being Document No. 363467.

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

By F. W. SICK Deputy

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 11th day of June, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the "Lessor" and LARRY FINLEY and WARNER AUSTIN, a co-partnership hereinafter designated as the "Lessee", WITNESSETH:

WHEREAS, the Council of The City of San Diego on the 16th day of April, 1946, by Resolution No. 82968 authorized, and fixed the time and date for the taking of sealed proposals for the leasing to the highest responsible bidder the property hereinafter described for the purpose and for the period set forth in said Resolution; and

WHEREAS, the "Notice to Bidders" was published for the required period preceding the time and date set for receiving proposals and,

WHEREAS the proposal of the above Lessee was the highest and best bid for the concession, or concessions, at said letting and said proposal was accepted by Resolution No. of the City Council of The City of San Diego on the 7th day of May, 1946.

NOW, THEREFORE, the Lessor, in consideration of the premises and of the rentals herein agreed to be paid by the Lessee and other covenants, conditions and agreements to be performed and carried out by the Lessee, hereby leases and demises to the said Lessee and the Lessee hereby takes and accepts from said Lessor the rights, privileges and concessions together with the land and water area of Parcels 1, 1A, 2 and 3 all as more particularly set forth and described in the "Specifications" and as shown on the Maps and Plans attached hereto and made a part hereof, for the term of years hereinafter stated.

In further consideration of the mutual understandings herein set forth it is agreed as follows:

- (1) That the concession, or Concessions, covered by this agreement shall be the same as set forth and described in the Notice to Bidders, the Proposal, the Specifications and in the location shown on the Map, or Maps, all attached hereto and made a part hereof.
- (2) Term - The term of this "Lease Agreement" shall be for a period of five years from the date hereof, with an option in favor of the Lessee for an additional five year period if said Lessee so elects.
- (3) Fees and Charges to the Public - That the fees and charges applying to any concession granted, permitted or described under the "Specifications" shall be under the regulation of, and shall be approved by, the City Manager of San Diego, whether said fees or charges are set forth herein or otherwise established. In event the Lessee rents berths or slips for the mooring or anchoring of boats not owned by the Lessee, the rate or rates for such services shall be approved by the City Manager.

That the Tentative Schedule of Prices applying to the boat rides and rental shall be as follows:

Schedule of Prices:

| | |
|--------------------------------|--------------------|
| Speed Boat Rides - 10 minutes | \$1.00 per person |
| Aquaplaning - 10 minutes | \$1.00 per person |
| Sail Boats | |
| Snipes and Comets, anytime | \$2.00 per hour |
| Cat Boats - week days | \$1.50 per hour |
| Cat Boats - Sundays | \$2.00 per hour |
| Canoes anytime | \$1.50 per hour |
| Rowboats, large, anytime | \$1.00 per hour |
| Rowboats with outboard motor | \$2.00 per hour |
| Rowboats, small anytime | \$.75 per hour |
| Rowboats, special to fisherman | \$1.50 for 4 hours |
| Paddle Boards, large | \$.75 per hour |
| Paddle Boards, small | \$.50 per hour |
| Kayaks, any time | \$.75 per hour |

All breakage of paddles, oars and equipment to be paid for at cost by the person, or persons, responsible for the damages and may be provided for in advance by requiring a reasonable deposit from the person, or persons, renting boats or equipment from the concession or concessions under this lease agreement.

All moneys received by the Lessee in the operation of said concession, or concessions, shall be recorded by mechanical means insofar as practicable and the method, or methods, to be used shall be mutually agreed upon between the Lessee and the City Manager.

- (4) Insurance - The Lessee shall carry the necessary insurance to indemnify and hold the City of San Diego harmless of and from all injuries, damages, claims and demands of every name and nature as further provided and set forth under "Specifications for Concession."
- (5) Use of Premises - The leased premises shall be used only for the operation of the concession, or concessions, set forth and more particularly described under the "Specifications", or approved by the City Manager in writing, it being understood that no sale of new boats shall be made from said premises.
- (6) Monthly Rental - That the Lessee shall pay to the Lessor as rental for the described premises and concessions at the rate or rates, and in the manner set forth as follows:
A monthly payment of the sum of Two Hundred and Fifty Dollars (\$250.00) as the minimum monthly rental for the leased premises and concessions hereinabove described, exclusive of

those premises for which a definite rental has been set forth in the specifications; and the payment of a sum equal to eight per cent (8%) of the monthly gross receipts, over and above the sum of twelve and one-half (12-1/2) times the minimum monthly rental, received from any and all concessions, exclusive of the concession, or concessions, from which a definite payment has been set forth in the specifications.

- (7) Monthly Report - That the Lessee shall make a monthly report to the City of the "Gross Receipts" and other pertinent data necessary, and to make the payments due the Lessor, all as set forth in the "Specifications".
- (8) Number of Boats - That the Lessee shall furnish the minimum number of boats set forth under the "Specifications".
- (9) Maximum Work Hours - The maximum work hours for persons employed by the Lessee in the operation of the concession or concessions except in executive, administrative, supervisory and highly skilled positions shall not be in excess of 8 hours per day and 40 hours per week, except in special or unusual circumstances in respect of which the City Manager shall determine that the above limitations are not feasible or practicable.
- (10) Lessee Not an Employee of City - The Lessee, under this agreement, shall not be an agent or employee of the City for any purpose nor shall the agreement be construed as creating a relation of partnership or joint venture.
- (11) Disputes - The Lessee shall refer all disputes to the City Manager and shall abide by his decision.
- (12) Default - That time is of the essence of the terms, conditions and provisions of this agreement; and should any rent remain unpaid for a period of five (5) days after it becomes due, or should the Lessee fail to perform, keep or fulfill any of the other terms, provisions or conditions of the lease in the manner herein specified, and such failure on the part of the Lessee should continue for ten (10) days after written notice thereof by the City to the Lessee, then and in either of such events the City may, at its option, at any time thereafter and before such default is finally cured, reenter and take possession of the leased premises and each and every part thereof, and/or terminate this lease agreement and all rights of the Lessee thereunder. That upon default in the payment of any rental, the City may, at its option, forthwith enter the leased premises and operate the same as an agent of the Lessee, applying all income derived from the operation thereof, first, to the cost of operating and maintaining said premises and second to the payment of any and all rent then due or thereafter to become due.
No waiver of default by the Lessor in any of the terms and conditions of this "Lease Agreement" to be kept, observed or fulfilled by the Lessee, or any sub lessee, shall be construed to be or shall act as a waiver of any subsequent default in any of said terms and conditions during the term of this agreement.
- (13) Cancellation - That this lease may be cancelled by the consent of both parties hereto in writing.
- (14) Assignment or Sub-Lease - That neither the whole, nor any part, of this lease shall be assignable or transferrable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the City Council evidenced by resolution duly and regularly passed and adopted.

IN WITNESS WHEREOF, this lease is executed by The City of San Diego, acting by and through the City Manager of said City under and pursuant to Resolution No. 83142 authorizing such execution, and the Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Act. City Manager

LARRY FINLEY and WARNER AUSTIN
a co-partnership by WARNER AUSTIN
Lessees

(If executed by an individual or partnership Lessee appropriate changes shall be made in the last preceding paragraph).

I HEREBY approve the form and legality of the foregoing contract, this 10th day of June, 1946.

J. F. DuPAUL
City Attorney of the City of San Diego
By B. L. COMPARET
Deputy City Attorney

B-8818

BOND

KNOW ALL MEN BY THESE PRESENTS, THAT LARRY FINLEY and WARNER AUSTIN, a co-partnership, as Principal, and PACIFIC EMPLOYERS INSURANCE COMPANY, 1033 SOUTH HOPE ST., LOS ANGELES, CALIF., as Surety, are held and firmly bound unto the City of San Diego, San Diego County, California, in the penal sum of One thousand dollars (\$1,000.00), lawful money of the United States of America, to be paid to the City of San Diego, for the payment of which well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said principal has entered into the attached Lease Agreement with The City of San Diego wherein certain rights, privileges and concessions are granted by The City of San Diego, California, all as more particularly and in detail shown in that certain Concession Contract filed in the Office of The City Clerk on the 11th day of June, 1946, marked Document No. _____, and consisting of Notice to Bidders, Instruction to Bidders Proposal, Specifications, Lease Agreement and Maps attached to and make a part of said contract and reference is hereby made to said Concession Contract for a particular description of the covenants, conditions and agreements to be performed thereunder.

The condition of this obligation is such that if the above Principal shall well and truly perform and fulfill all the covenants, terms, conditions and agreements of the Concession Contract and any alterations 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 but otherwise shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, alteration or addition to the terms of the Concession Contract shall in any wise affect its obligation on this bond and does hereby waive notice of any change, alteration or addition to the terms of the said contract.

IN WITNESS WHEREOF, the above parties have executed this instrument this 11th day of June, 1946, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Premium \$10.00 per annum

LARRY FINLEY & WARNER AUSTIN
a co-partnership by WARNER AUSTIN
Principals (SEAL)

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

If executed by an individual or partnership appropriate changes shall be made in the last preceding paragraph.
I HEREBY approve the form of the within Bond this 17th day of June, 1946.
J. F. DuPAUL
City Attorney of the City of San Diego
APPROVED by the City Manager of The City of San Diego this 20th day of June, 1946.
F. A. RHODES
City Manager

RIDER
It is understood and agreed that this bond may be cancelled providing THIRTY DAYS written notice is given to the Principals and the City of San Diego.
This rider forms a part of Bond #8818 executed in behalf of Larry Finley and Warner Austin, a co-partnership as Principals, and the City of San Diego as Obligee, and shall become effective as of the 11th day of June, 1946, standard time as specified in the attached bond.
Signed, sealed and dated this 11th day of June, 1946.
PACIFIC EMPLOYERS INSURANCE COMPANY
By: ROBERT F. DRIVER
Attorney-in-Fact. (SEAL)

STATE OF CALIFORNIA }
County of San Diego } ss.
On this 11th day of June, 1946, before me RICHARD M. BOWEN, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared ROBERT F. DRIVER known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.
(SEAL) RICHARD M. BOWEN
Notary Public in and for the State of California,
County of San Diego
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Con-
cession Contract for Auto Parking and Boat Rental at Bonita Bay with Larry Finley and Warner Austin; being Document No. 363166.
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
THIS AGREEMENT, made and entered into this 1st day of July, 1946, 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 1946-47 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, 1946, and ending June 30, 1947, 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 on behalf of The City of San Diego by the City Manager, pursuant to the authority so to do contained in Resolution No. 83523, adopted by the City Council on the 25th day of June, 1946, and the party of the second part has hereunto subscribed his name the day and year first hereinabove written.

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

CARL WILSON
Party of the Second Part

I HEREBY APPROVE the form and legality of the foregoing Agreement, this 10th day of July, 1946.
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 \$300.00

Dated July 30, 1946

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego, California

To be paid out of Water Development (500-61-1520)

Memo Dr. Carl Wilson (1st Qtrs, Services as consulting technologist)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Dr. Carl Wilson for services as consulting technologist on water purification; being Document No. 363529.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Tatten Deputy

AGREEMENT FOR AMENDMENT OF CONTRACT.

THIS AGREEMENT, made and entered into this 10th day of July, 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 City Manager of said City, party of the first part, hereinafter called the "City," and JOHNS-MANVILLE SALES CORPORATION, a corporation, party of the second part, and hereinafter sometimes called the "Contractor," WITNESSETH:

WHEREAS, The City of San Diego and said Johns-Manville Sales Corporation, as contractor, heretofore on the 19th day of April, 1946, entered into a contract for the furnishing to said City certain cement-asbestos water pipe, all as more particularly and in detail set forth in the specifications contained in Document No. 360101, on file in the office of the City Clerk of said City, which said contract is on file in the office of said City Clerk as Document No. 361354; and

WHEREAS, said City and said contractor are mutually desirous of amending and modifying said contract, by adding a price-adjustment clause thereto, which was inadvertently omitted from said contract;

NOW, THEREFORE, in consideration of the premises and the matters and things hereinafter recited, and the mutual consent of the parties, said above-described contract is hereby amended and modified by adding the following price-adjustment clause thereto, which clause shall follow the last clause on page 3 of said contract:

"In the event OPA control is terminated, or if price increases are granted by OPA, City will be invoiced at prices in effect at time of shipment unless order is previously cancelled by the City; provided, however, that said contractor guarantees that any price increase to the City shall not exceed ten per cent (10%) of price quoted per unit for the pipe quantities covered by this agreement."

Except as herein specifically amended, all of the terms and conditions of said contract dated April 19, 1946, shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of The City of San Diego, under and pursuant to a resolution authorizing such execution, and the contractor has caused 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

Party of the First Part

By F. A. RHODES

City Manager

JOHNS-MANVILLE SALES CORPORATION

Party of the Second Part

By J. F. PETERSON

Office Mgr.

ATTEST:

E. J. MILBRAD

Asst. Dist. Engr.

I HEREBY APPROVE the form and legality of the foregoing Agreement for Amendment of Contract, this 10th day of July, 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 for Amendment of Contract Johns-Manville Sales Corporation, relative to furnishing pipe; being Document No. 363534.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Tatten Deputy

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that Smith-Emery Company, a corporation, for and in consideration of the sum of One Dollars (\$1.00) lawful money of the United States, to it in hand paid by Philip W. Helsley of the City of San Diego, County of San Diego, State of California, do by these presents sell, convey, assign, transfer and set over unto the said Philip W. Helsley a certain indenture of lease bearing date June 7, 1945, made by The City of San Diego to the said Smith-Emery Company, covering a testing laboratory, together with all fixtures and equipment now located in said laboratory, the same being located in the Administration Building in Balboa Park, in the City of San Diego, State of California, said original lease being for the term of three (3) years from and after July 1, 1945, for a yearly rental of \$240.00, payable at the rate of \$20.00 monthly in advance, together with other considerations set forth in said lease.

TO HAVE AND TO HOLD to the said PHILIP W. HELSLEY, his heirs, executors, administrators and assigns, from the 1st day of January, 1946, for and during all the remainder yet to come

of said term of three (3) years mentioned in said indenture of lease; the said Philip W. Helsley taking said lease subject to all the terms and conditions therein contained; and the said Smith-Emery Company hereby covenants and agrees to and with the said Philip W. Helsley that said assigned premises now are free and clear of all former and other gifts, grants, bargains, sales, leases, judgments, executions, back rents, taxes and encumbrances which may exist against said property.

WHEREFORE, said corporation has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, this 28th day of December, 1945.

ATTEST:
D. F. ROBERTS
Mgr. Phy. Test. Dept.

SMITH-EMERY COMPANY
By E. O. SLATER
President

C O N S E N T

The City of San Diego, lessor in the above-mentioned lease, gives its consent to the Assignment of the same by the Smith-Emery Company, a corporation, to Philip W. Helsley.

THE 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 Assignment of Contract - Smith-Emery Co. to Philip W. Helsley; being Document No. 363591.

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

By F. A. Rhodes Deputy

UNDERTAKING FOR STREET LIGHTING
Loma Portal Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally, bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three Hundred Ninety-eight Dollars (\$398.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of June, 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 CURTIS STREET, DUMAS STREET, ELLIOTT STREET, FREEMAN STREET, GOLDSMITH STREET, HOMER STREET, IBSEN STREET, JAMES STREET, KINGSLEY STREET, LYTTON STREET, CHATSWORTH BOULEVARD, ROSECRANS STREET, POINSETTIA DRIVE, JONQUIL DRIVE, NARCISSUS DRIVE, HYACINTH DRIVE, AZALEA DRIVE, WISTERIA DRIVE, LOTUS DRIVE, PLUMOSA DRIVE and AMARYLLIS DRIVE, within the limits and as particularly described in Resolution of Inten-tion No. 82748, adopted by the Council of said City required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain con-tract 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

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

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

On this 1st day of July, 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 15th day of July, 1946.
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. 83449 passed and adopted on the 18th day of June, 1946, require and fix the sum of \$398.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
Loma Portal Lighting District No. 1

THIS AGREEMENT, made and entered into this 16th day of July, 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 the following streets, in the City of San Diego, California, to-wit:

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

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

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

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

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

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

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

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

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

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

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

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

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

The northwesterly 45.00 feet of Rosecrans Street, between the southeasterly prolongation of the northeasterly line of Curtis Street and the southwesterly line of Lytton Street;

POINSETTIA DRIVE, between the northeasterly line of Elliott Street and the northeasterly line of Plumosa Park;

JONQUIL DRIVE, for its entire length in Plumosa Park;

NARCISSUS DRIVE, for its entire length in Plumosa Park;

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

AZALEA DRIVE, for its entire length in Plumosa Park;

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

LOTUS DRIVE, for its entire length in Plumosa Park;

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

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

Such furnishing of electric current shall be for a period of one year from and including June 28, 1946, to-wit, to and including June 27, 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 Loma Portal Lighting District No. 1", filed April 4, 1946 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Five Hundred Ninety-one and 80/100 Dollars (\$1,591.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Loma Portal Lighting District No. 1 Fund."

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

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

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

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" and amendments thereto 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
 ELMER H. BLASE
 ERNEST J. BOUD
 CHAS. C. DAIL
 WALTER W. AUSTIN
 Members of the Council

(SEAL)

ATTEST:

FRED W. SICK, City Clerk

By AUGUST M. WADSTROM, Deputy

I hereby approve the form of the foregoing Contract, this 15th day of July, 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 San Diego Gas & Electric Company on Loma Portal Lighting District No. 1; being Document No. 363660.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sick Deputy

LEASE

THIS AGREEMENT, made and entered into this 3 day of July, 1946, by and between VICTOR SOSA, of San Diego, California, hereinafter called the Lessor, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and their faithful performance by said City, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto said City the following described property situated in the County of San Diego, State of California, to-wit:

Lots 1, 2, 39 and 40, in Block 2; Lots 1 to 6, inclusive, and Lots 33 to 40, inclusive, in Block 3; Lots 1 to 8, inclusive, 39 and 40, in Block 4; Lots 1 to 12, inclusive, 16 to 27, inclusive, 30 to 41, inclusive, 44 to 54, inclusive, in Block 14; Lots 1 to 54, inclusive, in Block 15; Lots 18, 21 to 30, inclusive, 47 to 54, inclusive, in Block 16; and Lots A, B, C, D, E, F and G; all in Cable Road Addition;

for a term of five (5) years from the date of the execution of this lease.

In consideration of the premises and of the covenants and conditions hereinafter contained the parties hereto agree to as follows:

First: That the lease now existing between Herbert C. Kelly and the City covering the above described real property, made and entered into July 1, 1940, shall be cancelled simultaneously with the execution of this lease.

Second: That the above-described premises are leased to the City for rubbish disposal purposes, upon the following conditions:

(a) That Lessor hereby agrees to leave an area of land open along the present paved road, to be used by the general public for rubbish disposal;

(b) That said area and road shall be under the supervision and control of the City, reserving unto the general public the right to salvage materials dumped therein;

(c) That said Lessor agrees to maintain a fenced-in, enclosed area, for use by the Refuse Division of the Public Works Department of the City for the disposal of all rubbish collected by the City trucks, or by contractors or subcontractors engaged in such collection for and on behalf of said City delivered to this location;

(d) That said Lessor agrees to provide the necessary equipment and personnel required to unload not less than one-half of the rubbish trucks using this location engaged in the collection of said rubbish either by the Refuse Division of the Public Works Department, or by contractors or subcontractors engaged in such collection for and on behalf of said City;

(e) That the City agrees that all the rubbish trucks using this location operated by the Refuse Division of the Public Works Department and by contractors and subcontractors engaged in the collection of such rubbish for and on behalf of said City, will use only the enclosed area hereinabove mentioned for the disposal of all rubbish delivered by them.

Third: That the City agrees that the Lessor shall have the exclusive right to salvage all combustible materials dumped within the enclosed area above mentioned during the period of this agreement.

Fourth: That the City agrees that upon the expiration or termination of the contract now existing between The City of San Diego and C. M. Davis for salvage of non-combustible materials, said Lessor herein shall have the exclusive right to salvage all non-combustible materials within the said enclosed area.

Fifth: That either party to this lease may terminate the same by giving the other party hereto a ninety (90) day written notice of such intention.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed his name, and this lease is executed by The City of San Diego, acting by and through the City Manager of said City under and pursuant to Resolution of the Council authorizing such execution, the day and year first hereinabove written.

VICTOR SOSA

Lessor

THE CITY OF SAN DIEGO

By F. A. RHODES

Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 22 day of June, 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 Victor Sosa for land in Cable Road Addition for rubbish disposal purposes; being Document No. 363769.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sick Deputy

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 15th day of July, 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 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 on the 30th day of June, 1947, the use and service of such pneumatic-tired dump trucks, each of five cubic yards 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 (15), 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 its own equipment; and as soon as it has knowledge that it 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 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 and 10/100 Dollars (\$3.10) 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 and 65/100 Dollars (\$3.65). Said rental shall be payable 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 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 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 197 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 said City, 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 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:

| <u>Trade or Occupation</u> | <u>Wages per Hour</u> |
|--|-----------------------|
| Drivers of dump trucks - 4 yds., | |
| but less than 8 yds. water level | \$ 1.10 |
| Drivers of dump trucks - 8 yds. | |
| but less than 12 yds. water level. | 1.15 |

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. 83583 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

By G. R. DALEY

ATTEST:

C. D. MOORE

I HEREBY APPROVE the form and legality of the foregoing contract this 15th day of July, 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 Daley Corporation for rental to the City of dump trucks; being Document No. 363795.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

MODIFICATION OF LEASE

THIS AGREEMENT, Made and entered into this 2nd day of July, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part; and LARRY FINLEY, party of the second part, WITNESSETH:

That it is mutually agreed between the party of the first part and the party of the second part that paragraph (14) of the lease entered into between said parties on the 28th day of November, 1944, the same being Document No. 350997, be modified and amended as follows:

That the provision, "Hot dogs, not to exceed ten cents (10¢);" in said paragraph (14) of said lease be amended to read as follows:

"Hot dogs, not to exceed fifteen cents (15¢);"

and that the provision, "Hamburgers, not to exceed fifteen cents (15¢);" in said paragraph (14) of said lease, be amended to read as follows:

"Hamburgers, not to exceed twenty cents (20¢);"

and that all other prices mentioned in said lease shall remain the same.

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

THE CITY OF SAN DIEGO

Lessor

By F. A. RHODES

City Manager

LARRY FINLEY

Lessee

I HEREBY APPROVE the form and legality of the foregoing Modification to Lease, this 2nd day of July, 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 Modification of Lease with Larry Finley relative to prices for hot dogs and hamburgers; being Document No. 363796.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

LEASE

THIS AGREEMENT, made and entered into this 1 day of July, 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 L. W. BRAWNER, hereinafter called the "Lessee", WITNESSETH:

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

That portion of the Rancho San Bernardo, in the County of San Diego, State of California, described as follows:

Beginning at a stake marked "S.B.1" on the map or plat of the Survey of said Rancho made by Hays, and running thence North 77-1/3° west along the northern boundary of said Rancho, 4861.5 feet; thence South 15-1/2° West 6370 feet; thence South 84-1/4° East 4913.2 feet to the Eastern boundary of said Rancho; thence North 15-1/2° East along said Rancho line 5799.1 feet to the place of beginning; excepting from the above described property all that portion thereof conveyed by Fred H. Roberts and Elizabeth Roberts, his wife, to Elbert Ward, by deed dated February 14,

1911, and recorded June 28, 1911, in Book 528, page 58 of Deeds, and described as follows:

Beginning at a point on the east line of the Rancho San Bernardo 5799.1 feet in a southerly direction from corner "S.B.1" on the map or plat of the Survey made by Hays of Rancho San Bernardo; thence running in a westerly direction as deeded to Fred H. Roberts by David T. Oaks, a distance of 600 feet; thence in a northeasterly direction 3230 feet to an intersection with the east line of the Rancho San Bernardo; thence in a southerly direction along the east line of said Rancho to point of beginning; ALSO, EXCEPTING from the above described property all that portion thereof lying above an elevation of 395 feet above sea level according to the United States Geological Survey datum; subject to all liens and encumbrances whatsoever;

For a term of five (5) years, beginning on the 1st day of July, 1946, and ending on the 30th day of June, 1951, at the following rentals: Six Hundred Ten Dollars (\$610.00) per year payable in advance at the office of the Lessor quarterly during said term.

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

First. That the above described premises are leased to said lessee for agricultural and/or stock grazing purposes only, and for no other purpose or purposes; EXCEPTING that no commercial hog raising will be permitted.

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City;

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 83409 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

L. W. BRAWNER

Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 19th day of July, 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 L. W. Brawner for a portion of Rancho San Bernardo; being Document No. 363839.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Tatten Deputy

AGREEMENT

THIS AGREEMENT, Made and entered into this 23 day of April, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part; and EVA L. KAZANJAN of the city of San Diego, California, party of the second part; WITNESSETH:

WHEREAS, the City of San Diego desires to acquire a part of fractional Block 420, Horton's Addition, for the purpose of widening 6th Avenue; and

WHEREAS, the party of the second part is the owner of said property hereinafter described and is willing to sell the same to the City, provided the City will build a wall and pay her certain other consideration; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

That for and in consideration of the party of the second part giving a deed to The City of San Diego to the

Easterly twelve (12) feet of the East One-half (E 1/2) of fractional Block 420, Horton's Addition in The City of San Diego, California, according to the Map thereof filed in

Deed Book 13, page 522, in the Office of the Recorder of said

County of San Diego, California,
free and clear from any and all encumbrances, the City agrees to pay to the said party of the second party the sum of FOUR HUNDRED DOLLARS (\$400.00), and as a further consideration the City agrees to build a wall for said party of the second part according to the plans and specifications set forth in City Engineer's drawing No. 6603-4-L;

IT IS FURTHER UNDERSTOOD AND AGREED that said wall, when completed, shall be the property of the party of the second part and that the party of the second part will be responsible for the upkeep and maintenance of the same, and that the City will have no interest whatsoever in said wall after the same is completed.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed in its name by its City Manager, acting under and pursuant to Resolution No. 83022 of the City Council, duly and regularly adopted by said Council on the 23rd day of April, 1946; and the party of the second part has hereunto subscribed her name the day and year first hereinabove written.

THE CITY OF SAN DIEGO
Party of the First Part
By F. A. RHODES
City Manager

EVA L. KAZANJAN
Party of the Second Part

I HEREBY APPROVE the form and legality of the foregoing Agreement this 29th day of April, 1946.

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 \$400.00
Dated May 2, 1946

J. McQUILKEN
R. W. Geffe
Auditor and Comptroller of the City of San Diego,
California

To be paid out of General Appropriations Outlay (Purchase of Properties)
Memo E. L. Kazanjan (Purch. Portion of Block 420 Horton's Addition - 6th & Upas-)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Eva L. Kazanjan relative to wall on easterly side of Block 420, Horton's Addition; being Document No. 363849.

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

By F. A. Rhodes 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 ONE THOUSAND SIXTY-FOUR and no/100 Dollars (\$1,064.00), lawful money of the United States of America, to be 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:

120 - 6" Hub End Crane gate valves,
in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

CRANE COMPANY
R. E. MUSE, Mgr.
Principal
GENERAL CASUALTY COMPANY OF AMERICA
By: FRANK FIEGER
Attorney-in-fact
Surety

(SEAL)

I HEREBY APPROVE the form of the within Bond, this 16th day of July, 1946.

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

I HEREBY APPROVE the foregoing bond this _____ day of _____, 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 15th day of July, 1946, 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.

(SEAL)

NOTARY AFFIDAVIT

My commission expires 8/21/46

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 15th day of July, 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 herein-after 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:

120 - 6" Hub end Crane gate valves, #480-1/2,
in accordance with the specifications therefor
on file in the office of the City Clerk of said
City under Document No. 360268.

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

120 - 6" Hub end Crane gate valves @ \$35.46 ea \$4255.20

Said price includes the California State Sales Tax, and is subject to the PRICE ADJUSTMENT CLAUSE contained in Document No. 360268 on file in the office of the City Clerk of said City, which Price Adjustment Clause is hereby made a part hereof by reference as though fully set forth herein.

Said contractor agrees to begin delivery of said material within four months from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 1946.

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

Four Thousand Two Hundred Fifty-five and 20/100 Dollars (\$4255.20), subject to said Price Adjustment Clause.

Payment for said material will be made 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 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. 83500 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: FRANK FIEGER

I HEREBY APPROVE the form and legality of the foregoing contract this 16th day of July, 1946.

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 \$4,255.20
Dated July 15, 1946

J. McQUILKEN
R. W. GEPPE
Auditor and Comptroller of the City of San Diego,
California.

To be paid out of Stores Revolving Fund (520)
Memo Crane Co. (120 - 6" Crane Valves)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Crane Company for furnishing 120 - 6" Hub End Crane gate valves; being Document No. 363853.

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, 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 Eleven hundred and eighty-seven Dollars (\$1187.00), lawful money of the United States of America, to be 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 July, 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 - 30" Nordstrom Fig. 1169, Venturi type lubricated plug valves, test pressure 240 p.s.i., with worm gears, handwheels, 125# Standard flanges;
- 1 - 16" Nordstrom Fig. 1169, Venturi type lubricated plug valve, test pressure 350 p.s.i., with worm gears, handwheels, 125# Standard flanges;

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

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

CRANE CO.
R. E. MUSE, Mgr.
Principal
GENERAL CASUALTY COMPANY OF AMERICA
By: FRANK FIEGER
Attorney-in-fact Surety

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 15th day of July, 1946, 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.,

(SEAL)
NOTARY AFFIDAVIT
My commission expires 8/21/48

I HEREBY APPROVE the form of the within Bond, this 16th day of July, 1946.

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

I HEREBY APPROVE the foregoing bond this _____ day of _____ 19__.

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 July, 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 con-

tractor 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 - 30" Nordstrom Fig. 1169, Venturi type lubricated
plug valve, test pressure 240 p.s.i., with
worm gears, handwheels, 125# Standard flanges;
- 1 - 16" Nordstrom Fig. 1169, Venturi type lubricated
plug valve, test pressure 350 p.s.i., with
worm gears, handwheels, 125# Standard flanges;

in accordance with the specifications therefor contained in Document No. 362266, on file in the office of the City Clerk of said City.

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

- 3 - 30" plug valve, test pressure 240 p.s.i., \$ 1,428.40 each
- 1 - 16" plug valve, test pressure 350 p.s.i., 461.07

Said prices include the California State Sales Tax, and are subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 362266, on file in the office of said City Clerk, which Price Adjustment Clause is hereby made a part hereof by reference as though fully set forth herein.

Said contractor agrees to complete said delivery on or before the ____ day of December, 1946.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Four thousand seven hundred forty-six and 27/100 dollars (\$4,746.27), subject to said Price Adjustment Clause.

Payment for said equipment will be made 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 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. 83588 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

I HEREBY APPROVE the form and legality of the foregoing contract this 16th day of July, 1946.

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 \$4,746.27
Dated July 5, 1946

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego,
California

To be paid out of 708 Fund
Memo Crane Co. (3 - 30" and 1 - 16" Nordstrum Plug Valves)
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Crane Company for furnishing Venturi type valves; being Document No. 363854.
FRED W. SICK
City Clerk of the City of San Diego, California

By F. W. Sick Deputy

KNOW ALL MEN BY THESE PRESENTS, That PAUL B. RAYBURN and PAUL B. RAYBURN JR., co-partners doing business under the firm name and style of INDUSTRIES SUPPLY COMPANY, as Principal and COLUMBIA CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Nine Hundred Ten and no/100 Dollars (\$910.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.
Signed by us and dated this 16th day of July, 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:

- 24 - 8" Rensselaer hub end gate valves and
- 20 - 12" " " " " " "

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:
MARION B. HART
PAUL B. RAYBURN
PAUL B. RAYBURN, JR.
co-partners dba
INDUSTRIES SUPPLY COMPANY
Principal
COLUMBIA CASUALTY COMPANY
Surety
By A. H. ANDERSON
(A. H. Anderson) Attorney-in-fact

(SEAL)
ATTEST:
R. D. MOSK
I HEREBY APPROVE the form of the within Bond, this 22nd day of July, 1946.
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney
I HEREBY APPROVE the foregoing bond this 22nd day of July, 1946
F. A. RHODES
City Manager

STATE OF CALIFORNIA, }
County of San Diego } ss.
On this 16th day of July, 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.

CONTRACT
THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 16th day of July, 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:
24 - 8" Rensselaer hub end gate valves and
20 - 12" " " " " " "
in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 360268.
Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:
24 - 8" Rensselaer H.E. gate valves @ \$54.60 ea \$1310.40
20 - 12" " " " " " @ \$116.40 ea \$2328.00
\$3638.40
Said prices include the California State Sales Tax, and are subject to the PRICE ADJUSTMENT CLAUSE contained in Document No. 360268 on file in the office of the City Clerk of said City, which Price Adjustment Clause is hereby made a part hereof by reference as though fully set forth herein.
Said contractor agrees to begin delivery of said material within four months from and after the date of the execution of this contract, and to complete said delivery on or before

the _____ day of _____, 19____

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Three Thousand Six Hundred Thirty-eight and 40/100 Dollars (\$3638.40), subject to said Price Adjustment Clause.

Payment for said material will be made 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 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 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. 83501 of the Council authorizing such execution, and the contractor has hereunto subscribed their names the day and year in this agreement first above written.

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

ATTEST:
MARION B. HART

PAUL B. RAYBURN
PAUL B. RAYBURN, Jr.
co-partners dba Contractor
INDUSTRIES SUPPLY COMPANY

I HEREBY approve the form and legality of the foregoing contract this 22nd day of July, 1946.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

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

Not to exceed \$3,638.40
Dated July 15, 1946

J. McQUILKEN
R. W. GEFPE

Auditor and Comptroller of the City of San Diego, California

To be paid out of Stores Revolving Fund (520)

Memo Industrial Supply Co. (24 - 8" Valves, 20 - 12" Valves)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Industries Supply Company for furnishing 24 - 8" and 20 - 12" Rensselaer hub end gate valves; being Document No. 363899.

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

By J. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS; That J. C. SLAUGHTER, 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 Six thousand two hundred fifty dollars (\$6,250.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of July, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Building No. 3030; for the wrecking of approximately 30%, and converting into two bedroom, semi-finished housing units, approximately 70% of the following buildings: Buildings Nos. 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323 and 2324; and for the wrecking of approximately 40%, and converting into two bedroom, semi-finished housing units, approximately 60% of Building No. 700; located at Camp Callan, 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: G. GORDON HURLBURT

JIM C. SLAUGHTER
Principal
HARTFORD ACCIDENT & INDEMNITY COMPANY
By M. SHANNON
M. SHANNON, Attorney in Fact
Surety
(Seal)

ATTEST: PATRICIA H. HERON

I HEREBY APPROVE the form of the within Bond, this 17th day of July, 1946.
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 17 day of July, 1946.
F. A. RHODES
City Manager

STATE OF CALIFORNIA,)
County of San Diego) ss.
On this 15th day of July, 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 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 28, 1950

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

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 15th day of July, 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. 3030; for the wrecking of approximately 30%, and converting into two bedroom, semi-finished housing units, approximately 70% of the following buildings: Buildings Nos. 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323 and 2324; and for the wrecking of approximately 40%, and converting into two bedroom, semi-finished housing units, approximately 60% of Building No. 700; located at Camp Callan, San Diego, California, all in accordance with the specifications therefor attached hereto, marked "Exhibit A," and "Exhibit B," and as shown on the plans attached hereto, marked "Exhibit C," 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, 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 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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work pro-

vided 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 of 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 |
| Laborer | 8.00 |

Foreman to receive not less than \$1.00 above trade classification.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 60 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 acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For wrecking for salvage of material Building No. 3030, a sum equal to the actual cost of the wrecking of said building, plus a fixed fee profit of \$100 above cost;

For wrecking approximately 30%, and converting into two bedroom-semi-finished housing units approximately 70% of the following buildings: Buildings Nos. 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323 and 2324, a sum equal to the actual cost of the said work, plus a fixed fee profit of \$200 above cost for each of said buildings;

For wrecking approximately 40%, and converting into two semi-finished housing units approximately 60% of Building No. 700, a sum equal to the actual cost of the said work, plus a fixed fee profit of \$225.82 above cost.

That the total estimated cost of said work is \$25,000.00.

That said payments shall be made as follows: On _____ of each week, there shall be paid to the contractor a sum equal to the value of said work performed up to said day. Said weekly payments shall be based on the weekly work costs taken from the time cards, and the insurance costs submitted by the contractor. The balance of said contract price shall be paid to said contractor thirty-five (35) days after the completion of the work and the acceptance of the same by the City.

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by the 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 17th day of July, 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 J. C. Slaughter for wrecking and salvaging certain Camp Callan buildings; being Document No. 363832.

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

Regarding construction of a single family residence

STATE OF CALIFORNIA

County of San Diego

City of San Diego

ss.

Charles H. Longmore and Harriet M. Longmore, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; South 1/2 of Wly 1/2 of Sly 264 ft. of Nly 324 ft. of Wly 330 ft. of Southwest 1/4 RHO de la Nacion 1/4 Sec. 81 Subdivision _____, located at 2381 Sea Breeze Drive;

That we desire to construct a single family residence on the above described parcel of land and have applied for a zone variance under petition No. 3824, dated May 25, 1946;

That we, in consideration of approval granted by the City of San Diego to construct a single family residence on the above described land by Zoning Committee Resolution No. 1577, dated June 6, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will dedicate for street purposes that portion of the above described property lying between the easterly extension of the northerly and southerly lines of existing Cumberland Street (being approximately one-half of the proposed Cumberland Street extension); and also, the westerly twenty-five (25) feet of this land for the widening of Sea Breeze Street, without cost to the City, when requested.

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

CHARLES H. LONGMORE

HARRIET M. LONGMORE

On this 12th day of June 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 Charles H. Longmore and Harriet M. Longmore known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

CLARK M. FOOTE, JR.

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

My Commission Expires March 16, 1947

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2120 at page 272 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

W. J. MCCARTHY

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Charles H. Longmore et ux relative to residence at 2381 Sea Breeze Drive; being Document No. 362701.

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 G, Block 106, of Horton's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of June, 1946, by A. H. Ebright that I will, for and in consideration of the permission granted to remove 20 ft. feet of curbing on J St. between 12th and 13th Sts. adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself 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
1751 Front St.

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

On this 4th day of June, A. D. Nineteen Hundred and Forty-six 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

MARGUERITE V. JOHNSON

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

My Commission expires Dec. 21, 1948

I HEREBY APPROVE the form of the foregoing agreement this 13th day of June, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2142 at page 454, of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

JEAN FORSYTH

Copyist County Recorder's Office, 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. 362710.

FRED W. SICK

City Clerk of the City of San Diego, California

By FTTatten DeputyA G R E E M E N T

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

WHEREAS, Edward W. Pappert & Mrs. Anna M. Pappert are the owners of Lot 1, Block 5, of Brooks Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of June, 1946, by Edward W. Pappert & Mrs. Anna M. Pappert that they will, for and in consideration of the permission granted to remove 18 ft. feet of curbing on 5th Ave. between Evans Place & Pennsylvania and 18 ft on Evans Pl betw 5th & 6th Ave. adjacent to the above described property, bind us to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

EDWARD W. PAPPERT
ANNA M. PAPPERT
517 Evans Pl. San Diego 3.

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

On this 5th day of June, A.D. Nineteen Hundred and forty-six before me GLADYS KOZICKI, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Anna M. Pappert & Edward W. Pappert known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

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

My Commission expires December 5, 1949

I HEREBY APPROVE the form of the foregoing agreement this 13th day of June, 1946.

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

Deputy City Attorney

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2142 at page 457 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.

JEAN FORSYTH

Copyist County Recorder's Office, 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 W. Pappert; being Document No. 362711.

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 construction of a single family residence and
Regarding use of existing residence until completion of new residence.

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

Deward C. Caldwell and Erie W. Caldwell, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Three (3) and Southerly ten (10) ft. of Lot Two (2) Block Twenty seven (27) Subdivision Bird Rock Addition, located at Taft Street, south of Midway Avenue;

That we desire to construct a single family residence on the above described property and have applied for a Zone Variance under petition No. 3807, dated May 17, 1946;

That we, in consideration of approval granted by the City of San Diego to construct said single family residence on the above described property and use the existing residence by Zoning Committee Resolution No. 1570, dated June 6, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the existing residence will be converted into a garage within two (2) weeks from completion of the new residence.

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

DEWARD C. CALDWELL
5455 Taft Ave. La Jolla

ERIE W. CALDWELL
5455 Taft La Jolla

On this 11th day of June, A.D. Nineteen Hundred and forty six, before me, Geo. J. Russ A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Deward C. Caldwell & Erie W. Caldwell known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires October 23, 1949 State of California
RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2152 at page 464 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.
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
Agreement from Deward C. Caldwell et ux relative to residence on Taft Street, south of Midway
Avenue; being Document No. 362713.

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 curb-
ing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Wm. W. Degener - 2730 El Cajon Ave. is the owner of Lot 27 - 28, Block 107, of
University Hts.

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of June, 1946, by
Wm. W. Degener that he will, for and in consideration of the permission granted to remove
30 feet of curbing on El Cajon between Idaho and Oregon Sts. 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.

WM. W. DEGENER
2730 El Cajon Bld.

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

On this 5th day of June, A.D. Nineteen Hundred and Forty Six before me Willard D.
Nicholas, A Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared William W. Degener known to me to be the person described in and
whose name is subscribed to the within instrument, and acknowledged to me that he executed
the same.

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

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

(SEAL) My Commission expires Mar. 31, 1950

I HEREBY APPROVE the form of the foregoing agreement this 17th day of June, 1946.

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

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2152 at page 463 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.
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 Wm. W. Degener; being Document No. 362809.

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 curb-
ing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Wm. W. Degener is the owner of Lot 25 - 26, Block 107, of University Hts.

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of June, 1946, by Wm.
W. Degener that he will, for and in consideration of the permission granted to remove 14
feet of curbing on El Cajon Ave. between Oregon and Idaho Sts. 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.

WM. W. DEGENER
2730 EL Cajon Bld.

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

On this 5th day of June, A.D. Nineteen Hundred and Forty Six before me Willard D.
Nicholas, a Notary Public in and for said County, residing therein, duly commissioned and

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

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

(SEAL) WILLARD D. NICHOLAS
Notary Public in and for the County of San Diego, State of California
My Commission expires Mar. 31, 1950

I HEREBY APPROVE the form of the foregoing agreement this 17th day of June, 1946.

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

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2154 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.

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 Wm. W. Degener; being Document No. 362810.

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, HAGE'S, LTD. are the owners of Lots A, B, C, and J, K, L, Block 136, of Horton's

NOW, THEREFORE, This AGREEMENT, signed and executed this twentieth day of May, 1946, by HAGE'S, LTD. that we will, for and in consideration of the permission granted to remove 21 feet of curbing on 9th street and 150 feet on 8th street between K and L adjacent to the above described property, bind ourselves hereto, 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 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.

HAGE'S, LTD.
835 K St.

By L. S. TURNBOW
L. S. Turnbow, Vice President
R. K. SYBERT
R. K. Sybert, Secretary

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

On this 20th day of May, 1946, before me, Grace E. Claytor a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared L. S. Turnbow known to me to be the Vice President and R. K. Sybert known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) GRACE E. CLAYTOR
Notary Public in and for the County of San Diego, State of California
My Commission expires Aug. 16, 1948

I HEREBY APPROVE the form of the foregoing agreement this 17th day of June, 1946.

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

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2152 at page 461 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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 Hage's Ltd.; being Document No. 362814.

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, Elizabeth Sharkey Lee is the owner of Lot West 135 ft. of Lot C & 33, Block _____, of La Mesa Colony

NOW, THEREFORE, This AGREEMENT, signed and executed this 29 day of April, 1946, by Elizabeth Sharkey Lee that she will, for and in consideration of the permission granted to remove 2-30 ft. feet of curbing on El Cajon Blvd. between 67th and Art Street adjacent to

ing so removed, at such time as requested so to do by the City Council, and
 WHEREAS, Alice P. Samisch is part the owner of Lot F, Block 86, of Horton's Addition
 NOW, THEREFORE, This AGREEMENT, signed and executed this 8 day of June, 1946, by
 Alice P. Samisch that I will, for and in consideration of the permission granted to remove
 13 feet of curbing on Sixth between G and Market adjacent to the above described property,
 bind me to, and I hereby by these presents agree to remove any driveway constructed in pur-
 suance hereto, and to replace the curbing at such time as the City Council of San Diego
 directs me so to do, and comply therewith at my own expense and with no cost or obligation
 on the part of The City of San Diego.

And further agree that this agreement shall be binding on Alice P. Samisch 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.

ALICE P. SAMISCH
 3251 - 3 Avenue

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

On this 8 day of June, A.D. Nineteen Hundred and 46 before me R. L. Eccles, a Notary
 Public in and for said County, residing therein, duly commissioned and sworn, personally
 appeared Alice P. Samisch known to me to be the person described in and whose name is sub-
 scribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

My Commission expires Dec. 14, 1947

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

I HEREBY APPROVE the form of the foregoing agreement this 17th day of June, 1946.

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

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2154 at page 403 of Official Records,
 San Diego Co., Cal. Recorded at request of Grantee.

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

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

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 Alice P. Samisch; being Document No. 362813.

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

Regarding construction of fish unloading tower and flume.

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES) ss.
 CITY OF LOS ANGELES)

John V. Morris, Secretary of the High Seas Tuna Packing Company, after being first duly
 sworn, he deposes and says;

That they are the tenants of Municipal Tidelands hereinafter described; Lot near the
 foot of Canon Street - Point Loma adjoining Block 1 Subdivision New Roseville, located at
 2715 Canon Street;

That they desire to construct a fish unloading tower and flume on Pier #2;

That they, in consideration of approval granted by the City of San Diego to construct
 said tower and flume; do hereby covenant and agree to and with said City of San Diego, a
 Municipal Corporation, that they will remove said structure at no cost to the City at the
 expiration of their lease which is December 31, 1948;

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

JOHN V. MORRIS
 (Title) Secretary (SEAL)

On this 14th day of June A.D. Nineteen Hundred and Forty Six (1946), before me, H. A.
 Newcomer a Notary Public in and for said County, residing therein, duly commissioned and
 sworn, personally appeared John V. Morris known to me to be the person described in and whose
 name subscribed to the within instrument, and acknowledged to me that he executed the
 same on behalf of the High Seas Tuna Packing Company.

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

(SEAL) H. A. NEWCOMER
 Notary Public in and for the County of Los Angeles,
 State of California

RECORDED JUN 21 1946 26 min. past 10 A.M. in Book 2152 at page 462 of Official Records,
 San Diego Co., Cal. Recorded at request of Grantee.

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

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

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 Agree-
 ment from High Seas Tuna Packing Company relative to fish unloading tower and flume near foot
 of Canon Street; being Document No. 362874.

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

Regarding construction of a temporary residence
Regarding use of building as residence and later conversion to furniture display unit...

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF SAN DIEGO

SS.

J. Norman Mastro and Marie K. Mastro, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Twenty six (26) Block Sixteen (16) Subdivision Bird Rock City-by-the-Sea, located at 5616 La Jolla Boulevard;

That we desire to construct a temporary residence with a maximum coverage of 71%; building to be converted to a furniture display unit later; and have applied for a variance by petition No. 3863, dated June 11, 1946;

That we, in consideration of approval granted by the City of San Diego to construct said building by Zoning Committee Resolution No. 1587, dated June 20, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that at the end of two (2) years from the date of the resolution, the temporary living quarters will be discontinued, and the building will be converted to a Furniture Display Room, or other legal uses.

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

J. Norman Mastro
5669 Chelsea Ave.

Marie K. Mastro
5669 Chelsea Ave.

On this 20th day of June A.D. Nineteen Hundred and forty six, before me, Robert G. Robeson A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. Norman Mastro & Marie (K) Mastro 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 La Jolla County of San Diego, State of California, the day and year in this certificate first above written.

ROBERT G. ROBESON

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

My Commission expires July 1, 1948

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2164 at page 200 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

V. WEBER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from J. Norman Mastro et ux relative to temporary residence at 5616 La Jolla Blvd.; being Document No. 362926.

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, Edwin J. Nichols and Virginia Stephens Nichols are the owners of Lot 3, Block 16, of College Park #2

NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of June, 1946, by Edwin J. Nichols and Virginia Stephens Nichols that they will, for and in consideration of the permission granted to remove 10 feet of curbing on Lindo Paseo between Campanille and dead end adjacent to the above described property, bind themselves to, and they hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

EDWIN J. NICHOLS
VIRGINIA STEPHENS NICHOLS
5721 Lindo Paseo, San Diego, Calif.

STATE OF CALIFORNIA,
County of San Diego

ss.

On this 18th day of June, A.D. Nineteen Hundred and forty-six before me L. Doster, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edwin J. Nichols and Virginia Stephens Nichols 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. DOSTER

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

I HEREBY APPROVE the form of the foregoing agreement this 21st day of June, 1946.

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

Deputy City Attorney

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2164 at page 199 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

V. 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 Edwin J. Nichols et ux; being Document No. 362994.

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, HARRY EPSTEN is the owner of Lot 11, 12, 13, 14, 15, 16, 17, 18, Block 1, of North Highland Park

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of June, 1946, by Harry Epsten that I will, for and in consideration of the permission granted to remove 20' feet of curbing on El Cajon Blvd between 32nd St. and 33rd Place 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 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.

HARRY EPSTEN

3265 El Cajon Blvd.

STATE OF CALIFORNIA,)

ss.

County of San Diego)

On this 13 day of June, A.D. Nineteen Hundred and forty six before me Wm. G. Dilts, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harry Epsten known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

WM. G. DILTS

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

(SEAL)

My Commission expires Jun 10 1948

I HEREBY APPROVE the form of the foregoing agreement this 21st day of June, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2157 at page 307 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

V. FUERTH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Harry Epsten; being Document No. 362995.

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, SECURITY TRUST & SAVINGS BANK OF SAN DIEGO, a corporation is the owner of Lots One (1) to Five (5) Inclusive in Block 220, of PACIFIC BEACH, according to Maps thereof Nos. 697 & 854, filed in the office of the County Recorder of said San Diego County, January 8, 1892, and September 28, 1898, respectively

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of June, 1946, by SECURITY TRUST & SAVINGS BANK OF SAN DIEGO that they will, for and in consideration of the permission granted to remove 70 feet of curbing on Garnet between Fanuel and Gresham 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 us 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 successor or successors and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

SECURITY TRUST & SAVINGS BANK OF SAN DIEGO
By P. C. KELLEY

Vice-President

By P. J. HOFFMAN

Trust Officer

(SEAL)

STATE OF CALIFORNIA,)

ss.

County of San Diego,)

On this 13th day of June, 1946, before me, Lucille B. Wilkinson a Notary Public in and

for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared P. C. Kelley known to me to be the Vice-President and P. J. Hoffman known to me to be the Trust Officer of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Aug. 14, 1948 State of California

I HEREBY APPROVE the form of the foregoing agreement this 21st day of June, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2157 at page 308 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
V. Fuerth

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from SECURITY TRUST & SAVINGS BANK OF SAN DIEGO; being Document No. 362996.
FRED W. SICK
City Clerk of the City of San Diego, California

By F. J. 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, SECURITY TRUST & SAVINGS BANK OF SAN DIEGO, a corporation is the owner of Lots One (1) to Five (5) Inclusive in Block 220, of PACIFIC BEACH, according to Maps thereof Nos. 697 & 854, filed in the office of the County Recorder of said San Diego County, January 8, 1892, and September 28, 1898, respectively

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of June, 1946, by SECURITY TRUST & SAVINGS BANK OF SAN DIEGO that they will, for and in consideration of the permission granted to remove 70 feet of curbing on Fanuel between Garnet and Hornblend 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 us 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 successor or successors, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

SECURITY TRUST & SAVINGS BANK OF SAN DIEGO
By P. C. KELLEY Vice-President
By P. J. HOFFMAN Trust Officer

(SEAL)

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

On this 13th day of June, 1946, before me, Lucille B. Wilkinson a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared P. C. Kelley known to me to be the Vice-President and P. J. Hoffman known to me to be the Trust Officer of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Aug. 14, 1948 State of California

I HEREBY APPROVE the form of the foregoing agreement this 21st day of June, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2157 at page 311 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
V. FUERTH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from SECURITY TRUST & SAVINGS BANK OF SAN DIEGO; being Document No. 362997.
FRED W. SICK
City Clerk of the City of San Diego, California

By F. J. 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, Carl A. Parslow is sole the owner of Lot #1 & #2 - Block 14 - Gardner's Addition,

Block 14, of Gardner's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of June, 1946, by Carl A. Parslow that he will, for and in consideration of the permission granted to remove Forty feet of curbing on 16th between "B" Street and "C" Street adjacent to the above described property, bind myself to, and will hereby by these presents agree 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.

CARL A. PARLOW
1132 - 16th S.D.

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

On this 17 day of June, A.D. Nineteen Hundred and forty-six before me Henry L. Johnson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Carl A. Parslow known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 Jan. 14, 1948

HENRY E. JOHNSON
State of California

I HEREBY APPROVE the form of the foregoing agreement this 21st day of June, 1946.

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

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2157 at page 312 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

V. FUERTH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Carl A. Parslow; being Document No. 362998.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. T. Patten Deputy

A G R E E M E N T

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

WHEREAS, Paul B. Rayburn Jr. doing business as Industries Supply Co. is the owner of Lots A & B, Block 121, of Horton's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of June, 1946, by Paul B. Rayburn Jr. that he will, for and in consideration of the permission granted to remove 45 feet of curbing on 4th ave. between J Street and K Street adjacent to the above described property, bind _____ to, and _____ hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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.

PAUL B. RAYBURN JR.
345 4th Ave. San Diego, Calif.

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

On this 15th day of June, A.D. Nineteen Hundred forty six before me Mabelle A. Setter, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul B. Rayburn Jr. known to me to be the person described in and whose name _____ subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in 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 Jan. 27, 1947

MABELLE A. SETTER
State of California

I HEREBY APPROVE the form of the foregoing agreement this 21st day of June, 1946.

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

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2145 at page 384 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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

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 Paul B. Rayburn Jr.; being Document No. 362999.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. 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, Edwin S. Pearring and Mildred E. Pearring are the owners of Lot 22 and 23, Block 11, of Morrison's Marscene Park

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of June, 1946, by Edwin S. Pearring and Mildred E. Pearring that they will, for and in consideration of the permission granted to remove 51 (1 for 27 ft. - 1 for 24 ft) feet of curbing on Market between Toyne and Denby 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 agreement herein named.

EDWIN S. PEARRING
MILDRED E. PEARRING
642 Denby St.
San Diego

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

On this 19th day of June, A.D. Nineteen Hundred and forty-six before me Harry T. Emmert, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edwin S. Pearring and Mildred E. Pearring 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) HARRY T. EMMERT
Notary Public in and for the County of San Diego,
State of California
My Commission expires Jan. 29, 1949
I HEREBY APPROVE the form of the foregoing agreement this 21st day of June, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2145 at page 385 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

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 Edwin L. Pearring et ux; being Document No. 363000.
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, Rose Zolezzi is the owner of Lot F, Block 254, Block 254, of Horton's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of June, 1946, by Rose Zolezzi that she will, for and in consideration of the permission granted to remove 10 feet of curbing on 232 W. Ivy between Front St. and Albatross 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 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.

ROSE ZOLEZZI
232 W. Ivy St.

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

On this 20th day of June, A.D. Nineteen Hundred and 46 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Rose Zolezzi known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL) CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California
My Commission expires March 16, 1947
I HEREBY APPROVE the form of the foregoing agreement this 21st day of June, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2145 at page 393 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 Rose Zolezzi; being Document No. 363001.

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, Perry M. Watt is the owner of Lot 7, Block 106, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of June, 1946, by Perry M. Watt that he will, for and in consideration of the permission granted to remove Twenty feet of curbing on W--Palm between India St. and Kettner St. adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself, 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.

PERRY M. WATT

2700 India St.

STATE OF CALIFORNIA,)

ss.

County of San Diego)

On this 24th day of June, A.D. Nineteen Hundred and 46 before me H. C. McLean, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Perry M. Watt known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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. C. McLEAN

(SEAL)

My Commission expires Oct. 7, 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 June, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2145 at page 392 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 Perry M. Watt; being Document No. 363052.

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, Brock Building Co. is the owner of Lots West 65 feet 1-2-3 and South 11 feet of 4, Block B-2, of Fleischer's Subdivision

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of May, 1946, by Brock Building Co. that they will, for and in consideration of the permission granted to remove 18 feet of curbing on Tenth Street between Johnson Street and Lot 5 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 Brock Building Co. and their assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

BROCK BUILDING CO.

By R. S. BROCK, President

1717 University, San Diego 3, Calif.

(SEAL)

STATE OF CALIFORNIA)

ss.

County of San Diego)

On this 23rd day of May, 1946, before me, H. L. Pfaff, a Notary Public in and for said County, personally appeared R. S. Brock known to me to be the President, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

H. L. PFAFF

(SEAL)

Notary Public in and for said County and State.
My Commission expires September 26, 1949

I HEREBY APPROVE the form of the foregoing agreement this 25th day of June, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney
RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2165 at page 176 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
I certify that I have correctly transcribed this document in above mentioned book.
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 Brock Building Co.; being Document No. 363053.
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 curb-
ing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Timothy D. Perkins and Thelma M. Perkins are the owners of Lots 11 & 12, Block
7, of resubdivision of Inspiration Heights
NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of June, 1946, by
Timothy D. Perkins & Thelma M. Perkins that we will, for and in consideration of the per-
mission granted to remove 28 feet feet of curbing on Orizaba Street between Miller and Arden
Way 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 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.
TIMOTHY D. PERKINS
THELMA M. PERKINS
4068 Lark St.
San Diego, Calif.

STATE OF CALIFORNIA, }
County of San Diego } ss.
On this 8 day of June, A.D. Nineteen Hundred and 46 before me W. B. Melhorn, a Notary
Public in and for said County, residing therein, duly commissioned and sworn, personally
appeared Timothy D. Perkins, Thelma M. Perkins 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) W. B. MELHORN
Notary Public in and for the County of San Diego,
State of California
My Commission expires July 26, 1947
I HEREBY APPROVE the form of the foregoing agreement this 25th day of June, 1946,
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney
RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2165 at page 177 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.
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 Timothy D. Perkins et ux; being Document No. 363054.
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 curb-
ing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Jeremiah Aronoff is the owner of Lots 37-38-39-40, Block 18, of Reed & Hubbell's
Addition
NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of June, 1946, by
Jeremiah Aronoff that he will, for and in consideration of the permission granted to remove
18 ft. feet of curbing on Main St. between 28 & 29th St. adjacent to the above described
property, bind him to, and his hereby by these presents agrees to remove any driveway con-
structed in pursuance hereto, and to replace the curbing at such time as the City Council of
San Diego directs 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.
JEREMIAH ARONOFF
2852 Main St.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 18, 1947 State of California
I HEREBY APPROVE the form of the foregoing agreement this 25th day of June, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2164 at page 199 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
V. WEBER
I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Jeremiah Aronoff; being Document No. 363061.

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, John N. Gross is The Owner of Lots 11 to 14, Block 21, Subdivision Reed & Hubble Addition, San Diego, California and,

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

THIS AGREEMENT, signed and executed this 18th day of June, 1946, by John N. Gross that the owner will, for and in consideration of the permission granted to remove 30 feet of curbing on 2645-47 Main Street 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.

The owner 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.

JOHN N. GROSS
2645 - 47 Main St.

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

On this 18th day of June, A.D. Nineteen Hundred and forty-six, before me, Irene Nagel a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John N. 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) IRENE NAGEL
Notary Public in and for the County of San Diego,
My Commission expires Feb. 18, 1950 State of California.
I HEREBY APPROVE the form of the foregoing Agreement this 21st day of June, 1946.
Irene Nagel
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2164 at page 198 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
V. WEBER
I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from John N. Gross relative to driveway at 2645 Main Street; being Document No. 362993.

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 ARTUKOVICH BROS., UNDER
THEIR CONTRACT FOR THE CONSTRUCTION
OF THE TRUNK SEWER NO. 4, 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 Artukovich Bros., under their contract for the construction of the Trunk Sewer

No. 4, in The City of San Diego, California, and which contract is dated November 21, 1945, and is on file in the office of the City Clerk of said City as Document No. 357548, have been performed and furnished to the satisfaction of the City Manager of said City in charge of and having supervision of said work on May 1, 1946.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on May 28, 1946, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by Artukovich Bros. 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 July, 1946.

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

(SEAL)

RESOLUTION NO. 83323

WHEREAS, it appears by a communication from Neal D. Smith, 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 Artukovich Bros., under the contract for the construction of a portion of Trunk Sewer No. 4, which contract is contained in Document No. 357548, on file in the office of the City Clerk of said City, 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 Artukovich Bros., under the contract for the construction of a portion of Trunk Sewer No. 4, 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 28th day of May, 1946, by the following vote, to-wit:

YEAS - Councilmen: Wincote, Blase, Boud, Dail, Austin, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilman: Crary

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. 83323 of the Council of the City of San Diego, California, as adopted by said Council May 28, 1946.

(SEAL) FRED W. SICK
City Clerk
By HELEN M. WILLIG
Helen M. Willig, Deputy

RECORDED JUL 2 1946 35 min. past 1 P.M. in Book 2144 at page 297 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
I certify that I have correctly transcribed this document in above mentioned book.

OM 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 Notice of Completion & Acceptance of Work by Artukovich Bros. for Construction Trunk Sewer #4; being Document No. 363242.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sicken 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, UNION OIL COMPANY OF CALIFORNIA is the owner of Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38, Block 133, of Mannasse and Schiller's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this twenty-first day of May, 1946, by UNION OIL COMPANY OF CALIFORNIA that they will, for and in consideration of the permission granted to remove 90 (2-driveways 45' and 45') feet of curbing on National Avenue between Sixteenth Street and Commercial Street adjacent to the above described property, bind ourselves to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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.

UNION OIL COMPANY OF CALIFORNIA
By J. W. MILLER
Manager, Southwest Territory
617 West Seventh Street
Los Angeles, California

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

On this 21st day of May, A.D. Nineteen Hundred and Forty-six before me Norma E. Carmichael, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. W. Miller, known to me to be the Manager, Southwest Territory, of Union Oil Company of California, 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL) Norma E. Carmichael
Notary Public in and for the County of Los Angeles,
State of California

My Commission expires Nov. 25, 1949

I HEREBY APPROVE the form of the foregoing agreement this 21st day of June, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 1 1946 55 min. past 9 A.M. in Book 2164 at page 196 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

V. 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 Union Oil Company of California; being Document No. 362992.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Tatten Deputy

WAR DEPARTMENT
Office of the Chief of Engineers
Construction Division
Real Estate Branch

Negotiated Agreement

PERMIT LA (SD) 36, Site 56.

AGREEMENT FOR PAYMENT IN LIEU OF

RESTORATION AND TRANSFERRING IMPROVEMENTS TO LESSOR

THIS AGREEMENT entered into this 15th day of May, 1945, by and between THE CITY OF SAN DIEGO, a Municipal Corporation whose address is Civic Center, San Diego, California, for itself, its successors, and assigns, hereinafter called the 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 56, designated as Parcel "J" on the Index Map No. 316 attached hereto, and more particularly described as follows:

Approximately 2.76 acres of park land and being a portion of Pueblo Lot 1129 in the City of San Diego, County of San Diego, State of California and commonly described as follows:

Beginning at a point in the south line of Upas Street and a prolongation of the easterly line of Villa Terrace; thence westerly along the south line of Upas Street to a point in the prolongation of the westerly line of Arnold Street; thence southerly along a prolongation of the westerly line of Arnold Street to the northerly line of a winding park road, said park road having its northerly entrance at Arizona Street and its exit at Pershing Drive; thence southeasterly along the northerly line of said winding park road to a point which is the prolongation of the easterly line of Villa Terrace; thence northerly along the said prolongation of the easterly line of Villa Terrace to the southerly line of Upas Street, the point of beginning.

TOGETHER WITH the Camp Fire Girls cabin located thereon.

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;

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in and are changeable to Allotment Number 212/60905 508-1362 P 330-05 the available balance of which is sufficient to cover cost of same.

N. J. M.

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 the City has given notice to the Government that they require subject property to be restored by the Government;

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 TWO HUNDRED FIFTY AND no/100 DOLLARS

(\$250.00) 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 56 or Parcel "J".

2. That the Government shall pay to the City the sum of TWO HUNDRED FIFTY and no/100 DOLLARS (\$250.00), in consideration of the difference between the value of said improvements and the estimated cost of the restoration on said Site 56 or Parcel "J".

3. That the City will, as of 16 May 1945, assume custody and the care of the said Site 56 or Parcel "J", 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 56 or Parcel "J" 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:

BETTY BLEW

A. E. CURTIS

THE CITY OF SAN DIEGO, a Municipal Corporation

By: F. A. RHODES

City Manager

THE UNITED STATES OF AMERICA

By: FRED H. JOHNSTON

Contracting Officer

Fred H. Johnston

Contracting Officer

I, FRED W. SICK certify that I am the Clerk of the corporation named as the City in the attached agreement; that F. 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

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with U. S. War Department for payment in Lieu of Restoration and transferring improvements to lessor - Camp Fire Girls cabin and 2.76 acres of Park Land; being Document No. 363831.

FRED W. SICK

City Clerk of the City of San Diego, California

By

F. A. Rhodes

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 July, 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 American Pipe and Construction Co., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish certain materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of El Monte Pipe Line, Section II, Lakeside to Grossmont Tunnel in the County of San Diego, California, as per Schedule II RCC all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 21st day of May, 1946, marked Document No. 362069, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

ARTICLE II. In consideration of the construction and completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work

provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of 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 section, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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

| Trade or Occupation | Per Diem Wages 8 Hours |
|--|------------------------|
| Air Tool Operator (Jackhammer, Vibrator) | \$ 9.60 |
| Carpenter, Journeyman | 12.00 |
| Cement Finisher | 13.00 |
| Fireman and Oiler | 9.40 |
| Iron Worker, Reinforcing | 13.00 |
| Laborer, Unskilled | 8.00 |
| Painter, Journeyman | 12.00 |
| Plumber | 14.00 |
| Powderman | 10.80 |
| Power Equipment Operators: | |
| Air Compressor | 10.40 |
| Bulldozer | 12.40 |
| Crane, Derrick | 14.00 |
| Dragline & Shovel | 14.00 |
| Mixer, Skip Type | 11.40 |
| Motor Patrol | 13.40 |
| Pavement Breaker | 12.00 |
| Pumps | 10.40 |
| Roller | 12.00 |
| Tractor | 12.40 |
| Tractor, with Boom Attachments | 12.40 |
| Trenching Machine | 13.00 |
| Truck Driver, Less than 6 tons | 8.60 |
| Truck Driver, 6 to 10 tons | 8.80 |
| Truck Driver, 10 to 15 tons | 9.20 |
| Truck Driver, 15 to 20 tons | 9.80 |
| Truck Driver, 20 tons or more | 11.40 |
| Truck Driver, Dump Truck, less than 4 yds. | 8.60 |
| Truck Driver, Dump Truck, 4 to 8 yds. | 8.80 |
| Truck Driver, Dump Truck, 8 to 12 yds. | 9.20 |
| Truck Driver, Dump Truck, 12 to 16 yds. | 9.80 |
| Truck Driver, Dump Truck, 16 yds. or more | 11.40 |
| Sandblaster (Nozzleman) | 11.40 |
| Sandblaster (Pot Tender) | 9.40 |
| Welder & Fitter, Pipe Line | 14.00 |
| Welder & Fitter's Helper, Pipe Line | 9.20 |

Foreman to receive not less than \$1.00 per diem above laborer.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer thereof be liable for any portion of the contract price.

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies 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.

(SEAL)

ATTEST:
FRED W. SICK, City Clerk

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHAS. C. DAIL
WALTER W. AUSTIN
ERNEST J. BOUD
Members of the Council

AMERICAN PIPE AND CONSTRUCTION CO. (SEAL)
ROBERT V. EDWARDS, Vice-President
Contractor

ATTEST:
J. M. MacAdam, Secretary

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

I hereby approve the form and legality of the foregoing contract, this 18th day of July, 1946.

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

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That American Pipe and Construction Co., a corporation, as principal, and Fidelity & Deposit Company of Maryland and American Bonding Company of Baltimore, corporations organized and existing under and by virtue of the laws of the State of Maryland as sureties are held and 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 million, three hundred fifteen thousand, seven hundred ten dollars (\$1,315,710.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of July, 1946.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish certain materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of El Monte Pipe Line, Section II, Lakeside to Grossmont Tunnel in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 21st day of May, 1946, marked Document No. 362069, 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 sureties 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 9th day of July, 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: J. M. MacADAM, Secretary

AMERICAN BONDING COMPANY of BALTIMORE
ATTEST: W. M. WALKER
W. M. Walker - Attorney-in-Fact
ATTEST: THERESA FITZGIBBONS (SEAL)
Theresa Fitzgibbons Agent

AMERICAN PIPE AND CONSTRUCTION CO. (SEAL)
Principal
By ROBERT V. EDWARDS, Vice-President

FIDELITY and DEPOSIT COMPANY of MARYLAND
Surety
By W. M. WALKER
W. M. Walker Attorney-in-Fact
By THERESA FITZGIBBONS
Theresa Fitzgibbons Agent
(SEAL)

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

I HEREBY APPROVE the form of the within Bond this 18th day of July, 1946.

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 16th day of July, 1946.

HARLEY E. KNOX

G. C. CRARY

CHARLES B. WINCOTE

ELMER H. BLASE

CHAS. C. DAIL

WALTER W. AUSTIN

ERNEST J. BOUD

Members of the Council

(SEAL)

ATTEST:

FRED W. SICK, City Clerk

STATE OF CALIFORNIA }
County of Los Angeles) ss:

On this 9th day of July, 1946, before me S. M. Smith, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared W. M. Walker and Theresa Fitzgibbons 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.

S. M. SMITH

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

(SEAL)

My Commission expires Feb. 18, 1950

STATE OF CALIFORNIA, }
County of Los Angeles) ss:

On this 9th day of July, 1946, before me, S. M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. M. Walker, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

S. M. SMITH

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

(SEAL)

My Commission expires Feb. 18, 1950

Countersigned for

AMERICAN BONDING COMPANY of BALTIMORE

By HUBERT MARTIN, Agent

Countersigned for

FIDELITY & DEPOSIT COMPANY of MARYLAND

By DONALD C. BURNHAM, Agent

FORM OF 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 and American Bonding Company of Baltimore, corporations organized and existing under and by virtue of the laws of the State of Maryland as sureties are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Six hundred fifty-seven thousand, eight hundred fifty-five dollars Dollars (\$657,855.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of July, 1946.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish certain materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of El Monte Pipe Line, Section II, Lakeside to Grossmont Tunnel in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 21st day of May, 1946, marked Document No. 362069, 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 six hundred fifty-seven thousand, eight hundred fifty-five dollars Dollars (\$657,855.00), 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 9th day of July, 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:
JM MacAdam, Secretary

AMERICAN PIPE AND CONSTRUCTION CO.
Principal
By ROBERT V. EDWARDS, Vice-President
(SEAL)

AMERICAN BONDING COMPANY of BALTIMORE
By W. M. WALKER
W. M. Walker, Attorney-in-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

ATTEST:
THERESA FITZGIBBONS
Theresa Fitzgibbons, Agent
(SEAL)

By W. M. WALKER
W. M. Walker, Attorney-in-Fact
By THERESA FITZGIBBONS
Theresa Fitzgibbons, Agent
(SEAL)

Countersigned for
American Bonding Company of Baltimore
By Hubert Martin, Agent
STATE OF CALIFORNIA,)

Countersigned for
Fidelity & Deposit Company of Maryland
By Donald C. Goldsmith Agent

County of Los Angeles) ss:

On this 9th day of July, 1946, before me, S. M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. M. Walker, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)
My Commission expires Feb. 18, 1950
STATE OF CALIFORNIA)

S. M. SMITH
Notary Public in and for the County of Los Angeles,
State of California

County of Los Angeles) ss:

On this 9th day of July, 1946, before me S. M. Smith, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared W. M. Walker and Theresa Fitzgibbons 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)
My Commission expires Feb. 18, 1950

S. M. SMITH
Notary Public in and for the State of California,
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 18th day of July, 1946.

J. F. DUPAUL
City Attorney of the City of San Diego
By B. L. COMPARET, Deputy

APPROVED by a majority of the member of the Council of The City of San Diego this 16th day of July, 1946.

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHAS. C. DAIL
WALTER W. AUSTIN
ERNEST J. BOUD
Members of the Council

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 \$1,315,708.50
Dated July 5, 1946

J. McQUILKEN
R. W. GEFFE
Auditor and Comptroller of the City of San Diego,
California.

To be paid out of 708 Fund
Memo American Pipe & Construction Co. (El Monte Pipe Line)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract American Pipe and Construction Co. for El Monte Pipe Line; being Document No. 363890.

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, Frank W. Rogers & Ann Ruth Rogers are the owners of Lot 4 Block 1, Vista Bonita,

Block 1, of Vista Bonita

NOW, THEREFORE, This AGREEMENT, signed and executed this 31st day of May, 1946, by Frank W. Rogers & Ann Ruth Rogers that they will, for and in consideration of the permission granted to remove 8' feet of curbing on 47th So. between Ocean View Blvd. and L St. 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 agreement herein named.

FRANK W. ROGERS & ANN RUTH ROGERS
708 So. 28th St. San Diego, Cal.

STATE OF CALIFORNIA,)

ss.

County of San Diego

On this 31st day of May, A.D. Nineteen Hundred and 46 before me Harry F. Emmert, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank Watson Rogers and Ann R. Rogers known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

My Commission Expires Jan. 29, 1949

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

I HEREBY APPROVE the form of the foregoing agreement this 1st day of July, 1946.

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

RECORDED JUL 8 1946 5 min. past 9 A.M. in Book 2166 at page 228 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 Frank W. Rogers; being Document No. 363191.

FRED W. SICK

City Clerk of the City of San Diego, California

By 71 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, Garland Cox is the owner of Lot #9, Block _____, of Granada Track

NOW, THEREFORE, This AGREEMENT, signed and executed this 24 day of June, 1946, by Garland Cox that he will, for and in consideration of the permission granted to remove 15 ft. feet of curbing on 46th St. between El Cajon & and Norwood adjacent to the above described property, bind himself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

GARLAND COX
4600 El Cajon Blvd.

STATE OF CALIFORNIA,)

ss.

County of San Diego

On this 24 day of June, 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 Garland Cox known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My Commission Expires 8/13/49

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

I HEREBY APPROVE the form of the foregoing agreement this 1st day of July, 1946,

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

RECORDED JUL 8 1946 5 min. past 9 A.M. in Book 2166 at page 229 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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 Garland Cox; being Document No. 363192.

FRED W. SICK

City Clerk of the City of San Diego, California

By 71 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, Lylew Cox and Dorothy R. Cox is the owner of Lot 3, Block D, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of June, 1946, by Lylew Cox that _____ will, for and in consideration of the permission granted to remove 20 feet of curbing on Union between Ash and Beech adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

LYLEW COX
1443 Union

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

On this 28th day of June, A.D. Nineteen Hundred and 46 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lylew Cox known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) 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 1st day of July, 1946.

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

RECORDED JUL 8 1946 5 min. past 9 A.M. in Book 2166 at page 230 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 Lylew Cox et ux; being Document No. 363193.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. F. DuPaul Deputy

KNOW ALL MEN BY THESE PRESENTS, That STAUFFER CHEMICAL COMPANY, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, A Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand three hundred eighty Dollars (\$1,380.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of July, 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, 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 during the period beginning July 1, 1946, and ending June 30, 1947, the City's partial requirements (estimated to be approximately 120 tons) of liquid chlorine, to be delivered in tank cars of 16-ton or 30-ton capacity (seller's option); 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. W. GUADER, Sales Manager

STAUFFER CHEMICAL COMPANY (SEAL)
HELEN R. SMITH, Assistant Secretary
Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

By GLEN HUNTSBERGER, JR.
Glen Huntsberger, Jr. Attorney-in-Fact

I HEREBY APPROVE the form of the within Bond, this 19th day of July, 1946.

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

I HEREBY APPROVE the foregoing bond this _____ day of July, 1946.

F. A. RHODES
City Manager

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

On this 17th day of July, in the year 1946, before me, Eleanor G. Davis, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Glen Huntsberger, Jr., known to me to be the Attorney-in-Fact of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

year in this certificate first above written.

(SEAL) Notary Public in and for the County of Los Angeles,
My Commission Expires May 27, 1947 State of California

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 17th day of July, 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 STAUFFER CHEMICAL 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: 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 during the period beginning July 1, 1946, and ending June 30, 1947, the City's partial requirements (estimated to be approximately 120 tons) of liquid chlorine, to be delivered in tank cars of 16-ton or 30-ton capacity (seller's option); in accordance with the specifications therefor contained in Document No. 362468, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver said liquid chlorine at and for the following price, to-wit: \$46.00 per ton of 2000 pounds.

Said price includes delivery, all transportation charges paid.

Said price does not include the California State Sales Tax.

No demurrage or rental shall be charged on 16-ton tank cars for a period of 45 days. No demurrage or rental shall be charged for 30-ton tank cars for a period of 90 days.

Rental shall be assessed at the rate of \$3.00 per day, starting on the 46th day after delivery on the 16-ton cars, and starting on the 91st day after delivery on the 30-ton cars.

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 contained and agreed upon, and the acceptance of said chlorine by said City, will pay said contractor the following sums, to-wit: \$46.00 per ton of 2000 pounds.

Payments for said chlorine will be made monthly in accordance with purchase orders and deliveries.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's wartime 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 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 90 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. 83505 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

STAUFFER CHEMICAL COMPANY

JOHN STAUFFER, Vice-President

Contractor

ATTEST:

HELEN R. SMITH, Assistant Secretary

(SEAL)

I HEREBY APPROVE the form and legality of the foregoing contract this 19th day of July, 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 Stauffer Chemical Company for furnishing City's requirements of liquid chlorine; being Document No. 363891.

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

By F. J. Allen Deputy

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 27th day of July, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the Lessor, and the ASSOCIATED GLIDER CLUBS OF SOUTHERN CALIFORNIA, a non-profit corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the Lessee, which agreement is entered into pursuant to Ordinance No. 3209 (New Series) of the Ordinances of The City of San Diego, authorizing the same, adopted June 25, 1946, 1946; WITNESSETH:

1. 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 leases unto the said Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

That portion of Pueblo Lot 1324 of the Pueblo Lands of The City of San Diego, according to Map thereof made by James Pascoe and filed as Miscellaneous Map No. 36, in the Office of the County Recorder of San Diego County, California, particularly described as follows:

Beginning at the northeasterly corner of said Pueblo Lot 1324; thence North 89° 40' 35" West along the northerly line of said Pueblo Lot 1324, a distance of 840.0 feet to an intersection with the easterly line of Torrey Pines Park; thence southerly along a line parallel with and distant 840 feet North 89° 40' 35" West from the easterly line of said Pueblo Lot 1324, being also along the easterly line of said Torrey Pines Park and the southerly prolongation thereof, a distance of 1400 feet to the true point of beginning; thence north 89° 40' 35" West on a line parallel with the northerly line of said Pueblo Lot 1324 to an intersection with the easterly exterior boundary line of said Torrey Pines Park; thence in a general northerly, northwesterly, northeasterly and easterly direction along the courses of said exterior boundary line of said Torrey Pines Park to an intersection with a line drawn parallel with and distant 840 feet North 89° 40' 35" West from the easterly line of said Pueblo Lot 1324; thence southerly along said last described parallel line to the true point of beginning, containing 20 acres of land, more or less;

TO HAVE AND TO HOLD the said premises and every and each parcel thereof unto the said Lessee, for a period of five (5) years, commencing on the 1st day of July, 1946 and ending on the 30th day of June, 1951, at a rental of One Hundred Dollars (\$100.00) per year, payable annually in advance during the term of this lease.

2. It is agreed by and between the parties hereto that the above described land is leased to said Lessee for soaring and gliding purposes only, and Lessee agrees to care for said premises so that no waste or damage is committed, or suffered to be committed, upon the said premises.

3. In consideration of the premises the Lessee agrees with the Lessor as follows:

(a) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided;

(b) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this lease to be kept or observed, and upon the expiration of the term, or the earlier termination thereof, Lessee will surrender the said demised premises, and each and every part thereof, without demand or notice, and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted;

(c) That the Lessor shall have the right to enter said lands for inspection, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises; and Lessee shall not have any right to pump water from any wells located on said premises;

(d) That the Lessor reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect

(e) That Lessee will, at its own expense, construct a club house upon said demised premises, which club house, together with all other improvements erected by Lessee in connection therewith, may be removed by Lessee upon the termination of this lease; provided, however, that in the event the removal of said improvements is not commenced within thirty days after said termination, then in that event said improvements shall become the property of the Lessor.

(f) Lessor reserves all sand and gravel rights in and on said premises herein leased, and shall always have the right of ingress and egress at all times on said demised premises for the purpose of exercising said reserved rights; and

(g) That Lessor may terminate this lease at any time by giving at least sixty (60) days' notice of such termination, and by tendering to said Lessee a proportionate part of any rentals paid in advance by said Lessee.

4. It is agreed that if any default shall be made by the Lessee in the payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenants, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

5. It is further agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof, without permission of the Council of said The City of San Diego.

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

7. It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be

kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

8. It is mutually covenanted and agreed that in no case wherein any act or covenant to be performed herein on the part of the Lessor is unauthorized by the Charter of The City of San Diego or the general laws applicable thereto, shall said City or any department, board or officer be liable in any manner by reason thereof.

9. It is further agreed and understood that said Lessee will save the Lessor harmless by reason of any claim for damages of any kind whatsoever, or from whatever source, that may inure to third parties arising out of the use of said demised premises by Lessee.

IN WITNESS WHEREOF, this lease is executed by The City of San Diego, acting by and through the City Manager of said City, and said Lessee has, by its President and Secretary, thereunto duly authorized, signed its name hereto the day and year first above written.

THE CITY OF SAN DIEGO, Lessor

By F. A. RHODES

City Manager

ASSOCIATED GLIDER CLUBS OF SOUTHERN

CALIFORNIA, a Corporation, Lessor,

By JAMES M. FITZHUGH

Vice President

ATTEST:

M. J. BREITENBACH

Secretary

I HEREBY APPROVE the form and legality of the foregoing Lease this 22 day of June, 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 - Associated Glider Clubs of Southern California on P.L. 1324; being Document No. 364078.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. SICK Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and John Davidson, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 3197 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees of the Classified Service of The City of San Diego, the compensation for the position of Curator of Junipero Serra Museum, existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows: to-wit:

To have charge of the premises and property of the Junipero Serra Museum, on Presidio Hill, North San Diego, and marking the spot where Spanish beginnings in the State of California were made, and where major historical events during Spanish, Mexican and early American periods occurred; to preserve and be responsible for articles and documents in said Museum, and to add to this collection as opportunity presents materials relating to this subject; to inform inquirers, by lecture and correspondence, regarding the essential features of the Pacific Coast and local history, with identification of outstanding local landmarks; to cooperate with educational institutions in presenting to students the story of our invaluable historical heritage.

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

That beginning July 1, 1946, second party will faithfully perform the services and duties of Curator of Junipero Serra Museum as the same are hereinabove described, at the rate of Two Hundred Eight Dollars (\$208.00) per month, payable in two equal semimonthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: Two Hundred Eight Dollars (\$208.00) per month, payable in two equal semimonthly installments; that is to say, at the times and in the manner that other City Officers and employees are regularly paid.

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

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

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days written notice. Termination hereof by The City of San Diego shall not, however, be deemed to affect the Civil Service status of second party. Provided, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1946 and ending June 30, 1947.

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

JOHN. DAVIDSON

Second Party

I HEREBY APPROVE the form of the foregoing contract this 26th day of July, 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 Contract of Employment - John Davidson - Curator, Junipero Serra Museum; being Document No. 363994.

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, 1946, 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. 3197 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees of the Classified Service of The City of San Diego, the compensation for the position of Organ Tuner, Balboa Park, existing in the Classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows: to wit:

The general upkeep of the organ in Balboa Park; keeping organ in tune; attending to and keeping in proper condition all wiring and organ appurtenances; locating trouble affecting the instrument and correcting same; attending all organ recitals; and such other duties as may from time to time be assigned to him by the organist.

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

That beginning July 1, 1946, second party will faithfully perform the services and duties of Organ Tuner, Balboa Park, as the same are hereinabove described, at the rate of Ninety-five Dollars (\$95.00) 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: Ninety-five Dollars (\$95.00) 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, 1946 and ending June 30, 1947.

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 26th day of July, 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 Contract of Employment - Edwin A. Spencer, Organ Tuner, Balboa Park; being Document No. 363993.

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, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Malcolm F. Farmer, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 3197 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees of the Classified Service of The City of San Diego, the compensation for the position of Curator of Anthropology of the San Diego Museum existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows: to-wit:

To hold the ranking curatorial position in said Museum, and supervise the work of other technical employees therein; to have immediate charge of Museum exhibits, their acquisition, preparation and disposition within the Museum, and actively to engage in such work when necessary; to have charge of all technical and research work, and the preparation of publications concerning Museum work. Said enumerated duties and activities are subject to the direction and supervision of the Director of said Museum. To make himself generally useful in any emergency capacity which he may be called upon to occupy, at the discretion of said Director.

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

That beginning July 1, 1946, second party will faithfully perform the services and duties of Curator of Anthropology in the San Diego Museum, as the same are hereinabove described, at the rate of Two Hundred Seventy-Five Dollars (\$275.00) 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 Seventy-Five Dollars (\$275.00) 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, 1946 and ending June 30, 1947.

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 F. FARMER

Second Party

I HEREBY APPROVE the form of the foregoing contract this 26th day of July, 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 Contract of Employment with Malcolm F. Farmer - Curator of Anthropology, San Diego Museum; being Document No. 363992.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 31st day of May, 1946, by and between WILBUR-ELLIS COMPANY, a California corporation, doing business in the Counties of San Diego and Imperial under the fictitious name of SILVER-THORN FERTILIZERS, party of the first part, hereinafter sometimes called the Contractor, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, hereinafter sometimes designated as the City, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained, the parties hereto agree to together as follows:

That the party of the first part will purchase and the party of the second part will sell, to-wit: All of the agricultural minerals, being the heat dried digested sludge processed from raw sewage at the sewage plant of the City located at 3375 East Harbor Drive, in The City of San Diego, which the City may have for sale, it being understood that the City reserves the right to supply its own requirements for agricultural minerals not in excess of fifteen (15) tons a month, and that all agricultural minerals produced by the City in excess of the amount so required by it for its own departments are subject to this agreement.

That the contractor shall pay for all of the agricultural minerals offered to it by the City the sum of twenty dollars (\$20.00) per ton of 2000 pounds, at the above-named plant, stockpiled in sacks of 100 pounds each, net weight.

The contractor at its own expense shall furnish approved and printed sacks, together with sacking twine and other accessories for closing filled sacks at the site of a sacking machine at the sewage treatment plant of said City.

That all of the terms and provisions contained in the Specifications, as set forth in Document No. 347958, filed in the office of the City Clerk of said City, are hereby referred to, and by such reference are made a part of this agreement with the same force and effect as though herein specifically written.

The term of this contract shall be for three (3) years from and after the 19th day of June, 1946.

The contractor shall pay to the City on or before the tenth day of each month for all deliveries of agricultural minerals made during the preceding month.

IN WITNESS WHEREOF, this contract is executed by the party of the first part, and by the City Manager of said City acting for and on behalf of The City of San Diego pursuant to resolution of the Council of said City authorizing such execution, the day and year first hereinabove written.

WILBUR-ELLIS COMPANY

A California Corporation, doing business under the fictitious name of SILVERTHORN FERTILIZERS

By CHAS. SCALES, Mgr.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

I HEREBY APPROVE the form and legality of the foregoing contract this 22 day of May, 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 Silverthorn Fertilizers for purchase of agricultural minerals from sewage treatment plant; being Document No. 363976.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS: That J. C. SLAUGHTER, as principal, and HARTFORD ACCIDENT & INDEMNITY COMPANY, a corporation organized and existing under 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 Two thousand five hundred dollars (\$2,500.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of July, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings Nos. 2393, 2301, 2300 and 3002; for the wrecking of approximately 50%, and converting into one two bedroom, semi-finished housing unit, approximately 50% of Building No. 2382; and the wrecking of approximately 6000 lineal feet of covered walks; all located at Camp Callan, 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.

JIM C. SLAUGHTER
Principal
HARTFORD ACCIDENT & INDEMNITY COMPANY
SCRIPPS BLDG., SAN DIEGO 12, CALIFORNIA
Surety

ATTEST: G. GORDON HURLBURT
By M. SHANNON
M. Shannon, Attorney in Fact
(SEAL)

ATTEST:
P. JOHNSON
I HEREBY APPROVE the form of the within Bond, this 24th day of July, 1946.
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney
I HEREBY APPROVE the foregoing bond this 24 day of July, 1946.
F. A. RHODES
City Manager

STATE OF CALIFORNIA, }
County of San Diego } ss.
On this 22nd day of July, 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 M. SHANNON known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT and INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said M. SHANNON duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
MARSTON BURNHAM
Notary Public in and for San Diego County,
State of California.
(SEAL)
My Commission Expires April 28, 1950

C O N T R A C T
THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 22nd day of July, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. 2393, 2301, 2300 and 3002; for the wrecking of approximately 50%, and converting into one two-bedroom, semi-finished housing unit, approximately 50% of Building No. 2382; and the wrecking of approximately 6000 lineal feet of covered walks; 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 City Manager, 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 Manager of said City.
That the work shall be conducted under the immediate supervision of the City Manager, or his representative; or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.
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 of 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 |
| Laborer | 8.00 |

Foreman to receive not less than \$1.00 above trade classification.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 _____ day 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:

For wrecking for salvage of material Buildings Nos. 2393, 2301, 2300 and 3002, a sum equal to the actual cost of the wrecking of said building, plus a fixed fee profit above cost for each of said buildings, as follows:

| | |
|------------------------------|----------|
| Building No. 2393, | \$ 50.00 |
| Building No. 2301, | \$100.00 |
| Building No. 2300, | \$140.00 |
| Building No. 3002, | \$140.00 |

For wrecking approximately 50%, and converting into one two-bedroom semi-finished housing unit approximately 50%, of Building No. 2382, a sum equal to the actual cost of the said work, plus a fixed fee profit of \$100.00 above cost.

For wrecking approximately 6000 lineal feet of covered walks, a sum equal to the actual cost of the said work, plus a fixed fee profit of fifteen cents (15¢) per lineal foot above cost.

That the total estimated cost of said work is \$10,000.00.

That said payments shall be made as follows: On _____ of each week, there shall be paid to the contractor a sum equal to the value of said work performed up to said day. Said weekly payments shall be based on the weekly work costs taken from the time cards, and the insurance costs submitted by the contractor. The balance of said contract price shall be paid to said contractor thirty-five (35) days after the completion of the work and the acceptance of the same by the City.

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by the 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 24th day of July, 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 J. C. Slaughter - wreck certain Camp Callan buildings; being Document No. 363969.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING.

San Diego Lighting District No. 2

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three Thousand Eight Hundred Fifty-six and no/100 Dollars (\$3, 856.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18 day of July, 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 SECOND AVENUE, THIRD AVENUE, FOURTH AVENUE, FIFTH AVENUE, SIXTH AVENUE, A STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET, and MARKET STREET, within the limits and as particularly described in Resolution of Intention No. 82914, adopted by the Council of said City on April 9, 1946, 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 of 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
(SEAL)

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

On this 18 day of July, 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

(SEAL) Notary Public in and for said County and State
I HEREBY APPROVE the form of the foregoing Undertaking this 18 day of July, 1946.

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. 83648, passed and adopted on the 9th day of July, 1946, require and fix the sum of \$3,856.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of the City of San Diego

(SEAL)

By AUGUST M. WADSTROM, Deputy

CONTRACT FOR STREET LIGHTING.

San Diego Lighting District No. 2

THIS AGREEMENT, made and entered into this 30th day of July, 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, municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work herein-after mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

SECOND AVENUE, between the south line of B Street and the north line of Broadway;
THIRD AVENUE, between the south line of A Street and the north line of Market Street;
FOURTH AVENUE, between a line parallel to and distant 14.00 feet north of the south line of Ivy Street and the north line of Market Street;
FIFTH AVENUE, between the south line of Laurel Street and the north line of K Street;
SIXTH AVENUE, between the south line of A Street and the north line of Island Avenue;
A STREET, between a line parallel to and distant 14.00 feet west of the east line of Second Avenue and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;
B STREET, between a line parallel to and distant 100.00 feet west of the west line of Second Avenue and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;
C STREET, between a line parallel to and distant 100.00 feet west of the west line of Second Avenue and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;
BROADWAY, between a line parallel to and distant 100.00 feet west of the west line of Second Avenue and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;
E STREET, between a line parallel to and distant 12.00 feet west of the east line of Indig Street and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;

F STREET, between the east line of Columbia Street and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue; and

MARKET STREET, between the southerly prolongation of the east line of State Street and the west line of Seventh Avenue.

Such furnishing of electric current shall be for the period of time from and including July 1, 1946, to-wit, to and including June 30, 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 San Diego Lighting District No. 2", filed April 27, 1946, 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 \$15,423.36 in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 2 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Fifteen Thousand Four Hundred Twenty-three and 36/100 Dollars (\$15,423.36) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Fifteen Thousand Four Hundred Twenty-three and 36/100 Dollars (\$15,423.36).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" and amendments thereto, 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 G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
WALTER W. AUSTIN
Members of the Council

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

I HEREBY APPROVE the form of the foregoing Contract, this 18 day of July, 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 San Diego Gas & Electric Company for San Diego Lighting District No. 2; being Document No. 364019.

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

By FTTatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That we JAMES P. TWOHY, as Principal and NEW YORK CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Six hundred twenty-five Dollars (\$625.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 18th day of July, 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 labor, equipment, transportation and all other expense necessary for the wrecking for salvage of materials, Theatre Building No. 1223, located at Camp Callan, 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.

JAMES P. TWOHY
Principal
NEW YORK CASUALTY COMPANY
Surety

(SEAL)

By E. T. STARKE
Attorney-in-Fact

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

On this 18th day of July in the year One Thousand Nine Hundred and 46 before me Sarah B. Lasky a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared E. T. Starke known to me to be the Attorney-in-Fact of the New York Casualty Company, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL) SARAH B. LASKY
My Commission expires 10-23-48 Notary Public in and for the County of San Diego
State of California

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

On this 18th day of July, 1946, before me, Sarah B. Lasky, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared James P. Twohy personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

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

(SEAL) SARAH B. LASKY
My Commission expires 10-23-48 Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the within Bond, this 19 day of July, 1946.
J. F. DuPAUL, City Attorney
By MOREY S. LEVENSON
Ass't City Attorney
I HEREBY APPROVE the foregoing bond this 22nd day of July, 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, County of San Diego, State of California, this 19th day of July, 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 JAMES P. TWOHY, 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 other expense necessary for the wrecking for salvage of materials Building No. 1223 (Theatre Building), 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

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

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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 |
| Laborer | 8.00 |

Foreman to receive not less than \$1.00 above trade classification.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five 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 a fixed fee profit above cost of \$225.00. That the estimated cost of said work is \$2500.00.

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

JAMES P. TWOHY

Contractor

I HEREBY APPROVE the form and legality of the foregoing contract, this 19 day of July, 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 July 25, 1946.

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego, California

To be paid out of Camp Callan Acquisition Trust Fund (256)

Memo J. P. Twohy (To wreck Bldg. 1223)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with James P. Twohy for salvaging certain Camp Callan Building; being Document No. 363945.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. Patten Deputy

Bond No: C-45303

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 and no/100 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 15th day of July, 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 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, 1946, and ending June 30, 1947, 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 OF

DOW CHEMICAL COMPANY,

J. H. SCISM

Principal

FIREMAN'S FUND INDEMNITY COMPANY
Surety.

By F. J. BUTCHER
F. J. Butcher Attorney-in-Fact
(SEAL)

I HEREBY APPROVE the form of the within Bond, this 22nd day of July, 1946.

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

I HEREBY APPROVE the foregoing bond this 23 day of July, 1946.

F. A. RHODES
City Manager

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

On this 15th day of July, 1946, before me, Dorothy H. McLennan, a Notary Public in and for said City and County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared F. J. Butcher known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of FIREMAN'S FUND INDEMNITY COMPANY and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company thereto as principal, and his own as attorney in fact.

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

DOROTHY H. McLENNAN

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

(SEAL)

My Commission expires December 21, 1946

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 15th day of July, 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 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, 1946, and ending June 30, 1947; all in accordance with the specifications therefor contained in Document No. 362468.

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.

FREIGHT ADJUSTMENT. The above price of \$3.11 1/2 per 100-lbs f.o.b. San Diego is applicable and based on present day freight rates. Any increase in freight rates during the course of this contract shall be paid by the City in addition to said \$3.11 1/2 price.

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 ~~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 150 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.

PRICE ADJUSTMENT. Contractor has the right from time to time to change on the first day of any January, April, July or October during the term covered by this contract, for the succeeding quarter, the prices specified herein, provided Contractor has given the City at least fifteen days written notice of such change. The City's failure to serve Contractor with written notice of objection to such changed price or prices prior to the effective date thereof shall be considered acceptance of such change. In the absence of such notice from Contractor it is understood that the price or prices then in effect shall continue in effect for the next calendar quarter year. Failure of Contractor and the City to agree on such changed price or prices after such notice by Contractor, permits Contractor to supply the

City at the then existing price during the calendar quarter yearly period in question or to cancel this contract upon fifteen days written notice to the City.

Payments for said material will be made monthly in accordance with purchase orders and deliveries.

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, or commandeering of raw materials, products, plants or facilities, by military authorities.

"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 (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. 83504 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

Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 22nd day of July, 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 - Great Western Div. Dow Chemical Company, liquid chlorine; being Document No. 363964.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. J. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That NATIONAL IRON WORKS, a corporation, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Sixteen Hundred ninety-five Dollars (\$1695.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of July, 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 labor, tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the erection of structural steel flood light towers for the City Stadium, in the City of San Diego, California, all as more

particularly and in detail set forth in the specifications therefor contained in Document No. 362660, on file in the office of the City Clerk of said City.

WHEREAS, the aforesaid penal sum of Sixteen Hundred ninety-five dollars (\$1,695.00), 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 surety have caused this instrument to be executed by their proper officers, respectively, thereunto duly authorized, and their corporate seals to be hereunto affixed, the day and year first hereinabove written.

(SEAL)
ATTEST:
VeLoris Butterfield, Asst. Sect.

NATIONAL IRON WORKS
By DAVE BELL, Gen'l Mgr.
THEODORE W. SANFORD, JR.
Vice President
MARYLAND CASUALTY COMPANY
By F. F. EDELEN
(F. F. Edelen) Its Attorney-in-Fact
Surety.

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 23rd day of July, 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 of the within Bond this 24th day of July, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney.
I HEREBY APPROVE the foregoing bond this 24 day of July, 1946.
F. A. RHODES
City Manager

KNOW ALL MEN BY THESE PRESENTS, That NATIONAL IRON WORKS, a corporation, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Eight hundred twenty-five Dollars (\$825.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of July, 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 labor, tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the erection of structural steel flood light towers for the City Stadium, 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: VeLORIS BUTTERFIELD
Ass't Sect.

NATIONAL IRON WORKS
By DAVE BELL, Gen'l Mgr.
Principal
THEODORE W. SANFORD, JR.
Vice President
MARYLAND CASUALTY COMPANY
By F. F. EDELEN
(F. F. Edelen) Its Attorney-in-Fact
Surety.

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 23rd day of July, 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 of the within Bond, this 24th day of July, 1946.

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

I HEREBY APPROVE the foregoing bond this 24 day of July, 1946.

F. A. RHODES
City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 23rd day of July, 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 NATIONAL IRON WORKS, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The erection of structural steel flood light towers for the City Stadium, in the City of San Diego, California, all as more particularly and in detail set forth in the specifications therefor contained in Document No. 362660, on file in the office of the City Clerk of said City.

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

Three thousand, three hundred and ninety dollars (\$3,390.00).

Said price includes the California State Sales Tax.

Said contractor agrees to commence said work within five (5) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within sixty (60) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Three thousand, three hundred and ninety dollars (\$3,390.00), inclusive of

California State Sales Tax, said payments to be made as follows:

Upon completion of said work, 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 days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California.

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

Said contractor 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, work-

man 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 |
|--|---------------------|
| Erection Foreman | \$ 16.00 |
| Structural Steel Erectors. | 14.00 |
| Truck Crane Operator | 14.00 |
| Drivers of trucks legal payload capacity | |
| between 6 and 10 tons | 8.80 |
| Drivers of trucks legal payload capacity | |
| between 15 and 20 tons. | 9.80 |
| Foreman to receive not less than \$1.00 per diem above laborer 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 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.

"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 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 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. 83584 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

DAVE BELL
Gen'l Mgr.
NATIONAL IRON WORKS
Contractor

ATTEST: VELORIS BUTTERFIELD
Ass't Sect.

I HEREBY APPROVE the form and legality of the foregoing contract this 24th day of July, 1946.

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

| | | |
|---|-----------------|-------------|
| 15,552 Ft. 12" Class 150 cement lined cast iron pipe, | per foot \$2.47 | \$38,413.44 |
| 10,944 Ft. 16" Class 150 cement lined cast iron pipe, | per foot \$4.00 | 43,776.00 |

Miscellaneous Fittings:

| | | | | | |
|-----|-----------------|------------------|----|---------|----------|
| 4 | Adapter | 6 x 10 | BF | \$ 7.80 | |
| 4 | Adapter | 6 x 18 | BF | 10.10 | |
| 4 | Adapter | 10 x 12 | BF | 17.00 | |
| 2 | Adapter | 10 x 30 | FS | 21.20 | |
| 3 | Adapter | 12 x 16 | BF | 25.85 | |
| 4 | Bend | 4" 22-1/2° | AB | 7.00 | |
| 4 | Bend | 4" 45° | AB | 7.00 | |
| 4 | Bend | 4" 45° | BS | 5.80 | |
| 6 | Bend | 6" 22-1/2° | AB | 9.80 | |
| 6 | Bend | 6" 45° | BS | 8.50 | |
| 4 | Bend | 8" 45° | AB | 14.40 | |
| 4 | Bend | 8" 45° | BS | 12.15 | |
| 6 | Bend | 8" 90° | FF | 11.10 | |
| 6 | Bend | 12" 11-1/4° | AB | 27.40 | |
| 2 | Bend | 12" 11-1/4° | BS | 20.65 | |
| 6 | Bend | 12" 22-1/2° | AB | 24.85 | |
| 4 | Bend | 12" 22-1/2° | BS | 21.45 | |
| 2 | Bend | 16" 22-1/2° | AB | 52.65 | |
| 2 | Bend | 16" 22-1/2° | BS | 41.65 | |
| 2 | Bend | 16" 45° | AB | 52.65 | |
| 10 | Cross | 6" | AB | 20.85 | |
| 6 | Cross | 8" | AB | 30.15 | |
| 12 | Cross | 8" x 6" | AB | 26.35 | |
| 18 | Cross | 12" x 6" | AB | 41.50 | |
| 2 | Cross | 12" x 8" | AB | 44.15 | |
| 2 | Cross | 12" | AB | 50.45 | |
| 2 | Cross | 16" x 6" | AB | 75.60 | |
| 3 | Cross | 16" | AB | 108.30 | |
| 6 | Extension, std | 6 x 6 | FF | 4.75 | |
| 4 | Extension, std | 6 x 18 | FF | 8.30 | |
| 4 | Extension, std | 6 x 24 | FF | 10.10 | |
| 2 | Extension, std | 6 x 48 | FF | 13.80 | |
| 4 | Extension, std. | 8 x 10 | FF | 8.80 | |
| 4 | Extension, std. | 8 x 12 | FF | 9.30 | |
| 4 | Extension, std. | 8 x 18 | FF | 12.25 | |
| 4 | Extension, std. | 8 x 24 | FF | 14.85 | |
| 2 | Extension, std. | 8 x 36 | FF | 20.00 | |
| 6 | Extension, hyd. | 6 x 18 | FF | 8.60 | |
| 2 | Extension, hyd. | 6 x 36 | FF | 14.15 | |
| 30 | Plugs | 6" | | 1.05 | |
| 30 | Plugs | 6 x 2 | | 1.95 | |
| 2 | Reducer | 8 x 6 | AB | 13.95 | |
| 6 | Reducer | 8 x 6 | SS | 9.80 | |
| 2 | Reducer | 12 x 6 | SS | 14.65 | |
| 4 | Reducer | 12 x 10 | SS | 18.55 | |
| 3 | Reducer | 16 x 12 | SS | 35.35 | |
| 30 | Sleeves | 4" short pattern | | 3.75 | |
| 100 | Sleeves | 6" " | | 5.10 | |
| 60 | Tee | 6" | AB | 16.20 | |
| 2 | Tee | 6 x 4 | AB | 14.85 | |
| 6 | Tee | 8" | AB | 23.80 | |
| 20 | Tee | 8 x 6 | AB | 21.90 | |
| 2 | Tee | 12" | AB | 41.50 | |
| 12 | Tee | 12 x 6 | AB | 37.10 | |
| 3 | Tee | 16" | AB | 83.35 | |
| 6 | Tee | 16 x 6 | AB | 67.00 | |
| 1 | Tee | 30 x 16 | AB | 272.65 | 7,948.30 |

Total pipe and fittings \$ 90,137.74

Said prices do not include the California State Sales Tax. Said prices are subject to the FREIGHT ADJUSTMENT CLAUSE AND PRICE ADJUSTMENT CLAUSE contained in Document No. 360267 on file in the office of the City Clerk of said City, which Freight Adjustment Clause and Price Adjustment Clause are hereby made a part hereof by reference as though fully set forth herein.

The freight rate used by contractor in computing said above mentioned prices, is as follows:

| | | |
|------------|--------------|----------|
| f.o.b. (b) | 8" & smaller | @\$14.22 |
| | 12" | @\$14.47 |
| | 16" | @\$15.47 |
| | 30" | @\$16.47 |

(All per net ton of 2,000 pounds).

As now situated, contractor agrees to make delivery f.o.b. docks San Diego Harbor, California, shipment from the Birmingham District, Alabama, via a Gulf or South Atlantic Port, thence via water on a vessel making the Port of San Diego a port of call, in 300 to 330 days from and after the date of execution of this contract, subject to delays beyond contractor's control.

"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 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 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:

Ninety Thousand One Hundred Thirty-seven and 74/100 Dollars (\$90,137.74), exclusive of California State Sales Tax, and subject to said Freight Adjustment Clause and said Price Adjustment Clause.

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. 83502 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 D. B. STOKES, Vice-President

Contractor

(SEAL)

ATTEST: H. A. HOOVER, Ass't Sec'y

I HEREBY APPROVE the form and legality of the foregoing Contract this 22nd day of July, 1946.

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 \$92,391.18

Dated June 24, 1946.

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego, California

To be paid out of STORES REVOLVING FUND (520)

Memo UNITED STATES PIPE & FOUNDRY CO. (15, 552 Ft. 12" & 10,944 Ft. 16" Class 150 Cement Lined Cast Iron Pipe with Fittings)

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. 363971.

FRED W. SICK

City Clerk of the City of San Diego, California

By

F. Tatten

Deputy

KNOW ALL MEN BY THESE PRESENTS, That PRE-MIXED CONCRETE 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 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 11th day of July, 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, from time to time as ordered and required by The City of San Diego, Portland cement concrete, for the period beginning July 1, 1946 and ending June 30, 1947, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: L. HARRIS

PRE-MIXED CONCRETE COMPANY
W. P. KEMPER, Secty, Treas.
Principal
(SEAL)
HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

ATTEST: EVELYN V. BAKER

By M. SHANNON
M. Shannon, Attorney in Fact
(SEAL)

I HEREBY APPROVE the form of the within Bond, this 26th day of July, 1946.

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

I HEREBY APPROVE the foregoing bond this 26th day of July, 1946.

F. A. RHODES
City Manager

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

On this 11th day of July, 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 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 28, 1950
MARSTON BURNHAM
Notary Public in and for San Diego County,
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 July, 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 PRE-MIXED CONCRETE 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, 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,
1946 and ending June 30, 1947;

in accordance with the specifications therefor contained in Document No. 362467, 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) | @ \$6.90 | per cubic yard; |
| Class B " | (1: 2: 4 mix) | @ \$6.36 | " " " |
| Class C " | (1:2:3-1/2 mix) | @ \$6.60 | " " " |
| Class D " | (1:3: 5 mix) | @ \$5.80 | " " " |

Above prices are f.o.b. City trucks at contractor's plant on Sixth Street Extension, San Diego, California, exclusive of California State Sales Tax.

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 | @ \$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 | \$6.90 | per cubic yard; |
| Class B " " | \$6.36 | " " " |
| Class C " " | \$6.60 | " " " |
| Class D " " | \$5.80 | " " " |

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

Delivery in contractor's trucks @ \$1.00 per cubic yard in the following areas: East to 54th (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 do not 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 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. 83503 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.
Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 26th day of July, 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 Pre-Mixed Concrete Company for furnishing City's requirements of Portland Cement Concrete; being Document No. 364036.

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 dividing property and moving in a single family residence
Regarding use of portion of lot as building site for one single family residence.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF SAN DIEGO)
Wilbur L. Hanlon and Gwendolyn R. Hanlon and Howard H. Olsen and Violet Olsen, after being first duly sworn, each for himself deposes and says;
That we are the owners and purchasers of the hereinafter described real property; Lot Fifteen (15) and South 80 Ft. of West 150 ft. of Lot 15 Block - - - Subdivision C. C. Seaman's Subdivision, Map 214, Filed 8/2/1887, located at 54th and Olive Street;
That we desire to divide a portion of the above lot and move in a residence and have applied for a zone variance by petition No. 3890, dated June 20, 1946;
That we, in consideration of approval granted by the City of San Diego to divide said lot and move in a residence by Zoning Committee Resolution No. 1604, dated July 5, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that

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.

WILBUR L. HANLON
HOWARD H. OLSEN

GWENDOLYN R. HANLON
VIOLET OLSEN

On this 5th day of July A.D. Nineteen Hundred and forty-six, before, Clark M. Foote Jr A Notary Public in and for the said County, residing therein, duly commissioned and sworn, personally appeared Wilbur L. Hanlon, Gwendolyn R. Hanlon, Howard H. Olsen and Violet Olsen known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

CLARK M. FOOTE JR.

(SEAL) My Commission expires March 16, 1947 . Notary Public in and for the County of San Diego
State of California

My Commission expires March 16, 1947.

RECORDED JUL 12 1946 55 min. past 9 A.M. in Book 2178 at page 219 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. AVERILL

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Wilbur L. Hanlon, et al relative to dividing land at 54th and Olive Streets; being Document No. 363372.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. J. 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, Leland W. Christensen is the owner of Lot 15 thru' 20 inclusive, Block 5, of Clifton Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this third day of July, 1946, by Leland W. Christensen that _____ will, for and in consideration of the permission granted to remove 24 ft. feet of curbing on 3021 Fairmount between Redwood and Quince and Quince, adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

LELAND W. CHRISTENSEN
3021 Fairmount Ave.

STATE OF CALIFORNIA,
County of San Diego,

} ss.
}

On this 3rd day of July, 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 Leland W. Christensen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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.

WALTER L. McDONALD

(SEAL) My Commission expires Feb. 3, 1948 Notary Public in and for the County of San Diego,
State of California.

My Commission expires Feb. 3, 1948

I HEREBY APPROVE the form of the foregoing agreement this 5th day of July, 1946.

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

Deputy City Attorney

RECORDED JUL 12 1946 55 min. past 9 A.M. in Book 2165 at page 420 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.

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 Leland W. Christensen; being Document No. 363394.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. J. Tatters Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any

driveway on any city street prior to signing an 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. Wachter is the owner of Lot Lot M - Block 260, Block 260, of Arlington

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of July, 1946, by E. F. Wachter that he will, for and in consideration of the permission granted to remove 10' feet of curbing on Cottonwood between Yama and Wooden adjacent to the above described property, bind himself to, and _____ hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself 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.

EMIL F. WACHTER
3826 Dalberdia

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

On this 2nd day of July, A.D. Nineteen Hundred and Forty-six before me Marie Clayton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Emil F. Wachter known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 Clayton
Notary Public in and for the County of San Diego,
My commission expires Feb. 21, 1948. State of California

I HEREBY APPROVE the form of the foregoing agreement this 5th day of July, 1946.

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

RECORDED JUL 12 1946 55 min. past 9 A.M. in Book 2178 at page 187 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from E. F. Wachter; being Document No. 363395.

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, Joe Beardsley is the owner of Lot 21-22-23, Block 51, of Ocean Beach

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of June, 1946, by Joe Beardsley that he will, for and in consideration of the permission granted to remove 14 feet of curbing on Narragansett between Sunset Cliffs Blvd. and Cable adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs _____ so to do, and comply therewith at 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 Joe Beardsley 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.

JOE BEARDSLEY
1818 Sunset Cliffs Blvd.
Ocean Beach

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

On this 19 day of June, A.D. Nineteen Hundred and forty-six before me Dorothy M. Goodbody, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joe Beardsley 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) Dorothy M. Goodbody
Notary Public in and for the County of San Diego,
My Commission expires September 18, 1946 State of California.

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 July, 1946.

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

RECORDED JUL 12 1946 55 min. past 9 A.M. in Book 2178 at page 188 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb

Removal Agreement from Joe Beardsley; being Document No. 363396.
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, Cody A. Firks is the owner of Lot 3. "East 75 ft. of the South 95 ft.", Block 28, of Normal Heights
NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of July, 1946, by Cody A. Firks that I will, for and in consideration of the permission granted to remove 35 ft. feet of curbing on 34th St. between Adams Ave. and Collier and 35 ft. feet of curbing on Adams Ave. between 34th St. and Felton adjacent to the above described property, bind himself 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 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.

CODY A. FIRKS
3410 Pershing Ave.
STATE OF CALIFORNIA, }
County of San Diego } ss.
On this 3rd day of July, 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 Cody A. Firks known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.
MARK M. SAUNDERS
Notary Public in and for the County of San Diego,
State of California
(SEAL)
My Commission expires 8/13/49
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney
I HEREBY APPROVE the form of the foregoing agreement this 5th day of July, 1946.
RECORDED JUL 12 1946 55 min. past 9 A.M. in Book 2178 at page 191 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
R. N. HOWE
M. AVERILL
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 Cody A. Firks; being Document No. 363397.
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, J. H. Gibson, Sr. and Grace H. Gibson are the owners of Lot 1, 2, 3 & 4, Block 2, of Fairmount Addition to City Heights
NOW, THEREFORE, This AGREEMENT, signed and executed this 1st day of July, 1946, by J. H. Gibson, Sr. and Grace H. Gibson that they will, for and in consideration of the permission granted to remove 36 feet of curbing on University between 49th St. and Winona adjacent to the above described property, bind themselves to, and will hereby by these presents agree 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 ourself 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.

GRACE H. GIBSON
J. H. GIBSON
1852 E. Westinghouse
STATE OF CALIFORNIA, }
County of San Diego } ss.
On this 1st day of July, 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 Grace H. Gibson and J. H. Gibson known to me to be the persons described in and whose names subscribed to the within instrument, and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.
R. J. BAKER
Notary Public in and for the County of San Diego,
State of California
(SEAL)
My Commission expires March 19, 1949

I HEREBY APPROVE the form of the foregoing agreement this 5th day of July, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 12 1946 55 min. past 9 A.M. in Book 2178 at page 192 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.

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 J. H. Gibson, Sr. et ux; being Document No. 363398.

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, Josephine G. Massa is the owner of Lot 3, Block 103, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 27th day of June, 1946, by Josephine G. Massa that she will, for and in consideration of the permission granted to remove 14 feet of curbing on Kettner Blvd between Olive St. and Palm St. adjacent to the above described property, bind herself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

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.

JOSEPHINE G. MASSA

2825 Kettner Blvd.

STATE OF CALIFORNIA,)

ss.

County of San Diego)

On this 27th day of June, 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 Josephine G. Massa known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

CLARK M. FOOTE JR.

(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 8th day of July, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 12 1946 55 min. past 9 A.M. in Book 2165 at page 422 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.

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 Josephine G. Massa; being Document No. 363439.

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, Ralph J. Othick is the owner the Wly 50' of Ely 250 ft. of Lot 29, of Lemon Villas

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of June, 1946, by Ralph J. Othick that he will, for and in consideration of the permission granted to remove 15 feet of curbing on University Avenue between 54th and 56th Streets adjacent to the above described property, binds himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on 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.

RALPH J. OTHICK

4527 Arizona

STATE OF CALIFORNIA,)

ss.

County of San Diego)

On this 24th day of June, 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 Ralph J. Othick known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

I HEREBY APPROVE the form of the foregoing agreement this 8th day of July, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 12 1946 55 min. past 9 A.M. in Book 2165 at page 421 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
R. N. HOWE
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 Ralph J. Othick; being Document No. 363440.

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

By FT Tatten Deputy

The City of San Diego
San Diego, California
AGREEMENT - WATER MAIN EXTENSION

Description of Property: Lot 5 & 6 Block 9 Subdivision New Roseville
Name of Street Where Water Main has been Installed Upshur Street
Water Main has been Installed Between Rosecrans Street and Scott Street
Total Amount to be Paid Fifty Dollars. (\$50.00)
No. of Equal Installments Ten Amount of each Installment \$5.00

Pursuant to provisions of ordinance No. 3063 (New Series) and Ordinance No. 3173 (New Series) of the ordinances of the City of San Diego, California, providing for the installation of permanent water mains in city streets and alleys and the method of payment of such installations, the undersigned owners of the above described property for and in consideration of the City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to the City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager
Owner's Signature
WILLIS E. SHORT
2919 Upshur Street

Approved as to form: J. F. DuPAUL
By J. H. McKINNEY

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

On this 18th day of July, A.D. Nineteen Hundred and 46 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Willis E. Short known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

SCHEDULE OF PAYMENTS

| Date Due | Amount | Date Paid | Receipt Number |
|----------|--------|-----------|----------------|
| 7/1/46 | 5.00 | 7/17/46 | 3178 |
| 8/1/46 | 5.00 | | |
| 9/1/46 | 5.00 | | |
| 10/1/46 | 5.00 | | |
| 11/1/46 | 5.00 | | |
| 12/1/46 | 5.00 | | |
| 1/1/47 | 5.00 | | |
| 2/1/47 | 5.00 | | |
| 3/1/47 | 5.00 | | |
| 4/1/47 | 5.00 | | |

RECORDED JUL 19 1946 1 P.M. in Book 2168 at page 184 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy D. COLE
L. SHANNON
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Payment for Installation of Water Main Agreement from Willis E. Short; being Document No. 363788.

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

By FT Tatten Deputy

Approp: 1770803 Maintenance, Bureau of Supplies & Accts. Expend. Acct. #45728
Reqn: S & A Bureau 8000-47 Obj. Class. #051
All public bills for payment under this contract should include a reference to No. NOY(R) 39903

L E A S E
Between
CITY OF SAN DIEGO
And

The 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-six by and between THE CITY OF SAN DIEGO, A Municipal Corporation whose address is Civic Center, San Diego, California, for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

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

2. The Lessor hereby leases to the Government the following described premises, viz:

All that certain property being Lots I and J, Block 66, Horton's Addition, City and County of San Diego, State of California, located at 726 Second Avenue, San Diego, California, known as "Old City Jail Property."

to be used exclusively for the following purposes (see instruction No. 3):

Military purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1946 and ending with June 30, 1947

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises and will not permit the use of said premises by anyone other than the Government, and the agents and servants of the Government,

5. This lease may, at the option of the Government, be renewed from year to year at a rental of One Dollar (\$1.00) per annum, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least thirty (30) days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1949.

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

Nothing.

7. The Government shall pay the Lessor for the premises rent at the following rate: One Dollar (\$1.00) per year.

Payment shall be made at the end of each fiscal year.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government thirty (30) days before the termination of the lease.

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

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

12. Portions of paragraph 4 deleted and paragraphs 12, 13, 14, and 15, added prior to execution by either party.

13. This lease may be terminated by the Government at any time by giving sixty (60) days notice in writing.

14. This lease supersedes lease NOd-1977, dated May 28, 1941.

15. The Lessor shall not be required to make any improvements or repairs of any character whatsoever upon the leased premises; it being understood and agreed that the Government takes the leased premises in their present condition, and that such repairs thereto or improvements thereon as may from time to time be necessary to keep the same in good repair and tenantable condition shall be done at the expense of the Government, provided, however, the Government shall not be required to repair or restore property damaged or destroyed by Acts of God or other unavoidable casualty.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

AMY E. CURTIS
BETTY BLEW
253 Civic Center

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

UNITED STATES OF AMERICA
By WILLIS R. DUDLEY
By Direction of the Chief of the Bureau
of Yards and Docks, acting under the
direction of the Secretary of the Navy.

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, FRED W. SICK, certify that I am the City Clerk of the corporation named as Lessor in the attached lease; that F. A. RHODES, who signed said lease on behalf of the Lessor, was then City Manager of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

FRED W. SICK (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with U. S. Navy on Old City Jail - 726 2nd Ave. for Shore Patrol Station; being Document No. 364013.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. A. Rhodes Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 22d day of July, 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. |
|-------------------------------------|-----------------------|--------------------|-------------------------|----------|
| Lot A, Block 2, La Jolla Hermosa | 6/30/30 | 25119 | 8/1/35 | 583 |

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) July 22, 1946 | 2nd Payment (Anniversary Date of Agreement) July 22, 1947 | 3rd Payment (2nd Anni- versary Date of Agreement) July 22, 1948 | Final Payment (Upon exercise of Option) |
|-------------------------------------|---|---|---|--|
| Lot A, Block 2, La Jolla Hermosa | \$ 2.50 | \$ 2.50 | \$ 2.50 | \$ 50.00 |

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both, as the case may be, shall be 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 22d day of July, 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. 83412, adopted on the 11th day of June, 1946, 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 Jul 11 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 July 26th, 1946.

THOMAS H. KUCHEL
Controller of the State of California.
(SEAL)

By BERT FOSTER, Deputy

APPROVED as to form

Date 7/12/46.

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

By CARROLL H. SMITH, Deputy
Date July 3, 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 from County Board of Supervisors; being Document No. 364139.

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

By F. T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That S. MORGAN SMITH COMPANY, a corporation, as Principal and Hartford Accident & Indemnity Company a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Thirty-four hundred and thirty-four Dollars (\$3434.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of July, 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 2 - 30" S. Morgan Smith Cone Valves, with lead coating on all interior ~~cast~~ iron and steel surfaces; 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: D. D. McARTHUR

S. MORGAN SMITH CO.
By BURWELL B. SMITH, Vice-President
Principal.
HARTFORD ACCIDENT & INDEMNITY COMPANY
Surety

ATTEST: F. N. CRONE

By MIRIAM E. PATTERSON
Attorney-in-fact (SEAL)

I HEREBY APPROVE the form of the within Bond, this 1st day of August, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 1 day of August, 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 23rd day of July, 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 herein-after sometimes designated as the City, and S. MORGAN SMITH COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

2 - 30" S. Morgan Smith Cone Valves, with lead coating on all interior cast iron and steel surfaces; all in accordance with the specifications therefor contained in Document No. 362,266, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver the cone valves above described at and for the sum of \$13,735.00.

Said price includes the California State Sales Tax, and is subject to the PRICE ADJUSTMENT CLAUSE contained in Document No. 362,266, on file in the office of said City Clerk, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

Said contractor agrees to deliver said cone valves within one hundred sixty (160) days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said cone 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 cone valves by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of \$13,735.00.

Payment for said cone valves will be made 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 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 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. 83587 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

S. MORGAN SMITH CO.
By BURWELL B. SMITH, Vice-President
Contractor

(SEAL)
ATTEST: D. D. McARTHUR

I HEREBY APPROVE the form and legality of the foregoing contract this 1st day of Aug., 1946.

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 \$13,735.00

Dated July 5, 1946.

J. McQUILKEN
R. W. GEFKE
Auditor and Comptroller of the City of San Diego,
California

To be paid out of 708 Fund
Memo Furnish 2 - 30" Cone Valves (S. Morgan Smith)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S. Morgan Smith Company for furnishing two 30" cone valves; being Document No. 364191.

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

By F. T. Tatten Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 22d day of July, 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:

| Description | Date Sold to State | Certificate No. | Date Deeded to State | Deed No. |
|--|-----------------------|--------------------|-------------------------|----------|
| FIRST ADDITION TO SOUTH LA JOLLA: | | | | |
| Block 11: | | | | |
| Lots 1 (Ex Wilson and Ex Beachy) | | | | |
| 2 (Ex M&B to Ramsey) | | | | |
| 3 (Ex Wilson and Ex Speer and Ex Beachy) | | | | |
| 4 (Ex M & B to Ramsey) | | | | |
| 5 (Ex M&B to Speer) | | | | |
| 6 (Ex M&B to Ramsey and Ex M&B to Arnberg) | | | | |
| 8 (Ex 2 M&B to Arnberg) | | | | |
| (Lots 1 & 3) | 6/30/30 | 24468 | 8/1/35 | 571 |
| (Lots 2 & 4) | 6/30/30 | 24472 | 8/1/35 | 572 |
| (Lot 5) | 6/30/30 | 24474 | 8/1/35 | 573 |
| (Lots 6 & 8) | 6/29/31 | 23967 | 7/1/36 | 969 |
| PACIFIC BEACH SUB: | | | | |
| Lot 36, Blk 41 | 6/30/30 | 29348 | 8/1/35 | 725 |

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) July 22, 1946 | 2nd Payment (Anniversary Date of Agree- ment) July 22, 1947 | 3rd Payment (2nd Anni- versary date of Agreement) July 22, 1948 | Final Payment (Upon ex- ercise of Option) |
|--|---|---|---|---|
| FIRST ADDITION TO SOUTH LA JOLLA: | | | | |
| BLOCK 11: | | | | |
| Lots 1 Ex Wilson and Ex Beachy | | | | |
| 2 Ex M&B to Ramsey | | | | |
| 3 Ex Wilson and Ex Speer and Ex Beachy | | | | |
| 4 Ex M&B to Ramsey | | | | |
| 5 Ex M&B to Speer | | | | |
| 6 Ex M&B to Ramsey and Ex M&B to Arnberg | | | | |
| 8 Ex 2 M&B to Arnberg | | | | |
| | \$.50 each | \$.50 each | \$.50 each | \$ 5.00 each |
| PACIFIC BEACH SUB: | | | | |
| Lot 36, Blk. 11 | \$1.00 | \$1.00 | \$1.00 | \$20.00 |

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both, as the case may be, shall be cancelled, and shall not in that event be due or owing to said County.

4. That said City shall have the right to exercise this option at any time during the term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County; provided, further, that said City shall also have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement, has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation, as of the date of this agreement, of the entire lot, parcel or tract.

5. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to Paragraph 3 hereof.

6. That this option is given The City of San Diego under the terms and conditions of Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 22d day of July, 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. 83593, adopted on the 2nd day of July, 1946, 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 Jul 13 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 July 29th, 1946.

THOMAS H. KUCHEL
Controller of the State of California
(SEAL)
By BERT FOSTER
Deputy

APPROVED as to form
Date 7/16/46.
THOMAS WHELAN, District Attorney
in and for the County of San Diego,
State of California.
By CARROLL H. SMITH, Deputy
Date July 3, 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 First Addition to South La Jolla; Pacific Beach Subdivision; being Document No. 364199.

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

By F. W. Sicken Deputy

KNOW ALL MEN BY THESE PRESENTS, That A. C. VROMAN, INC., as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, A Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Five thousand 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 18th day of July, 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, from time to time as ordered the requirements of the San Diego Public Library and other city departments for trade books, technical books, text books and books of a trade nature, during the period commencing July 1, 1946, and ending June 30, 1947; 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.

A. D. SHELDON, Pres.
for A. C. VROMAN, INC.
Principal
HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

By DICK W. GRAVES
Dick W. Graves Attorney-in-Fact.
(SEAL)

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

On this 18th day of July, in the year 1946, before me, Eleanor G. Davis, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dick W. Graves, known to me to be the Attorney-in-Fact of the Hartford Accident and Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein.

named, and he acknowledged to me that such Corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
(SEAL)
My Commission expires May 27, 1947
ELEANOR G. DAVIS
Notary Public in and for the County of Los Angeles,
State of California

I HEREBY APPROVE the form of the within Bond, this 2nd day of August, 1946.
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney
I HEREBY APPROVE the foregoing bond this 3rd day of August, 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 18th day of July, 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 A. C. VROMAN, INC., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The requirements of the San Diego Public Library and other city departments for trade books, which include fiction, miscellaneous non-fiction and 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 small publishers, not listed in Trade List Annual, from time to time, as ordered by the City, during the period commencing July 1, 1946, and ending June 30, 1947; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 263285.

Said contractor hereby agrees to furnish and deliver the books 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, Merriam Webster Dictionaries, which are subject to the discounts shown in schedule accompanying contractor's bid, as follows: | |
| <u>Webster's New International Dictionary</u> <u>(All styles and bindings) 2nd Edition</u> | |
| 1-11 copies | 10% |
| 12-23 copies | 15% |
| 24-49 copies | 20% |
| 50 copies and up | 25% |
| <u>Webster's Collegiate Dictionary</u> <u>Fifth Edition</u> <u>(All styles and bindings)</u> | |
| 1-24 copies | 10% |
| 25-49 copies | 15% |
| 50-249 copies | 20% |
| 250 copies and up | 25% |
| <u>Webster's Dictionary of Synonyms</u> | |
| 1-5 copies | 10% |
| 6-11 copies | 15% |
| 12-24 copies | 20% |
| 25 copies and up | 25% |
| <u>Webster's Biographical Dictionary</u> | |
| 1-5 copies | 10% |
| 6-11 copies | 15% |
| 12-24 copies | 20% |
| 25 copies and up | 25% |

Said City, in consideration of the furnishing and delivery of said books 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 books by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the standard list price of said books, subject to the discounts as set forth in the above schedules; 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 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 extend-

ing 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 of 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. 83506 of the Council authorizing such execution, and the contractor has caused this agreement to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

A. C. VROMAN, INC.

A. D. SHELDON, Pres.

Contractor

(SEAL)

I HEREBY APPROVE The form and legality of the foregoing contract this 2nd day of Aug., 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 A. C. Vroman, Inc., for furnishing trade books, text books, etc. for Public Library; being Document No. 364217.

FRED W. SICK,

City Clerk of the City of San Diego, California

By F. W. Sick Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

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

| | <u>Date Sold to State</u> | <u>Certificate No.</u> | <u>Date Deeded to State</u> | <u>Deed No.</u> |
|--|-------------------------------|----------------------------|---------------------------------|-----------------|
| CHOATE'S ADDITION | | | | |
| BLOCK 123: | | | | |
| Lot 1 | 6/29/31 | 12503 | 7/1/36 | 650 |
| Lot 48 | 6/29/31 | 12508 | 7/1/36 | 653 |
| BLOCK 121: | | | | |
| Lots 39 & 40 | 6/30/28 | 53246 | 9/1/33 | 4844 |
| Lots 41 to 43 | 6/29/29 | 59466 | 8/1/34 | 11155 |
| Lot 44 | 6/29/29 | 59467 | 8/1/34 | 11156 |
| BLOCK 126: | | | | |
| Lot 26 | 6/30/30 | 13299 | 8/1/35 | 417 |
| E. W. MORSE'S SUB. P. L. 1150: | | | | |
| BLOCK 126: | | | | |
| Lot 24 | 6/30/30 | 41098 | 8/1/35 | 1092 |
| Und. 1/2 25 | 6/29/36 | 48643 | 7/8/41 | 448 |
| Und. 1/2 25 | 6/29/37 | 47006 | 7/1/42 | 171 |
| PACIFIC BEACH SUB.: | | | | |
| UNNUMBERED LOT LYING S OF GRAND AVENUE | | | | |
| BLOCK 239 | 6/29/36 | 73162-143 | 7/8/41 | 611 |

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) July 29, 1946 | 2nd Payment (Anniversary Date of Agreement) July 29, 1947 | 3rd Payment (2nd Anni- versary Date of Agreement) July 29, 1948 | Final Payment (Upon ex- ercise of Option) |
|---|---|---|---|---|
| CHOATE'S ADDITION: | | | | |
| BLOCK 123: | | | | |
| Lot 1 | \$ 1.00 | \$ 1.00 | \$ 1.00 | \$10.00 |
| Lot 48 | 1.00 | 1.00 | 1.00 | 10.00 |
| BLOCK 121: | | | | |
| Lots 39 to 44 | .50 each | .50 each | .50 each | 5.00 each |
| BLOCK 126: | | | | |
| Lot 26 | 1.00 | 1.00 | 1.00 | 50.00 |
| E. W. MORSE'S SUB. | | | | |
| P.L. 1150: | | | | |
| Lot 24, Block 126 | .50 | .50 | .50 | 5.00 |
| Und 1/2 25, Block 126 | .50 | .50 | .50 | 2.50 |
| Und 1/2 25, Block 126 | .50 | .50 | .50 | 2.50 |
| UNNUMBERED LOT LYING S. OF GRAND AVENUE | | | | |
| BLOCK 239, PACIFIC BEACH - | 1.00 | 1.00 | 1.00 | 20.00 |

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both, as the case may be, shall be cancelled, and shall not in that event be due or owing to said County.

4. That said City shall have the right to exercise this option at any time during the term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County; provided, further, that said City shall also have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement, has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation, as of the date of this agreement, of the entire lot, parcel or tract.

5. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to Paragraph 3 hereof.

6. That this option is given The City of San Diego under the terms and conditions of Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 29th day of July, 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. 83658, adopted on the 9th day of July, 1946, 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 Jul 19, 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 August 2nd, 1946.

THOMAS H. KUCHEL, Controller of
the State of California.
By BERT FOSTER, Deputy

(SEAL)

APPROVED as to form

Date 7/22/46.

THOMAS WHELAN, District Attorney

in and for the County of San Diego,
State of California.
By CARROLL H. SMITH, Deputy
Date July 11, 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 from County Board of Supervisors; being Document No.
364215.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sicken Deputy

KNOW ALL MEN BY THESE PRESENTS, That JAMES P. TWOHY, as Principal and NEW YORK CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seven hundred fifty Dollars (\$750.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 5th day of August, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings T-605, 607, 609, 611, located at Camp Callan, 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.
JAMES P. TWOHY
Principal
NEW YORK CASUALTY COMPANY
Surety
By E. T. STARKE
Attorney-in-fact (SEAL)
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the form of the within Bond, this 7th day of August, 1946,

I HEREBY APPROVE the foregoing bond this 8th day of August, 1946.
F. A. RHODES
City Manager

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

On this 5th day of August in the year One Thousand Nine Hundred and Forty-six before me Algy E. Lillcrap a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared E. T. Starke known to me to be the Attorney-in-Fact of the New York Casualty Company, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.
(SEAL) ALGY E. LILLICRAP
My Commission expires May 29th, 1949 Notary Public in and for the County of San Diego
State of California.

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

On this 5th day of August, 1946, before me, Algy E. Lillcrap a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared James P. Twohy personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.
(SEAL) ALGY E. LILLICRAP
My Commission expires May 29th, 1949. 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, County of San Diego, State of California, this 5th day of August, 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 JAMES P. TWOHY, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. T-605, 607, 609, 611, 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 City Manager, 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 Manager of

said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

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

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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

Carpenter

Laborer

Foreman to receive not less than \$1.00 above trade classification.

Wage Per 8-Hour Day.

\$ 1.65 per hour

1.15 per hour

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five 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 a fixed fee profit above cost of \$300.00 for the wrecking of all of said buildings. That the total estimated cost of said work is \$3,000.00.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfers 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

JAMES P. TWOHY

Contractor

I HEREBY APPROVE the form and legality of the foregoing contract, this 7th day of Aug. 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

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

appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.
Not to exceed \$3,000.00.
Dated Aug. 9, 1946.

J. McQUILKEN
R. W. GEFKE
Auditor and Comptroller of the City of San Diego,
California

To be paid out of Camp Callan Acquisition Trust Fund (256)
Memo J. P. Twohy (To wreck bldgs. T-605, 607, 609, 611)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract - James P. Twohy, wreck certain Camp Callan buildings; being Document No. 364360.
FRED W. SICK
City Clerk of the City of San Diego, California

By F. E. Young Deputy

KNOW ALL MEN BY THESE PRESENTS, That F. E. YOUNG, 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 Two thousand two hundred fifty Dollars (\$2,250.00), 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 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 2nd day of August, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials approximately 50% of Hospital Wards Nos. T-2335, T-2336, T-2337, T-2354, T-2355 and T-2356, and converting into two-bedroom, semi-finished housing units, approximately 50% of said buildings; located at Camp Callan, 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.
F. E. YOUNG
Principal
HARTFORD ACCIDENT & INDEMNITY COMPANY
Surety

By GEO. H. MURCH
Geo. H. Murch, Attorney-in-Fact
(SEAL)

I HEREBY APPROVE the form of the within Bond, this 8th day of August, 1946,
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 8 day of Aug., 1946.
F. A. RHODES
City Manager

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 2nd day of August, in the year one thousand nine hundred and forty-six, before me, May Shannon, a Notary Public in and for said County of San Diego, residing therein, duly commissioned and sworn, personally appeared Geo. H. Murch known to me to be the Attorney-in-Fact of the Hartford Accident and Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL) MAY SHANNON
Notary Public in and for the County of San Diego,
My Commission expires Nov. 19, 1948 State of California.

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 2nd day of August, 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 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 labor, equipment; transportation and other expense necessary for the wrecking for salvage of materials, approximately 50% of Hospital Wards Nos. T-2335, T-2336, T-2337, T-2354, T-2355 and T-2356, and converting into two-bedroom, semi-finished housing units, approximately 50% of said buildings; 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

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

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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 | \$ 1.65 per hour |
| Laborer | 1.15 per hour |

Foreman to receive not less than \$1.00 above trade classification.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 60 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 the following sums, to-wit:

For wrecking approximately 50%, and converting into two-bedroom semi-finished housing units, of Hospital Wards Nos. T-2335, T-2336, T-2337, T-2354, T-2355 and T-2356, a sum equal to the cost of the said work, plus a fixed fee profit of \$200.00 above cost for each of said buildings. That the total estimated cost of said work is \$9000.00.

That said payments shall be made as follows: On Saturday of each week, there shall be paid to the contractor a sum equal to the value of said work performed up to said day. Said weekly payments shall be based on the weekly work costs taken from the time cards, and the insurance costs submitted by the contractor. The balance of said contract price shall be paid to said contractor thirty-five (35) days after the completion of the work and the acceptance of the same by the City.

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

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

F. E. YOUNG

Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 8th day of August, 1946.

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 \$9,000.00

Dated Aug. 9, 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 (256)

Memo F. E. Young (To wreck Bldgs. T-2335, 2336, 2337, 2354, 2355, 2356)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract - F. E. Young, wreck certain Camp Callan buildings; being Document No. 364361.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sick Deputy

KNOW ALL MEN BY THESE PRESENTS, That MAGEE-HALE PARK-O-METER 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 Six thousand one hundred fifty Dollars (\$6,150.00), lawful money of the United States of America, to be 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 _____ day of August, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered in to the annexed contract with The City of San Diego, to furnish, deliver and install in The City of San Diego, 400 Model "E" Park-O-Meters (Automatic), complete with one coin box per meter, and Park-O-Meter collector device; 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.

MAGEE-HALE PARK-O-METER COMPANY
RAYFORD S. REID

Executive Vice President

Principal

(SEAL)

ATTEST: DEA SCOTT

Secretary

NATIONAL SURETY CORPORATION

Surety

By NATHANIEL P. GARDNER, JR.

Nathaniel P. Gardner, Jr.

Attorney in Fact. (SEAL)

WITNESS: DORIS SCHROEDER

I HEREBY APPROVE the form of the within Bond, this 7th day of August, 1946.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 8th day of August, 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 5th day of August, 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 MAGEE-HALE PARK-O-METER 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, deliver and install in The City of San Diego, at the locations to be designated by the City Manager of said City, 400 Model "E" Park-O-Meters (Automatic), complete with one coin box per meter and Park-O-Meter collector device, together with one year's supply of spare parts and one set of service tools; all in accordance with the bid of said Magee-Hale Park-O-Meter Company, a corporation, and the specifications therefor contained in Document No. 364106, on file in the office of the City Clerk of said City.

Said contractor agrees to furnish, deliver and install said Park-O-Meters at and for the price of sixty-one and 50/100 dollars (\$61.50) per meter, which said price does NOT include California State Sales or Use Tax.

Said City, in consideration of the furnishing, delivery and installation of said Park-O-Meters 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 sixty-one and 50/100 dollars (\$61.50) per meter, exclusive of California State Sales or Use Tax, at the times and in the manner provided on page 2 of the bid of said Magee-Hale Park-O-Meter Company.

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 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 and installed all of parking meters.

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. 83721 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

MAGEE-HALE PARK-O-METER COMPANY

By RAYFORD S. REID

Executive Vice President

Contractor

(SEAL)

ATTEST: DEA SCOTT
Secretary

I HEREBY APPROVE the form and legality of the foregoing contract this 7th day of August, 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 - Magee-Hale Park-O-Meter, 400 Parking Meters; being Document No. 364390.

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, Dr. Frank St. Sure is the owner of Lot 1 and 2, Block 44, of Fairmount Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this _____ day of June, 1946, by Dr. Frank St. Sure that I will, for and in consideration of the permission granted to remove 20 feet of curbing on El Cajon Blvd. between Winona and 50th 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.

FRANK ST. SURE
4077 Van Dyke

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

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

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

(SEAL)

My Commission expires August 19, 1947

I HEREBY APPROVE the form of the foregoing agreement this 11th day of July, 1946.

R. E. BERRY
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 15 1946 10 min. past 12 P.M. in Book 2180 at page 274 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder

I certify that I have correctly transcribed this document in above mentioned book.
R. N. HOWE
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 Dr. Frank St. Sure; being Document No. 363589.
FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Allen 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, Marshall Naiman is the owner of Lot A (W-1/2), Block 102, of Horton's Addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of July, 1946, by Marshall Naiman, I will, for and in consideration of the permission granted to remove 28 ft. feet of curbing on 11th between Market & Island and Island 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.

MARSHALL TIME CO.
By MARSHALL NAIMAN
Attest: Owner

MARSHALL NAIMAN
1101 Market

INDIVIDUAL ACKNOWLEDGMENT

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

On this 10th day of July, A.D. Nineteen Hundred and forty-six before me Emma Geradehand, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marshall Naiman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 28, 1949

EMMA GERADEHAND
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 13th day of July, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 15 1946 10 min. past 12 P.M. in Book 2180 at page 281 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
R. N. HOWE
E. J. PAUL

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 Marshall Naiman; being Document No. 363631.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. T. Allen 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, Rogue A. Givens is, the owner of Lot 1/2 18 all 19 - 20, Block 104, of Central Park addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 12 day of July, by Rogue A. Givens that _____ will, for and in consideration of the permission granted to remove 20 feet of curbing on Imperial between 30th and 31st, adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs _____ so to do, and comply therewith at _____ own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on Rogue A. Givens (myself) Basie T. Givens and heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ROGUE A. GIVENS
3065 Imperial Ave.
BASIE T. GIVENS

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 12 day of July, A.D. Nineteen Hundred and Forty-six, before me, Mrs. Tinsa Lawson Smith, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Rogue A. Givens known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

Com. Exp. July 9, 1948

I HEREBY APPROVE the form of the foregoing agreement this 16th day of July, 1946.

MRS. TINSA LAWSON SMITH

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 19 1946 1 P.M. in Book 2184 at page 88 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

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 Rogue A. Givens; being Document No. 363675.

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, Emory Skaggs is the owner of Lot 13 & 14, Block 4, of Paulys Addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of July, 1946, by Emory Skaggs, I will, for and in consideration of the permission granted to remove 9 feet of curbing on Mississippi between University and Wightman and 20 feet of curbing on University between Alabama and Mississippi 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 agreement herein named.

EMORY SKAGGS

RFD 1, Box 415A

Lakeside, Cal.

STATE OF CALIFORNIA,)
County of San Diego) ss.

INDIVIDUAL ACKNOWLEDGMENT

On this 12th day of July, A.D. Nineteen Hundred and 46 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Emory Skaggs known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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 16th day of July, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 19 1946 1 P.M. in Book 2184 at page 89 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.

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 Emory Skaggs; being Document No. 363676.

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, Mary Kraus is the owner of Lot 5, Block 48, of Middletown,

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of July, 1946, by Mary Kraus I will, for and in consideration of the permission granted to remove 33 feet of curbing on State between Grape and Hawthorne 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 shall be made subject to the condition and agreement herein named.

MRS. MARY KRAUS

2220 State St.

STATE OF CALIFORNIA,

INDIVIDUAL ACKNOWLEDGMENT

County of San Diego

ss.

On this 15th day of July, 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 Mary Kraus known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires Aug. 13, 1949

MARK M. SAUNDERS
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 16th day of July, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 19 1946 1 P.M. in Book 2184 at page 90 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.

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 Mary Kraus; being Document No. 363677.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Adams 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, H. A. Presher is the owner of Lot South 22 ft. Lot 2 and the north 14 ft. of Lot 3, Block 26, of Resubdivision of Blocks K and L Teralta

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of July, 1946, by H. A. Presher that I will, for and in consideration of the permission granted to remove 32 ft. feet of curbing on 41st between El Cajon Blvd. and Orange 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 agreement herein named.

H. A. PRESHER

4616 Van Dyke

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 16th day of July, 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 H. A. Presher known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 17th day of July, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 19 1946 1 P.M. in Book 2178 at page 387 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

M. AVERILL

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from H. A. Presher; being Document No. 363768.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Adams 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, KRIEGER OIL CO. OF CALIFORNIA is the Lessee of Lots 1 to 12 and 24 to 29, Block 376, of E. O. Rogers Subdivision, west of Pacific Highway

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of July, 1946, by KRIEGER OIL CO. OF CALIFORNIA, It will, for and in consideration of the permission granted to remove 150 feet of curbing on Pacific Highway between Rosecrans and Gaines adjacent to the above described property, bind itself to, and it hereby by these presents agrees to re-

move any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on its heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

(SEAL)
ATTEST: JESSIE DOLFIN
Secretary

KRIEGER OIL CO. OF CALIFORNIA
By W. G. KRIEGER, President
225 W. Compton Blvd.,
Clearwater, Calif.

STATE OF CALIFORNIA,)
County of Los Angeles) ss. CORPORATION ACKNOWLEDGMENT

On this day 12th, A.D. Nineteen Hundred and 46, before me the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. G. Krieger and Jessie Dolfin, known to me to be the president and secretary of the corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal, at my office in Clearwater, County of Los Angeles, State of California, the day and year in this certificate first above written.

OFFICIAL SEAL
My Commission Expires July 1, 1947

E. T. McMAHAN
Notary Public in and for the County of Los Angeles,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 16th day of July, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 19 1946 1 P.M. in Book 2184 at page 91 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.

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 Krieger Oil Company of California; being Document No. 363785.

FRED W. SICK
City Clerk of the City of San Diego, California

By J. T. Tatten Deputy

Bond No. 125236

KNOW ALL MEN BY THESE PRESENTS, That GOLDEN STATE EQUIPMENT COMPANY, as Principal and THE TRAVELERS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Thirteen hundred sixty-nine Dollars (\$1369.00), lawful money of the United States of America, to be 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 August, 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 one (1) Worthington 315 cubic foot gasoline engine driven two-stage air cooled Portable Air Compressor and engine connected through a clutch; 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: DAN J. FOLEY - Sec'y

GOLDEN STATE EQUIPMENT CO.
W. L. McGONIGLE - V. P.
Principal

THE TRAVELERS INDEMNITY COMPANY
Surety

The premium charge for this bond is
is \$10.95, however the premium is subject
to adjustment when the contract is completed
and the final contract price is known.

By W. C. PHILLIPS
W. C. Phillips, Attorney-in-Fact
(SEAL)

I HEREBY APPROVE the form of the within Bond, this 7th day of August, 1946.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 8th day of August, 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 5th day of August, 1946, before me personally came W. C. Phillips to me known, who being by me duly sworn, did depose and say: that he is Attorney-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

(SEAL)
My Commission expires November 18, 1949

J. H. HARGREAVES
J. H. Hargreaves Notary Public
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 5th day of August, 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 GOLDEN STATE EQUIPMENT 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:

One (1) WORTHINGTON 315 cubic foot gasoline engine driven two-stage air cooled Portable Air Compressor and engine connected through a clutch; Electric starting attachment with heavy duty battery and generator; Heavy duty parking brakes; all in accordance with the specifications therefor contained in Document No. 363739, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver the air compressor above described at and for the price of Five thousand four hundred seventy-five dollars (\$5,475.00), which said price DOES NOT include the California State Sales Tax.

Said contractor agrees to deliver said air compressor within 5 days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said air compressor, 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, will pay said contractor the sum of Five thousand four hundred seventy-five dollars (\$5,475.00), exclusive of California State Sales Tax; payment for said air compressor to be made in accordance with purchase order and delivery.

Federal Hindrance Clause.

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 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 it will be bound by each and every part of this contract, and deliver and cause to be delivered all said air compressor, 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. 83772 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

GOLDEN STATE EQUIPMENT CO.

W. L. MCGONIGLE, V.P.

Contractor

(SEAL)

ATTEST: DAN J. FOLEY, Sec'y

I HEREBY APPROVE the form and legality of the foregoing contract this 7th day of August, 1946.

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 \$5,611.88
Dated July 30, 1946.

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego, California
To be paid out of General Fund - Public Works Auto Shop (37-5100)
Memo Golden State Equip. Co. (1-Air Compressor)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Contract - Golden State Equipment Co., air compressor; being Document No. 364409 1/2.

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. C. SLAUGHTER, 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 Two thousand, two hundred fifty Dollars (\$2,250.00), 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 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 5th day of August, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials approximately 50% of Hospital Wards Nos. T-2338, 2339, 2340, 2342, 2343 and 2344, and converting into two-bedroom, semi-finished housing units, approximately 50% of said buildings; located at Camp Callan, 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.

JIM C. SLAUGHTER
Principal
HARTFORD ACCIDENT & INDEMNITY COMPANY
By MARSTON BURNHAM Surety
Marston Burnham, Attorney-in-Fact (SEAL)
ATTEST: G. GORDON HURLBURT
ATTEST: LILLIAN MALBECK

I HEREBY APPROVE the form of the within Bond, this 9th day of August, 1946.
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 9 day of Aug., 1946.
F. A. RHODES
City Manager

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 5th day of August, before me, May Shannon, 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 MARSTON BURNHAM 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 Marston Burnham 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.

MAY SHANNON
Notary Public in and for San Diego County,
State of California
(SEAL)
My Commission expires Nov. 19, 1948

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 5th day of August, 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 other expense necessary for the wrecking for salvage of materials approximately 50% of Hospital Wards Nos. T-2338, 2339, 2340, 2342, 2343 and 2344, and converting into two-bedroom, semi-finished housing units, approximately 50% of said buildings; 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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 | \$ 1.65 per hour |
| Laborer | 1.15 per hour |

Foreman to receive not less than \$1.00 above trade classification.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 30 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 the following sums, to-wit:

For wrecking approximately 50%, and converting into two-bedroom, semi-finished housing units, of Hospital Wards Nos. T-2338, 2339, 2340, 2342, 2343 and 2344, a sum equal to the cost of said work, plus a fixed fee profit above cost of \$200.00 for each of said buildings. That the total estimated cost of said work is \$9000.00.

That said payments shall be made as follows: On Saturday of each week, there shall be paid to the contractor a sum equal to the value of said work performed up to said day. Said weekly payments shall be based on the weekly work costs taken from the time cards, and the insurance costs submitted by the contractor. The balance of said contract price shall be paid to said contractor thirty-five (35) days after the completion of the work and the acceptance of the same by the City.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by the 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 9th day of August, 1946.

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 \$9,000.00

Dated August 13, 1946

J. McQUILKEN

R. W. GERWIG

Auditor and Comptroller of the City of San Diego,
California.

To be paid out of Camp Callan Acquisition Fund (256)

Memo J. C. Slaughter for wrecking Bldg. Nos. T-2338, 2339, 2340, 2342, 2343 and 2344.
Doc. No. 364438

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Contract - J. C. Slaughter, wreck certain Camp Callan buildings; being Document No. 364438.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sicken Deputy

SUPPLEMENTAL CONTRACT

THIS AGREEMENT, made and entered into this 31 day of July, 1946, 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 City of San Diego and said A. D. Kennedy, doing business as CONSTRUCTION QUANTITIES, heretofore on the 20th day of December, 1945, entered into a contract for the furnishing to said City of an estimate of cost for the rehabilitation of the City buildings and grounds now being used by the United States Navy in Balboa Park, in said City, all as more particularly and in detail set forth in the said contract contained in Document No. 258338, on file in the office of said City; and

WHEREAS, the City Manager's Committee on the Rehabilitation of Balboa Park has found that additional work is necessary in connection with the furnishing of said estimate of cost, due to increased labor costs and commodity prices, the cost of which said additional work amounts to the sum of \$2,285.00; and

WHEREAS, said party of the second part has agreed to perform said additional work;

NOW, THEREFORE, in consideration of the premises and the matters and things hereinafter recited, and the mutual consent of the parties, The City of San Diego and said A. D. Kennedy, doing business as Construction Quantities do hereby agree as follows:

The said party of the second part agrees to perform the additional work necessary to refigure each unit of the report of the estimate of cost for the rehabilitation of the Buildings and Grounds now being used by the United States Navy in Balboa Park, and to completely reprint and bind the same, in accordance with the recommendation of the City Manager's Committee on the Rehabilitation of Balboa Park.

Said City, in consideration of the performance of said additional work, and the furnishing of said amended report, according to the terms of this contract, will pay said party of the second part, the sum of \$2,285.00; which said sum shall be in addition to the amount payable by the contract entered into between said City and said party of the second part on the 20th day of December, 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 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 17 day of Aug. 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 Supplemental Contract with A. D. Kennedy, d. b. a. Construction Quantities for additional work; being Document No. 364633.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sicken Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. C. SLAUGHTER, 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 Two thousand five hundred Dollars (\$2,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 12th day of August, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings Nos. T-2308, T-2329; converting Building T-2332 into one 3-bedroom house, and wrecking balance of building; converting Building T-2309 into one 1-bedroom and one 3-bedroom houses, and wrecking balance of building; and converting Buildings T-2330, T-2331 and 2333 into two 3-bedroom houses and wrecking balance of buildings, located at Camp Callan, 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: G. GORDON HURLBURT

JIM C. SLAUGHTER

Principal
HARTFORD ACCIDENT & INDEMNITY COMPANY
Surety

ATTEST: LILLIAN MALBECK

By MARSTON BURNHAM
Marston Burnham, Attorney-in-fact
(SEAL)

I HEREBY APPROVE the form of the within Bond, this 15th day of August, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 16 day of Aug., 1946.

F. A. RHODES

City Manager

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 12th day of August, before me, May Shannon, 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 Marston Burnham, Attorney-in-fact 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 Marston Burnham 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.

MAY SHANNON

Notary Public in and for San Diego County,
State of California.

(SEAL)

My Commission expires Nov. 19, 1948

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 12th day of August, 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, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. T-2308, T-2329; converting Building T-2332 into one 3-bedroom house, and wrecking balance of building; converting Building T-2309 into one 1-bedroom and one 3-bedroom houses, and wrecking balance of building; converting Buildings T-2330, T-2331 & 2333 into two 3-bedroom houses and wrecking balance of buildings; 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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 here-

inafter 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 | \$ 1.65 per hour |
| Laborer | 1.15 per hour |
| Foreman to receive not less than \$1.00 above trade classification. | |

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 _____ 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 the following sums, to-wit:

A sum equal to the actual cost of the wrecking of Buildings T-2308 and T-2329, plus the following fixed fee profits above cost for each of said buildings, as follows: T-2308, \$75.00; T-2329, \$100.00.

For converting Building T-2332 into one 3-bedroom house, and wrecking balance of building, a sum equal to the actual cost of said work, plus a fixed fee profit above cost of \$125.00;

For converting Building T-2309 into one 1-bedroom and one 3-bedroom houses, and wrecking balance of building, a sum equal to the actual cost of said work, plus a fixed fee profit above cost of \$200.00;

For converting Buildings T-2330, T-2331 and 2333 into two 3-bedroom houses, and wrecking balance of said buildings, a sum equal to the actual cost of said work, plus a fixed fee profit above cost of \$200.00 for each of said buildings.

That the estimated cost of said work is \$10,000.00.

That said payments shall be made as follows: On _____ of each week, there shall be paid to the contractor a sum equal to the value of said work performed up to said day. Said weekly payments shall be based on the weekly work costs taken from the time cards, and the insurance costs submitted by the contractor. The balance of said contract price shall be paid to said contractor thirty-five (35) days after the completion of the work and the acceptance of the same by the City.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by the 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 15th day of August, 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 J. C. Slaughter for wrecking for salvage etc., certain buildings at Camp Callan; being Document No. 364641.

FRED W. SICK

City Clerk of the City of San Diego, California

By H. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That JAMES P. TWOHY, as Principal and NEW YORK CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand five hundred Dollars (\$1,500.00), 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 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 9th day of August, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings Nos. T-301, T-303 and 303B (one building), T-304, T-307, T-310 and T-311, located at Camp Callan, 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.

JAMES P. TWOHY

James P. Twohy Principal

NEW YORK CASUALTY COMPANY (SEAL)

Surety

By E. T. Starke Attorney-in-Fact

I HEREBY APPROVE the form of the within Bond, this 16th day of August, 1946.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney
F. A RHODES
City Manager

I HEREBY APPROVE the foregoing bond this 16 day of Aug., 1946.

STATE OF CALIFORNIA, } ss.:
County of San Diego

On this 16th day of August in the year One Thousand Nine Hundred and Forty-six before me Algy E. Lillcrap a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared E. T. Starke known to me to be the Attorney-in-Fact of the New York Casualty Company, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

(SEAL) ALGY E. LILLCRAP
Notary Public in and for the County of San Diego, State of California
My Commission expires May 29th, 1949

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 9th day of August, 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 JAMES P. TWOHY, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. T-301, T-303 and 303B (one building), T-304, T-307, T-310 and T-311; 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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 | \$ 1.65 per hour |
| Laborer | 1.15 per hour |

Foreman to receive not less than \$1.00 above trade classification.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five 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 the following fixed fee profits above cost for each of the following buildings: No. T-301, \$100.00; No. T-303 and 303B (one building), \$150.00; No. T-304, \$75.00; No. T-307, \$150.00; T-310, \$75.00; and T-311, \$100.00.

That the total estimated cost of said work is \$6000.00.

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

JAMES P. TWOHY

Contractor

I HEREBY APPROVE the form and legality of the foregoing contract, this 16 day of Aug., 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 James P. Twohy for wrecking for salvage certain buildings at Camp Callan; being Document No. 364642.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. A. Rhodes Deputy

Contract No. W-04-161(S.C.-IX)-62

C O N T R A C T

CONTRACTOR & ADDRESS: The City of San Diego
A Municipal Cooperation
San Diego, California

CONTRACT FOR: Furnishing of Water

PLACE: Camp Lockett
Campo, California

PAYMENTS: to be made by Finance Officer, U. S. Army, Los Angeles, California,
or his duly appointed successor.

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 following allotments, the available balances of which are sufficient to cover the cost of the same.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority, 212/60905 659-1201 P 320-07 S42-072 the available balance of which is sufficient to cover cost of same.

Approved: R. C. CRAWFORD

R. C. Crawford

Brigadier General

Acting Chief of Engineers

G. W. DURHAM
Lt. Colonel, F.D.

Contract No. W-04-161(S.C.-IX)-62

THIS CONTRACT entered into this 14th day of May, 1946, by and between THE UNITED STATES OF AMERICA, hereinafter called the Government, represented by the Contracting Officer executing this contract, and The City of San Diego, a Municipal Corporation of the State of California, hereinafter called the City,

WITNESSETH THAT:

WHEREAS, prior to the 1st day of June 1942, the Government and the City entered into negotiations for the provision of water from the Morena Reservoir of the City to the Government, for its use at Camp Lockett, California; and

WHEREAS, thereafter, from on or about the 1st day of June 1942 to and including on or about the 30th day of April 1946, the City did furnish and make available water to the Government from Morena Reservoir for its use at Camp Lockett and Mitchell Convalescent Hospital; and

WHEREAS, said services related to the prosecution of the War, and were performed by the City in good faith relying upon the request of an officer or agent in the War Department; and

WHEREAS, no formal contract instrument has previously been executed providing payment for the above described services, and the amount hereinafter provided has been determined to be fair compensation therefor; and

WHEREAS, the execution of this contract has been authorized by or in behalf of the Secretary of War pursuant to authority of the Contract Settlement Act of 1944;

NOW THEREFORE, it is hereby mutually agreed as follows:

ARTICLE 1. Payment. The City shall be paid upon the submission of properly certified invoices or vouchers, the sum of Twenty-five Thousand Dollars (\$25,000.00) for all water and water services rendered as hereinbefore stated, for use at Camp Lockett and Mitchell Convalescent Hospital, from the 1st day of June 1942 to and including the 30th day of April 1946.

ARTICLE 2. Release. Upon payment in accordance with the terms hereof the City hereby releases and discharges the Government from any and all claims and liability for furnishing said water and services in connection herewith.

ARTICLE 3. Warranty. The City hereby warrants that, in furnishing the above described water, services and facilities, the City complied with all provisions required by Federal Law or Executive Order to be incorporated in War Department contracts for procurements of this nature.

ARTICLE 4. 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 5. Covenant Against Contingent Fees. The City warrants that they have not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the City for the purpose of securing business.

ARTICLE 6. Approval. This contract shall be subject to the approval of The Chief of Engineers, United States Army, Washington, D.C., and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

Two witnesses:
A. E. CURTIS
253 Civic Center
BETTY BLEW
253 Civic Center

THE UNITED STATES OF AMERICA
By H. B. GRUNDTVIG
H. B. Grundvig, Major, QMC
Chief, Purchasing Branch
(Contracting Officer)
THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

I HEREBY APPROVE the form and legality of the foregoing Contract this 14th day of May 1946.
J. F. DuPAUL, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The United States of America for furnishing water to Camp Lockett and Mitchell Convalescent Hospital; being Document No. 364509.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. SICK Deputy

The City of San Diego
San Diego, California
AGREEMENT - WATER MAIN EXTENSION
Description of Property: Lot 38 and 39 Block 28 Subdivision Fortuna Park
Name of Street where Water Main has been Installed: Sequoia Street
Water Main has been Installed Between: La Playa Avenue and Roosevelt Avenue
Total Amount to be paid: Fifty Dollars. (\$50.00)
No. of Equal Installments: Ten Amount of each Installment: \$5.00
Pursuant to provisions of ordinance No. 3063 (New Series) and ordinance No. 3173 (New Series) of the Ordinances of the City of San Diego, California, providing for the installation of permanent water mains in city streets and alleys and the method of payment of such installations, the undersigned owners of the above described property for and in consideration of the City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to the City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.
CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager
Approved as to form: J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney
Owner's
Signature ANTHONY VERRINE
Address 3856 Sequoia Street

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 26th day of June, A.D. Nineteen Hundred and 46 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Anthony Verrine 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.

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

| SCHEDULE OF PAYMENTS | | | |
|----------------------|--------|-----------|----------------|
| Date Due | Amount | Date Paid | Receipt Number |
| 7/1/46 | 5.00 | 6/26/46 | 2947 |
| 8/1/46 | 5.00 | | |
| 9/1/46 | 5.00 | | |
| 10/1/46 | 5.00 | | |
| 11/1/46 | 5.00 | | |
| 12/1/46 | 5.00 | | |
| 1/1/47 | 5.00 | | |
| 2/1/47 | 5.00 | | |
| 3/1/47 | 5.00 | | |
| 4/1/47 | 5.00 | | |

RECORDED JUL 15 1946 10 min. past 12 P.M. in Book 2171 at page 443 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.

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 Payment for Installation of Water Main Agreement from Anthony Verrine; being Document No. 363530.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

The City of San Diego
San Diego, California

AGREEMENT - WATER MAIN EXTENSION

Description of Property: Lot A and B Block 28 Subdivision Fortuna Park
Name of Street where Water Main has been Installed: Crown Point Drive
Water Main has been installed between: La Playa Avenue and Sequoia Street
Total Amount to be paid: One hundred and twenty five Dollars. (\$125.00)
No. of equal Installments: One at Amount of each \$15.00
Eleven at Installment \$10.00

Pursuant to provisions of ordinance No. 3063 (New Series) and ordinance No. 3173 (New Series) of the ordinances of the City of San Diego, California, providing for the installation of permanent water mains in city streets and alleys and the method of payment of such installations, the undersigned owners of the above described property for and in consideration of the City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to the City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

CITY OF SAN DIEGO

By G. E. ARNOLD
Assistant City Manager

Owner's

Signature MRS. C. H. BURROWS
Address 3810 Crown Point Drive

Approved as to form:

J. F. DuPAUL, City Attorney

By J. H. McKINNEY
Deputy City Attorney

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 3rd day of July, A. D. Nineteen Hundred and 46 before me Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. C. H. Burrows 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.

FRED W. SICK

(SEAL)

My Commission expires May 18, 1947

Notary Public in and for the County of San Diego,
State of California

SCHEDULE OF PAYMENTS

| Date Due | Amount | Date Paid | Receipt Number |
|----------|--------|-----------|----------------|
| 7/1/46 | 15.00 | 7/3/46 | 3163 |
| 8/1/46 | 10.00 | | |
| 9/1/46 | 10.00 | | |
| 10/1/46 | 10.00 | | |
| 11/1/46 | 10.00 | | |
| 12/1/46 | 10.00 | | |
| 1/1/47 | 10.00 | | |
| 2/1/47 | 10.00 | | |
| 3/1/47 | 10.00 | | |
| 4/1/47 | 10.00 | | |
| 5/1/47 | 10.00 | | |
| 6/1/47 | 10.00 | | |

RECORDED JUL 15 1946 10 min. past 12 P.M. in Book 2171 at page 445 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.

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 Payment for Installation of Water Main Agreement from Mrs. C. H. Burrows; being Document No. 363532.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That STANDARD IRON WORKS, 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 FORTY-SEVEN AND NO/100 (\$947.00) Dollars, lawful money of the United States of America, to be 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 August, 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 to said City two (2) horizontal, split-case, centrifugal pumps, and seven (7) vertical, close-coupled type, centrifugal pumps, for the Alvarado Filtration Plant; the said Principal also guarantees that all equipment will perform as specified under the prescribed conditions and that the Principal will make good at his own expense any equipment found to be faulty or does not meet the specification requirements as determined within the testing period; the said Principal also guarantees the materials and workmanship used in the manufacture of the pumps and materials furnished under the contract to be as specified and agreed upon, free from injurious defects and in all respects satisfactory for the service in which required; the said Principal also guarantees satisfactory performance under operating conditions for a period of one year after after beginning operation; provided operating tests shall be made not later than one year after delivery of said pumps to THE CITY OF SAN DIEGO: in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said Principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

STANDARD IRON WORKS (SEAL)
By P. E. PIEPENBRINK, Sales Manager
Principal
AMERICAN SURETY COMPANY OF NEW YORK
By RALPH E. SMITH
Ralph E. Smith,
Attorney-in-fact
(SEAL)

ATTEST: P. M. STRAUBINGER, Sec'y.

I HEREBY APPROVE the form of the within Bond, this 8th day of August, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

STATE OF CALIFORNIA)
County of San Diego) ss.:

On this 1st day of August in the year One Thousand Nine Hundred and Forty-six 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,
My Commission expires Feb. 21, 1948 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 1st day of August, 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 STANDARD IRON WORKS, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- Two (2) 3000 gpm, 66-foot head, horizontal split-case, centrifugal pumps and motors (Mark W-3) for filling the wash water tank; one pump to be arranged for clockwise rotation and the other for counter clockwise rotation, at Alvarado Filtration Plant;
- Two (2) 250 fpm 90-foot head, close-coupled type, centrifugal pumps, suitable for vertical mounting (Mark S-2), for pumping filtered water from the effluent Venturi meter structure to the plant service water tank, at Alvarado Filtration Plant;
- One (1) 250 gpm 80-foot head, close-coupled type, centrifugal pump, suitable for vertical mounting (Mark W-4), for pumping filtered water from the wash water tank to the settling basins for high-pressure, washdown service, at Alvarado Filtration Plant;
- Four (4) 250 gpm 25-foot head, close-coupled type, centrifugal pumps suitable for vertical mounting (Mark B-5), for pumping concentrated sodium chloride brine in the zeolite building, at Alvarado Filtration Plant;

all in accordance with the specifications therefor contained in Document No. 362582, on file in the office of the City Clerk of said City; true copies of which said specifications are hereto annexed, by reference thereto incorporated herein and made a part hereof as though fully set forth herein.

Said contractor hereby agrees to furnish and deliver the said centrifugal pumps, at and for the following prices, to-wit:

| Item No. | Description, quantity, and price. | Amount |
|----------|---|------------|
| 1-1 | Two 3000 gpm, 66-foot head, horizontal split-case, centrifugal pumps and motors (Mark W-3) for filling the wash water tank, one pump to be arranged for clockwise rotation and the other for counter clockwise rotation, \$1121.12 per pump - | \$2,242.24 |
| 2-1 | Two 250 gpm 90-foot head, close-coupled type, centrifugal pumps, suitable for vertical mounting (Mark S-2), for pumping filtered water from the effluent Venturi meter structure to the plant service water tank, at \$250.55 per pump - | 501.10 |
| 2-2 | One 250 gpm 80-foot head, close-coupled type, cen- | |

| | | |
|-----|--|--------|
| | trifugal pump, suitable for vertical mounting (Mark W-4), for pumping filtered water from the wash water tank to the settling basins for high-pressure, wash-down service, for the lump sum of \$250.55 - | 250.55 |
| 2-3 | Four 250 gpm 25-foot head, close-coupled type, centrifugal pumps suitable for vertical mounting (Mark B-5), for pumping concentrated sodium chloride brine in the zeolite building, at \$198.15 per pump - | 792.60 |

Said prices do NOT include the California State Sales Tax, and are subject to the PRICE ADJUSTMENT CLAUSE contained in Document No. 362582, on file in the office of the City Clerk of said City, a true copy of which is attached hereto and made a part hereof; which Price Adjustment Clause is hereby made a part hereof as though fully set forth herein.

Said contractor agrees to deliver said centrifugal pumps to said City within 260 days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said pumps, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor undertaken and agreed upon, and the acceptance of said pumps by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of Three Thousand seven-hundred eighty-six and 49/100 dollars (\$3,786.49, plus the California State Sales Tax, subject to the said Price Adjustment Clause.

Payment for said pumps will be made in accordance with purchase order and delivery.

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. 83697 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

STANDARD IRON WORKS

P. E. PIEPENBRINK, Sales Manager

Contractor

(SEAL)

ATTEST: P. M. STRAUBINGER
Sec'y & Treas.

I HEREBY APPROVE the form and legality of the foregoing contract this 8th day of Aug., 1946.

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 \$3,881.18

Dated July 22, 1946

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego,
California.

To be paid out of Water System Extension Bond Fund (708)

Memo Standard Iron Works (Schedule I - 2 Centrifugal Pumps, Schedule II - 7 Centrifugal Pumps)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Standard Iron Works for Furnishing Centrifugal Pumps; being Document No. 364389.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sicken Deputy

KNOW ALL MEN BY THESE PRESENTS, That HUDSON-TUCKER, INC., as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand five hundred Dollars (\$2,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of August, 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 The City of San Diego, from time to time as ordered and required by said City, all of its requirements of 5/8" x 3/4", 3/4" x 3/4" and 1", Type 2, Model "G", Worthington-Gamon water meters and connections, for the period of six months beginning August 15, 1946,

and ending February 14, 1947; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: H. F. TUCKER, Sec'y

HUDSON-TUCKER, INC. (SEAL)
W. H. HUDSON
Principal
MARYLAND CASUALTY COMPANY
Surety

I HEREBY APPROVE the form of the within Bond, this 16th day of August, 1946.

By F. F. EDELEN
Its Attorney in Fact (SEAL)
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 16 day of Aug., 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 13th day of August, 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.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 13th day of August, 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 HUDSON-TUCKER, INC., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

The City's requirements of 5/8" x 3/4", 3/4" x 3/4" and 1", Type 2, Model "G", Worthington-Gamon water meters and connections, in accordance with the specifications therefor contained in Document No. 363477, on file in the office of the City Clerk of said City, for the period of six months beginning August 15, 1946, and ending February 14, 1947, together with parts for said meters.

Said contractor agrees to furnish and deliver said meters above described at and for the following prices, to-wit:

| | | | |
|-------------|--------------------|---|-----------------|
| 5/8" x 3/4" | Type 2, Model "G", | Worthington-Gamon meters and connections, | at \$12.90 each |
| 3/4" x 3/4" | " " " " | Worthington-Gamon meters and connections, | " \$18.90 each |
| 1" " " " | " " " " | Worthington-Gamon meters and connections, | " \$27.72 each |

Said contractor will furnish meter parts at 65% discount off the "Parts Price List" on file in the office of the Purchasing Agent of said City, or any subsequently issued list that supplements or takes the place of said price list. Said prices above mentioned and those contained in the Parts Price List do not include the California State Sales Tax, which will be paid by the City.

The total requirements are estimated to be 500 meters, but should purchases not amount to 500 meters during the contract period the City shall not be required to make any price or other adjustment, nor pay any price differential in excess of the above mentioned prices. The City also reserves the option to purchase additional meters under the same price terms and conditions.

Said City agrees that it will purchase from the contractor, during the period of this contract, all of its requirements of said meters; and in consideration of the furnishing and delivery of said meters and parts by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said meters by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, in accordance with the terms and prices hereinabove set forth. Payments will be made monthly for said meters and parts purchased in accordance with purchase orders and deliveries.

Federal Hindrance Clause.

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 days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extend-

ing 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. 83868 of the Council authorizing such execution, and the contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
HUDSON-TUCKER, INC. (SEAL)
W. H. HUDSON
Contractor

ATTEST: H. F. TUCKER, Sec'y

I HEREBY APPROVE the form and legality of the foregoing contract this 16th day of August, 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 Hudson-Tucker, Inc. for furnishing water meters and connections; being Document No. 364659.

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, J. L. Learner is the owner of Lots 19 & 20, Block F, of Teralta

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of July, 1946, by J. L. Learner that he will, for and in consideration of the permission granted to remove 45 feet of curbing on El Cajon between 43rd and Fairmount 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.

J. L. LEARNER
4340 El Cajon, San Diego, Calif.

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 2nd day of July, A.D. Nineteen Hundred and forty-six before me W. W. Duffield, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. L. Learner known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) W. W. DUFFIELD
Notary Public in and for the County of San Diego,
State of California.
My Commission expires May 7, 1949

I HEREBY APPROVE the form of the foregoing agreement this 9th day of July, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 15 1946 10 min. past 12 P.M. in Book 2196 at page 28 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.

J. MARTIN
Copyist County Recorder's Office, 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. L. Learner; being Document No. 363513.

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, FRED R. COOK is the owner of southwesterly 60 ft. of Lots 25 and 26 in Block 30, of Ocean Beach

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of July, 1946, by Fred R. Cook that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Ebers between Cape May and Saratoga 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.

FRED R. COOK
4932 Narragansett

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 2nd day of July, A.D. Nineteen Hundred and Forty-six before me Agnes G. Ells, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred R. Cook known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in 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 19th day of July, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

RECORDED JUL 29 1946 3 min. past 9 A.M. in Book 2166 at page 327 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 R. Cook; being Document No. 363855.

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

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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. Woods is the owner of Lot I, Block 102, of Hortons Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of July, 1946, by Andrew W. Woods I will, for and in consideration of the permission granted to remove 15 feet of curbing on 524-12th Ave. between Market and I 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.

ANDREW W. WOODS
504-12th Ave. San Diego, Calif.

STATE OF CALIFORNIA,)
County of San Diego) ss.

INDIVIDUAL ACKNOWLEDGMENT

On this 19th day of July, A.D. Nineteen Hundred and Forty Six before me G. G. Kasperek, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Andrew W. Woods 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)

G. G. KASPAREK
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 22nd day of July, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

RECORDED JUL 29 1946 3 min. past 9 A.M. in book 2191 at page 318 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.

A. 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 Andrew W. Woods; being Document No. 363897.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT 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, R. W. Smith is the owner of Lot #2, Block 465, of Old Town Subdivision

NOW, THEREFORE, This AGREEMENT, signed and executed this 22 day of July, 1946, by R. W. Smith that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Presidio Dr. between Cosoy and Altamirino adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself and my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

R. W. SMITH
2535 Presidio Drive

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 22nd day of July, A. D. Nineteen Hundred and forty-six before me Mabelle A. Setter, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. W. 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires Jan. 27, 1947

MABELLE A. SETTER
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 23rd day of July, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 29 1946 3 min. past 9 A.M. in Book 2177 at page 278 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 R. W. Smith; being Document No. 363961.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, Kenneth Denton is the owner of Lot 10, Block 262, of Pacific Beach

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of July, 1946, by Kenneth Denton, I will, for and in consideration of the permission granted to remove 21 feet of curbing on Mission Blvd. between Reed St. and Thomas 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.

KENNETH DENTON
945 Hornblend St.
San Diego 9, California

STATE OF CALIFORNIA,)
County of San Diego) ss.

INDIVIDUAL ACKNOWLEDGMENT

On this 15th day of July, A. D. Nineteen Hundred and 46 before me Wayne E. Miller, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Kenneth Denton known to me to be the person described in and whose is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires Feb. 24, 1950

WAYNE E. MILLER
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 22nd day of July, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 29 1946 3 min. past 9 A.M. in Book 2195 at page 146 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

H. KNIGHT

Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Kenneth Denton; being Document No. 363896.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. F. DuPaul Deputy

KNOW ALL MEN BY THESE PRESENTS, That LONG BEACH LIBRARY BINDING COMPANY, as Principal and THE TRAVELERS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand seven hundred fifty Dollars (\$1,750.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of August, 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 bind all books, magazines and music for the San Diego Public Library for the period of one year commencing on the 1st day of July, 1946, and ending on the 30th day of June, 1947; 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.

LONG BEACH LIBRARY BINDING CO.

A. W. RAFFERTY (partner)

Principal

THE TRAVELERS INDEMNITY COMPANY

Surety.

By W. C. PHILLIPS

W. C. Phillips, Attorney-in-Fact
(SEAL)

I HEREBY APPROVE the form of the within Bond, this 16th day of August, 1946.

J. F. DuPAUL, City Attorney

By J. H. MCKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 16 day of Aug., 1946.

F. A. RHODES, City Manager

STATE OF CALIFORNIA

ss.

County of Los Angeles

On this 1st day of August, 1946, before me personally came W. C. Phillips to me known, who being by me duly sworn, did depose and say: that he is Attorney-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

J. H. HARGREAVES

J. H. Hargreaves, Notary Public

(SEAL)

My Commission Expires November 18, 1949

Notary Public

In and for the County of Los Angeles, State of California

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 1st day of August, 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 LONG BEACH LIBRARY BINDING COMPANY, a co-partnership, 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 bind all books, magazines and music for the San Diego Public Library, from time to time as ordered or required by the City, during the period of one year commencing on the 1st day of July, 1946, and ending on the 30th day of June, 1947; all in accordance with the specifications therefor contained in Document No. 362591, on file in the office of the City Clerk of said City.

Said contractor agrees to do all of said binding at and for the following prices, to-wit:

BOOKS, Buckram and Picture Covers: 8-inch, \$.92; 10-inch, \$1.15; 12-inch, \$1.35; 14-inch, \$1.80; 16-inch \$2.10.

MAGAZINES, Buckram A.L.A. specifications: 10-inch, \$2.40; 12-inch, \$2.75; 14-inch, \$3.00; 16-inch, \$3.50.

MUSIC, Buckram, hand-sewing: 10-inch, \$2.50; 12-inch, \$3.00; 14-inch, \$3.50; 16-inch, \$4.00.

Said prices do not include California State Sales Tax on material furnished.

Said City, in consideration of the binding of said books, magazines and music by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said work by said City, will pay said contractor the following sums, to-wit:

BOOKS, Buckram and Picture Covers: 8-inch, \$.92; 10-inch, \$1.15; 12-inch, \$1.35; 14-inch, \$1.80; 16-inch, \$2.10.

MAGAZINES, Buckram A.L.A. specifications: 10-inch, \$2.40; 12-inch, \$2.75; 14-inch, \$3.00; 16-inch, \$3.50;

MUSIC, Buckram, hand-sewing: 10-inch, \$2.50; 12-inch, \$3.00; 14-inch, \$3.50; 16-inch, \$4.00.

Said prices do not include California State Sales Tax on material furnished.

Payments will be made monthly for books, magazines and music bound, in accordance with purchase orders and delivery.

Federal Hindrance Clause.

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 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 bound all of said books, magazines and music, 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. 83723 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

LONG BEACH LIBRARY BINDING COMPANY

A. W. RAFFERTY (partner)

Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 16th day of August, 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 Long Beach Library Binding Company for binding books, magazines and music; being Document No. 364660.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

BOND NO. S-221509

KNOW ALL MEN BY THESE PRESENTS, That HARRY C. JONES, as Principal and ROYAL INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Five hundred thirty-three Dollars (\$533.00), lawful money of the United States of America, to be 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 8th day of August, 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 supply The City of San Diego Public Library with newspaper and magazine subscriptions for a period of one year beginning September 1, 1946, and ending August 31, 1947; 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. M. STEELE

HARRY C. JONES
Principal
ROYAL INDEMNITY COMPANY
Surety

By RALPH E. BACH
Its Attorney-in-Fact (SEAL)
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 16 day of Aug., 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 8th day of August, in the year 1946, before me, Maxine B. Taylor, a Notary Public in and for the County and State aforesaid, personally appeared Ralph E. Bach 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 principal, and his own name as Attorney-in-Fact.

(SEAL) MAXINE B. TAYLOR
Notary Public in and for said County and State.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of August, 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 HARRY C. JONES, 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 City of 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. 362284, on file in the office of the City Clerk of said City, for a period of one (1) year beginning September 1, 1946, and ending August 31, 1947; EXCEPTING, however, from said list the following newspapers and magazines: Daily Oklahoman; Fargo Forum Morning & Sunday; Honolulu Star Bulletin (Sat. Ed.); Imperial Valley Press; Nevada State Journal; Montana Standard; Sioux Falls Daily Argus Leader; Toronto Star; Vancouver Sun; Arts & Human Interest; Great Britain and the West; Social Service Digest; Tech Book World Magazine; U. S. A. Book News; Public Personal Studies; and Seattle Municipal News. Said newspaper and magazine subscriptions to be furnished in accordance with the specifications therefor contained in said Document No. 362284.

Said contractor hereby agrees to furnish said newspaper and magazine subscriptions to said City for the sum of Two thousand one hundred twenty-nine Dollars (\$2,129.00); said price being subject to any change in subscription fees made by publishers prior to the date of the award of contract.

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 Two thousand one hundred twenty-nine Dollars (\$2,129.00), subject to any change in subscription fees made by publishers prior to the date of the award of contract. 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.

All newspapers and magazines shall be delivered to locations within The City of San Diego specified by the City Librarian.
Federal Hindrance Clause.

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 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 newspaper and magazine subscriptions, 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. _____ 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

HARRY C. JONES

Contractor

ATTEST: ETHEL A. JONES

I HEREBY APPROVE the form and legality of the foregoing contract this 16th day of August, 1946.

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 \$118.80.

Dated July 30, 1946.

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego,
California

To be paid out of General Fund Library (20-2-3271)

Memo Harry C. Jones (Magazines & Subscriptions)

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 \$2,010.20

Dated July 30, 1946.

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego,
California.

To be paid out of General Fund - Library (20-1-3271)

Memo H. C. Jones (Magazine & Newspaper Subscriptions)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Harry C. Jones for furnishing magazine and newspaper subscriptions for Public Library; being Document No. 364661.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That INDUSTRIES SUPPLY COMPANY, a co-partnership, 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 Two thousand five hundred Dollars (\$2,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of August, 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 The City of San Diego, from time to time as ordered and required by said City, all of its requirements of 5/8" x 3/4", 3/4", 1", 1-1/2" and 2", Type 3, Badger water meters and connections, for the period of six months beginning August 15, 1946; and ending February

14, 1947; 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

INDUSTRIES SUPPLY CO.
By PAUL B. RAYBURN JR. - Partner
By PAUL B. RAYBURN - Partner
Principal
COLUMBIA CASUALTY COMPANY
Surety

ATTEST: R. D. MOSK

By A. H. ANDERSON
(A. H. Anderson) Attorney-in-fact
(SEAL)

I HEREBY APPROVE the form of the within Bond, this 16th day of August, 1946.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney.

I HEREBY APPROVE the foregoing bond this 16 day of Aug., 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 14th day of August, 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.

(SEAL) BENJAMIN POLAK
Notary Public in and for said County and State
My commission expires Jan. 14, 1950.

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, 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 INDUSTRIES SUPPLY COMPANY, a copartnership, 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 5/8" x 3/4", 3/4", 1", 1-1/2" and 2", Type 3, Badger water meters and connections, in accordance with the specifications therefor contained in Document No. 362477, on file in the office of the City Clerk of said City, for the period of six months beginning August 15, 1946, and ending February 14, 1947, together with parts for said meters.

Said contractor agrees to commence deliveries of the 5/8" x 3/4" meters 60 days after receipt of order, supplying 100 meters at that time, an additional 100 meters in 90 days, and thereafter as required by the City. On larger sized meters deliveries shall start 120 days after receipt of order.

Said contractor agrees to furnish and deliver said meters above described at and for the following prices, to-wit:

| | |
|---|--------------|
| 5/8" x 3/4" Type 3, Badger meters with connections, | \$13.22 each |
| 3/4" " " " " " " | \$19.37 each |
| 1" " " " " " " | \$28.41 each |
| 1-1/2" " " " " " " | \$51.66 each |
| 2" " " " " " " | \$77.49 each |

Said contractor will furnish meter parts at 40% discount off the "Parts Price List" on file in the office of the Purchasing Agent of said City, or any subsequently issued list that supplements or takes the place of said price list. Said prices above mentioned and those contained in the Parts Price List include the California State Sales Tax.

The total requirements are estimated to be 500 meters, but should purchases not amount to 500 meters during the contract period the City shall not be required to make any price or other adjustment, nor pay any price differential in excess of the above mentioned prices. The City also reserves the option to purchase additional meters under the same price terms and conditions.

Said City agrees that it will purchase from the contractor, during the period of this contract, all of its requirements of said meters; and in consideration of the furnishing and delivery of said meters and parts by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said meters 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. Payment will be made for said meters and parts in accordance with purchase orders and deliveries.

Federal Hindrance Clause.

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 days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extend-

ing the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

Said contractor hereby agrees that _____ will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 83867 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

INDUSTRIES SUPPLY CO.

By PAUL B. RAYBURN JR. - Partner

By PAUL B. RAYBURN - Partner

ATTEST: JOHN A. HORRELL

I HEREBY APPROVE the form and legality of the foregoing contract this 16th day of August, 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 Industries Supply Company for furnishing water meters and connections; being Document No. 364662.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

UNDERTAKING FOR STREET LIGHTING

San Diego Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two Thousand Ninety-one and no/100 Dollars (\$2091.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of August, 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" and amendments thereto to do all work upon KETTNER BOULEVARD, INDIA STREET, COLUMBIA STREET, STATE STREET, UNION STREET, FRONT STREET, FIRST AVENUE, A STREET, B STREET, C STREET, and BROADWAY, within the limits and as particularly described in Resolution of Intention No. 82835, adopted by the Council of said City on March 26, 1946, 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 Pres.

Principal

THE CENTURY INDEMNITY COMPANY

By FRANKLIN T. HALE

Attorney-in-Fact Surety

(SEAL)

STATE OF CALIFORNIA,)

County of San Diego)

ss.

On this 5th day of August, 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 19th day of August, 1946.

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. 83732 passed and adopted on the 23rd day of July, 1946, require and fix the sum of \$2091.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of the City of San Diego.

By AUGUST M. WADSTROM, Deputy

(SEAL)

CONTRACT FOR STREET LIGHTING

San Diego Lighting District No. 1

THIS AGREEMENT, made and entered into this 20th day of August, 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 the following streets in the City of San Diego, California, to-wit:

The easterly 20.00 feet of KETTNER BOULEVARD, between the westerly prolongation of the north and south lines of C Street;

INDIA STREET, between the southerly line of Ivy Street and the north line of Broadway;

COLUMBIA STREET, between the south line of Beech Street and the north line of Broadway;

STATE STREET, between the southerly line of Elm Street and the north line of Broadway;

UNION STREET, between the south line of B Street and the north line of Broadway;

FRONT STREET, between the south line of B Street and the north line of Broadway;

FIRST AVENUE, between the south line of Beech Street and the north line of Broadway;

A STREET, between the east line of India Street and the west line of Front Street;

A STREET, between the east line of Front Street and a line parallel to and distant 14.00 feet easterly from the west line of Second Avenue;

B STREET, between a line parallel to and distant 100.00 feet westerly from the west line of India Street and a line parallel to and distant 100.00 feet easterly from the east line of First Avenue;

C STREET, between the east line of Kettner Boulevard and a line parallel to and distant 100.00 feet easterly from the east line of First Avenue; and

BROADWAY, between a line parallel to and distant 160.00 feet westerly from the northerly prolongation of the west line of California Street and a line parallel to and distant 100.00 feet easterly from the east line of First Avenue.

Such furnishing of electric current shall be for the period of time from and including June 15, 1946, to-wit, to and including June 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 San Diego Lighting District No. 1", filed April 10, 1946 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Eight Thousand Three Hundred Sixty-two and 68/100 Dollars (\$8,362.68) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Eight Thousand Three Hundred Sixty-two and 68/100 Dollars (\$8,362.68) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Eight Thousand Three Hundred Sixty-two and 68/100 Dollars (\$8,362.68).

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" and amendments thereto, will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY, Vice Pres.

THE CITY OF SAN DIEGO

By WALTER W. AUSTIN

CHARLES B. WINCOTE

ELMER H. BLASE

ERNEST J. BOUD

CHAS. C. DAIL

Members of the Council

(SEAL)

ATTEST: R. C. CAVELL, Secretary

(SEAL)

ATTEST: FRED W. SICK, City Clerk

By AUGUST M. WADSTROM, Deputy

I HEREBY APPROVE the form of the foregoing Contract, this 19th day of August, 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 San Diego Gas & Electric Company for San Diego Lighting District No. 1; being Document No. 364666.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

UNDERTAKING FOR STREET LIGHTING.

San Diego Lighting District No. 3

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand and twenty-three dollars (\$2,023.00), 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 10th day of August, 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" and amendments thereto to do all work upon SEVENTH AVENUE, EIGHTH AVENUE, NINTH AVENUE, TENTH AVENUE, ELEVENTH AVENUE, ASH STREET, A STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET, and MARKET STREET, within the limits and as particularly described in Resolution of Intention No. 83013, adopted by the Council of said City on April 23, 1946, 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 Pres.

Principal

THE CENTURY INDEMNITY COMPANY

By FRANKLIN T. HALE (SEAL)

Surety Attorney-in-Fact

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. 83789 passed and adopted on the 30th day of July, 1946, require and fix the sum of \$2,023.00 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,)

ss.

County of San Diego)

On this 10th day of August, 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)

CONTRACT FOR STREET LIGHTING

San Diego Lighting District No. 3

THIS AGREEMENT, made and entered into this 20th day of August, 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 the following streets, in the City of San Diego, California, to-wit:

SEVENTH AVENUE, between the south line of Beech Street and the north line of F Street;
EIGHTH AVENUE, between the south line of Beech Street and the north line of Market Street;

NINTH AVENUE, between the south line of B Street and the north line of Market Street;
TENTH AVENUE, between the south line of B Street and the north line of Market Street;
ELEVENTH AVENUE, between the south line of B Street and the north line of Market Street;
ASH STREET, between the east line of Seventh Avenue and the west line of Eighth Avenue;
A STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and the west line of Eighth Avenue;

B STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of

Eleventh Avenue;

C STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue;

BROADWAY, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue;

E STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue;

F STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue; and

MARKET STREET, between a line parallel to and distant 14.00 feet west of the east line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue.

Such furnishing of electric current shall be for the period of time from and including July 16, 1946, to-wit, to and including July 15, 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 San Diego Lighting District No. 3", filed May 16, 1946 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Eight thousand eighty-five and 48/100 dollars (\$8,085.48), in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 3 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Eight thousand eighty-five and 48/100 dollars (\$8,085.48) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Eight thousand eighty-five and 48/100 dollars (\$8,085.48)

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" and amendments thereto 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 Pres.

THE CITY OF SAN DIEGO
By WALTER W. AUSTIN
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
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 19th day of August, 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 San Diego Gas & Electric Company for San Diego Lighting District No. 3; being Document No. 364667.

FRED W. SICK
City Clerk of the City of San Diego, Calif.

By F. T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That INTERNATIONAL HARVESTER COMPANY, a corporation, as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four hundred six Dollars (\$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 15th day of August, 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 one (1) International, Model K-5, 1-1/2-2 ton truck; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)

ATTEST: GERARD J. EGER
Assistant Secretary

INTERNATIONAL HARVESTER COMPANY
W. C. SCHUMACHER
Vice President Principal

ATTEST: THERESA FITZGIBBONS
Theresa Fitzgibbons, Agent

FIDELITY AND DEPOSIT COMPANY OF MARY-
LAND
By D. M. LADD
D. M. Ladd, Attorney in Fact
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the form of the within Bond, this 19th day of August, 1946.

I HEREBY APPROVE the foregoing bond this 19 day of Aug., 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA,)
County of Los Angeles) ss:

On this 15th day of August, 1946, 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)
My Commission expires Feb. 18, 1950

S. M. SMITH
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 15th day of August, 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 herein-after sometimes designated as the City, and INTERNATIONAL HARVESTER 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:

One (1) International Truck Model K-5, 1-1/2-2 ton with 233 cubic inch engine Crank-shaft main bearing total projected area of 16.24 inches. Pressure lubrication to all main, connecting rod, piston pin and camshaft bearings, also timing chain.

| | |
|------------------------|---|
| Gross vehicle rating - | 13,500 lbs. |
| Wheel base - | 177" with 102" CA. |
| Chassis Weight | 3820 lbs. |
| Frame - | 8-1/16 x 7/32 x 3" |
| Transmission - | 4 speed forward and one reverse |
| Tire size - | 8.25x20 - 10 ply front and |
| | 8.25x20 - 10 ply dual rear |
| Rear axle - | Full floating with tapered roller bearings. |
| Brakes - | Hydraulic and Hydrovac Booster |
| | Total lining area 293 3/4 inches |

Overload Springs

Other equipment as follows:

Cab; dual windshield wipers;
increased capacity radiator;
DeLuxe oil filter;

in accordance with the specifications therefor contained in Document No. 363740, on file in the office of the City Clerk of said City,

Said contractor agrees to furnish and deliver said International Truck above described at and for the price of One thousand six hundred twenty-three and 29/100 dollars (\$1,623.29), which said price DOES NOT include the California State Sales Tax.

Said City, in consideration of the furnishing and delivery of said International Truck 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, will pay said contractor the sum of One thousand six hundred twenty-three and 29/100 dollars (\$1,623.29), exclusive of California State Sales Tax; payment for said truck to be made in accordance with purchase order and delivery.

Said contractor agrees to deliver said truck within 5 days from and after the date of the execution of this contract.

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 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

(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 said truck, 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. 83771 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
INTERNATIONAL HARVESTER COMPANY
W. C. SCHUMACHER
Vice President Contractor

(SEAL)
ATTEST: GERARD J. EGER
Assistant Secretary

I HEREBY APPROVE the form and legality of the foregoing contract this 19th day of August, 1946.

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 \$1,663.87
Dated July 30, 1946.

J. McQUILKEN
R. W. GEFKE
Auditor and Comptroller of the City of San Diego,
California.

To be paid out of General Fund-Public Works Auto Shop (37-5100)
Memo International Harvester Co. (1-1 1/2 Ton Truck)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with International Harvester Company for furnishing 1 1/2 2 ton truck; being Document No. 364694.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. SICK 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, Andrew W. Woods is the owner of Lots H & I, Block 42, of New San Diego,
NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of July, 1946, by Andrew W. Woods, I will, for and in consideration of the permission granted to remove 30 feet of curbing on 818 Union between E & F 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.

ANDREW W. WOODS
504-12th Ave. San Diego, Calif.

STATE OF CALIFORNIA,)
County of San Diego) ss. INDIVIDUAL ACKNOWLEDGMENT

On this 19th day of July, A.D. Nineteen Hundred and Forty Six before me G. G. Kasperek, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Andrew W. Woods 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.

G. G. KASPAREK

(SEAL)
My Commission Expires Aug. 3, 1949

Notary Public in and for the County of San Diego, State of California.

I HEREBY APPROVE the form of the foregoing agreement this 22nd day of July, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 29 1946 3 min. past 9 A.M. in Book 2192 at page 175 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
E. 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 Andrew W. Woods; being Document No. 363898.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Allen Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, W. E. Smith is the owner of Lot 4-5-6, Block 166, of Middletown,

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of July, 1946, by W. E. Smith I will, for and in consideration of the permission granted to remove 45 ft. feet of curbing on India St. between Chalmers and Winder 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.

W. E. SMITH
3661 India St.

STATE OF CALIFORNIA, }

ss.

INDIVIDUAL ACKNOWLEDGMENT

County of San Diego }

On this 15 day of July, A.D. Nineteen Hundred and 46 before me _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. E. 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

CORINNE E. NELSON

Notary Public in and for the County of San Diego, State of California

(SEAL)
My Commission Expires Jan. 30, 1950

I HEREBY APPROVE the form of the foregoing agreement this 23rd day of July, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 29 1946 3 min. past 9 A.M. in Book 2192 at page 172 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
E. 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 W. E. Smith; being Document No. 363960.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Allen Deputy

A G R E E M E N T

THIS AGREEMENT, entered into this 17th day of August, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as Party of the First Part, and THE COUNTY OF SAN DIEGO, a political subdivision of the State of California, hereinafter designated as Party of the Second Part; WITNESSETH:

WHEREAS, in the interest of efficient law enforcement and protection of civilian population it is desirable that the parties hereto have and maintain close cooperation with surrounding towns and cities in blocking the escape of criminals and apprehending them prior to their departure; and

WHEREAS, to this end the parties hereto desire to arrange for the continued operation of a remote control service from radio station KGZD operated by the Party of the First Part, and said Party of the Second Part is willing to enter into such arrangement; NOW, THEREFORE,

In consideration of the payments to be made by the Party of the Second Part to the Party of the First Part, as hereinafter set forth, and in further consideration of greater and more efficient law enforcement, the parties hereto agree with each other, as follows:

A. The Party of the First Part agrees as follows:

1. That it will furnish all labor necessary to maintain receivers, portable mobile transmitters, remote controls and relay stations now owned by Second Party or which it may subsequently acquire up to but not exceeding 60 receivers and 40 portable mobile transmitters;
2. That it will perform and do all necessary testing, engineering, installation and

maintenance required to maintain a complete two-way system (it being understood by the parties hereto that two remote relay stations will be required for said purpose but that additional remote relay stations may be added as required);

3. That it will furnish all labor necessary to install portable mobile transmitters and receivers in the cars of Second Party as required;
4. That it will maintain a 500 Watt and a 400 Watt transmitter in good condition at all times and that the Sheriff of the Second Party shall have unlimited use of such transmitters subject only to the operating rules and regulations imposed by the Federal Communications Commission and the Superintendent of the Electrical Division of First Party;
5. That it will furnish the services of qualified radio technicians for general radio service work continuously 16 hours a day. The hours shall be from 8:00 A.M. to 12:00 midnight, daily;
- B. The Party of the Second Part agrees as follows:
 1. That it will pay to First Party the sum of \$2,400.00 per annum during the term hereof; the procedure for said payment shall be for The City of San Diego, Party of the First Part, to present to the Board of Supervisors of the Second Party a claim in proper and legal form in the amount of \$200.00 on the first day of July, 1946, and the first day of each succeeding month thereafter, to and including the first day of June, 1950, or until the termination hereof as herein provided;
 2. That it will furnish all parts and materials for construction and installation of any equipment necessary in the maintenance of the radio system which it shall operate as herein provided;
 3. That it will purchase transmitters and receivers for its mobile equipment of such manufacture as recommended by the Superintendent of the Electrical Division of First Party and the Sheriff of Second Party;
 4. That it will furnish the electric current for operation of any equipment necessary in the proper functioning and maintenance of its part of said radio system;
 5. That it will furnish transportation as deemed necessary by the Superintendent of Electrical Division of First Party in complying with the terms of this agreement as set forth in paragraph "A" hereof.

This agreement shall be for a term of four (4) years and shall continue until terminated by either party giving to the other, in writing, six (6) months' notice of such intention to terminate.

In the event of a breach of any of the terms hereof by either party, then, in that event, the other party, by resolution of its legislative body, may terminate this agreement, which termination shall take effect six (6) months after notice to the other party and to the Federal Communications Commission, of the adoption thereof.

IN WITNESS WHEREOF, this Agreement is executed by the Party of the First Part, by and through its City Manager, under and pursuant to a Resolution of its Council No. 83864 adopted Aug. 6, 1946; and the Party of the Second Part has caused this Agreement to be executed by the Chairman of its Board of Supervisors, under and pursuant to Resolution adopted by said Board authorizing the same, on August 20, 1946.

THE CITY OF SAN DIEGO
Party of the First Part;
By F. A. RHODES
City Manager

THE COUNTY OF SAN DIEGO,
Party of the Second Part,
By DAVID W. BIRD
Chairman, Board of Supervisors

I HEREBY APPROVE the form of the foregoing Agreement this 19th day of August, 1946.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the form of the foregoing Agreement, this 19 day of August, 1946.

THOMAS WHELAN, District Attorney,
By F. T. DUNN
Deputy District Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with the County of San Diego relative to Radio Service from station KGZD; being Document No. 364749.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. T. Dunn Deputy

BOND NO. 125220

KNOW ALL MEN BY THESE PRESENTS, That JOHN T. CASH, 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 Two thousand five hundred sixty-two Dollars (\$2,562.00), lawful money of the United States of America, to be 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 1st day of August, 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 labor and equipment for the collection and removal of, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the area or district particularly set forth and described in said contract;

WHEREAS, the aforesaid penal sum of Two thousand five hundred sixty-two dollars (\$2,562.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors and assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of Cal-

ifornia, 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.

Signed, sealed and dated this 1st day of August, 1946.

JOHN T. CASH
John T. Cash Principal
THE TRAVELERS INDEMNITY COMPANY
By F. S. PLEWS
F. S. PLEWS Surety
(SEAL)

I HEREBY APPROVE the form of the foregoing Bond this 22nd day of August, 1946.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 23 day of Aug., 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 1st day of August, 1946, before me personally came F. S. PLEWS to me known, who being by me duly sworn, did depose and say: that he is Attorney-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

(SEAL)
My Commission expires November 18, 1949
J. H. HARGREAVES
J. H. Hargreaves Notary Public
In and For the County of Los Angeles, State of California

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 6 day of Aug., 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 JOHN T. CASH, 4038 Charles Street, San Diego, California, party of the second part, and hereinafter sometimes designated as the "Contractor," WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal, and to collect and remove, all 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 twenty-five dollars (\$1025.00) per month, to wit:

| Collection Day | District or Area of Collection |
|--------------------|--|
| Monday | Daily downtown route. The east side of 5th Avenue from Beech Street to Market Street. From the east side of Alabama Street to the west side of Texas Street. From the north side of El Cajon Boulevard to the south side of Monroe and from the east side of Alabama Street to the west side of Arizona Street. From the north side of Monroe Avenue to the canyons on the north. This includes all of Panorama Drive. |
| Tuesday. | From the east side of First Avenue to the west side of Sixth Avenue. To the south side of Nutmeg Street from the north side of Ivy Street. |
| Wednesday. | From all of 28th Street to the west side of 30th Street and from the south side of Upas Street to the canyon rims on the south. |
| Thursday | From the west side of Linda Vista Road to all of Orlando on the west. From the north side of Chesterton to all of Maywood on the north; and from the east side of Linda Vista Road to all of Richland Drive on the east. From the south side of Shenandoah to the north side of Chesterton. |
| Friday | From the north side of Garnet to the foothills on the north. From the east side of Panuel to the west side of Noyes. |

The period of this contract shall extend from August 1, 1946, to and including December 31, 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 no 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>Rate Per Diem of 8 Hours.</u> |
|---|----------------------------------|
| Drivers of trucks legal payload capacity less than 6 tons - | \$ 8.60 |
| Laborers, common, | 8.00 |

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(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 twenty-five dollars (\$1025.00) 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. 83720 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
JOHN T. CASH, Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 22nd day of August, 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-John T. Cash-Rubbish Collection; being Document No. 354792.

FRED W. SICK
City Clerk of the City of San Diego, California

By J. T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That FRANK L. FABIAN, 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 six hundred twenty-five Dollars (\$2625.00), lawful money of the United States of America, to be 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 15th day of August, 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 labor and equipment for the collection and removal of, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the area or district particularly set forth and described in said contract;

WHEREAS, the aforesaid penal sum of Two thousand six hundred twenty-five dollars (\$2,625.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors and assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of 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.

FRANK L. FABIAN
Principal
GLENS FALLS INDEMNITY COMPANY
By: M. KLOTZ
M. Klotz - Attorney Surety
(SEAL)

ATTEST: V. SYFRITT

I HEREBY APPROVE the form of the foregoing Bond this 22nd day of August, 1946.
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 23 day of Aug., 1946.
F. A. RHODES
City Manager

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 15th day of August in the year One Thousand Nine Hundred and Forty-Six before me, J. H. Bray a Notary Public in and for the said County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared M. Klotz known to me to be the Attorney of the Glens Falls Indmenity 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) J. H. BRAY
Notary Public in and for the County of Los Angeles,
My Commission expires July 20, 1947 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 16 day of August, 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 herein-after sometimes designated as the "City", and FRANK L. FABIAN, 2600 E. 8th St., National City, California, party of the second part, and hereinafter sometimes designated as the "Contractor," WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and at the times hereinafter specified, for the total sum of One thousand fifty dollars (\$1050.00) per month, to-wit:

| Collection Day. | District or Area of Collection |
|--------------------|--|
| Monday | Daily downtown route both sides of 5th Ave., to the east side of 3rd, Market to the Bay. From the west side of Marlborough to the canyons on the west. From the north side of Jefferson to the canyons on the north; from the east side of Marlborough to the canyons on the east and from all of Hilldale Road to the canyons on the north. |
| Tuesday | From the east side of Beardsley to the west side of Evans; from the south side of Imperial Ave. to the Bay on the south. |
| Wednesday. | From the east side of Grim Ave. to the west side of Bancroft St. From the south side of University Ave. to the north side of Upas St. |
| Thursday | From the south side of Douglas St. to the dead ends of Falcon, Goldfinch and Hawk Sts.; from the east side of Goldfinch St. to Wellborn and Union Sts. |
| Friday | From the south side of Fordham to the north side of Rosecrans St. and from the east side of Lytton to the west side of Midway Dr. From the south side of Rosecrans St. to all of Wallace St. From all Midway to all of Davis on the west. |

The period of this contract shall extend from August 1, 1946, to and including December 31, 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 reasonable 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 any one 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, workmen or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor;

Trade or Occupation

Rate Per Diem of 8 Hours.

Drivers of trucks legal payload capacity less than 6 tons -

\$ 8.60

Laborers, common,

8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(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. 83270 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 22nd day of August, 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 Frank L. Fabian - Rubbish collection; being Document No. 364793.

FRED W. SICK

City Clerk of the City of San Diego, California

By

J. H. McKinney

Deputy

HA (V-4568) mph-1
Project No. CAL-V-4568
(Place) San Diego, Calif.

NATIONAL HOUSING AGENCY
FEDERAL PUBLIC HOUSING AUTHORITY

CONTRACT WITH LOCAL BODY TO PROVIDE
TEMPORARY HOUSING PURSUANT TO TITLE V
(AS AMENDED) OF THE LANHAM ACT

THIS CONTRACT, entered into this 26th day of June, 1946 by the United States, acting by the Commissioner of the Federal Public Housing Authority, or any successor to its powers, functions and duties, hereinafter called the FPFA represented by the officer executing this instrument, and The City of San Diego a municipal corporation duly organized and existing by virtue of the laws of the State of California, herein called the local body.

WITNESSETH, That in consideration of the mutual promises and undertakings herein provided, and for the purpose of carrying out the provisions of Title V of the Lanham Act (Public Law 849, 76th Congress, as amended) the parties hereto do mutually agree as follows:

PART I

DEVELOPMENT OF PROJECT

1.01 Undertaking by FPFA. The FPFA will provide (through utilization or reutilization of existing structures, equipment, material, or other facilities available or made available to it for the purposes of Title V of the Lanham Act,) temporary dwelling accommodations consisting of approximately 400 family dwelling units in or about the locality of San Diego, on a site or sites provided by the local body in accordance with the provisions of Section 1.02 hereof. FPFA shall also undertake to provide where necessary:

- (a) Foundations for the dwellings to be provided.
- (b) Finish grading around dwelling buildings in accordance with the standards established by FPFA for this purpose.
- (c) Entrance walks, i.e., walks which lead directly from sidewalks, streets, drives, parking areas or approach walks, to the entrances of dwelling units, dormitory buildings, or portable shelter units. Entrance walks to rear entrances of dwelling units will not be provided where such walks are required for both front and rear of dwellings.
- (d) Approach walks, i.e., walks which lead from streets, drives, parking areas, roadways, or sidewalks to entrance walks which serve solely buildings which are immediately adjacent to such streets, drives, parking areas, roadways or sidewalks, whether located parallel, oblique, or perpendicular to same.
- (e) Utility service connections from mains and lateral extensions serving each dwelling unit or dwelling building (whether said mains or lateral extensions are provided by the local body, utility company or FPFA) to dwelling buildings or portable shelter units. No utility service connections will be made if normally provided by utility companies.
- (f) Lateral extensions, including on-site extensions from existing utility lines or from utility lines furnished by the local body (as required by paragraph 1.02 (a) (3)) to the service connections, but only when such extensions serve solely buildings located immediately adjacent to existing utility lines or lines furnished by local body. No lateral or on-site extensions will be made if normally provided by utility companies.
- (g) Fixed and movable equipment and fixtures for dwelling structures, such as bathroom and kitchen fixtures, space heating, water heating and cooking equipment and non-mechanical refrigerators in accordance with standards established by FPFA.
- (h) Furniture for dwelling units but only to the extent that surpluses are available to the FPFA for such purposes.

All of such undertakings by FPFA shall be at its cost and expense.

1.02 Undertaking by Local Body.

- (a) General. The local body, as a condition precedent to the performance of FPFA's obligations hereunder shall select and provide a site or sites deemed suitable by FPFA for the purpose of carrying out FPFA's undertaking pursuant to Section 1.01 hereof. The local body shall satisfy the FPFA that it has obtained a sufficient title or right of possession thereto for the purposes of this contract. Such site or sites shall be improved with, or the local body shall undertake to provide or cause to be provided, the following improvements:
 - (1) Necessary and adequate access streets or roads to such site or sites together with sidewalks along such streets or roads and off-site parking areas when deemed necessary including drainage installations in connection therewith; also, all necessary and adequate streets together with sidewalks along such streets, alleys, drives or other roadways, parking areas, and drying yards within the boundaries or along the perimeter of such site or sites including drainage installations in connection therewith.
 - (2) Entrance walks to rear entrances of dwelling units where such walks are provided for front and rear of dwellings.
 - (3) All necessary utility mains (including sanitary and storm sewers, water, electricity and gas) to the site or sites and in or along perimeter and project streets, public alleys and within the boundaries of such site or sites except when such utilities are provided by a utility company.
 - (4) All necessary grading except that provided by FPFA pursuant to Section 1.01 (b) hereof.
 - (5) All approach walks, i.e., walks which lead from streets, sidewalks, drives, roadways or parking areas to entrance walks, except those approach walks which FPFA will provide as set forth in Section 1.01 (d).
 - (6) All lateral extensions to utility distribution systems (except those provided by FPFA pursuant to Section 1.01 (f) hereof) from existing utility mains or lines to be installed by local body provided for in Section 1.02 (a) (3) hereof, to the service connections provided by FPFA pursuant to Section 1.01 (e) hereof. No lateral extensions shall be made if normally provided by utility companies.

All of the above undertakings by the local body shall be provided without cost or expense to FPFA, provided, however, that with respect to the work covered by Sections 1.02 (a) (5) and 1.02 (a) (6) above, FPFA shall pay to the local body toward the cost thereof, an amount not exceeding the estimated cost of such work (which amount shall be estimated by FPFA and set forth in the Project Development Program (see Section 1.03) but in no event exceeding \$50.00 for each family dwelling units, or \$25.00 for each portable shelter unit, or \$10.00 for each dormitory accommodation served by any such work, and provided further, however, that such payment shall not exceed the actual cost of such work, if such cost is

less than the amount set forth in the Project Development Program.

The local body shall undertake to provide any furniture or equipment (not provided by FPFA in accordance with its undertaking pursuant to the provisions of Section 1.01) deemed necessary or desirable by the local body for the management and operation of the project.

(b) Technical Services. The local body shall furnish technical services and plans and drawings as follows:

- (1) A topographical survey as necessary to provide a basis for the work described in (2) below.
- (2) Detailed site or plot layout plans showing the location of buildings and all necessary site improvements and utility installations irrespective of whether such work is to be performed by the local body, FPFA or utility companies.
- (3) Engineering services in connection with staking and laying out of building locations, utility lines, and other similar services necessary to complete the project.
- (4) Grading plans showing grading around buildings and providing for adequate side drainage.
- (5) "As built" drawings upon the completion of the project.

Subject to limitations of available personnel, FPFA will make available technical advice and assistance at the request of the local body to augment the technical services provided by the local body.

(c) Right of Entry and Use of Site by FPFA. The local body hereby grants to FPFA, its agents, representatives, and contractors, full right, power, and authority to enter upon the aforesaid site or sites, together with all necessary rights-of-way thereon and rights of ingress to and egress from the site or sites provided by the local body for the purposes hereof, and grants to FPFA all necessary right and authority to perform thereon, without interference, all such acts and things as may be necessary to the performance of this contract. The local body shall hold FPFA, its agents, representatives or contractors, harmless from any injunction or action for damage not caused by the fault or negligence of FPFA, its agents, representatives, or contractors and from its or their use of the site or sites provided by the local body for the purpose of carrying out the undertaking of FPFA pursuant to this contract. The local body shall issue or cause to be issued, without cost to the FPFA or to its contractors or the project, all necessary permits and licenses to enable the FPFA, or its contractors, to perform its undertaking on the site or sites provided by the local body.

All of such undertakings by the local body, as set forth in (b) and (c) above, shall be provided without cost or expense to FPFA.

1.03. Project Development Program. The provision, arrangement and timing for the performance of the respective undertakings of FPFA and the local body for the development of the project shall be mutually agreed upon and embodied in a written document (herein called the "Project Development Program") which when approved (as evidenced by the signatures of a duly authorized representative of FPFA and the local body) shall be identified as Exhibit 1 and shall thereafter become ^{and} constitute a part of this contract and is hereby incorporated therein by reference. The Project Development Program shall include;

- (a) A written statement setting forth the scope of the work to be performed and the equipment and furniture to be provided by the local body pursuant to its undertaking, and the manner in which it will be performed in such detail as shall be necessary to enable FPFA to make final arrangements to coordinate its work and carry out its undertaking, together with the plans and drawings (except the "as built" drawings) described in Section 1.02 (b) hereof.
- (b) A written statement setting forth the general description of the temporary housing accommodations and equipment to be provided by FPFA pursuant to its undertaking and indicating the scope and extent of the work to be performed by the Government with respect thereto.
- (c) A mutually satisfactory time schedule for the performance of the respective undertakings of the local body and FPFA. (In the preparation of such time schedule, every consideration shall be given to the urgent need of providing the temporary dwelling accommodations in a manner suitable for occupancy at the earliest possible time and that time is of the essence in the development of the project.)

The preparation of the Project Development Program shall be commenced immediately upon the execution of this contract and may be commenced at any time prior thereto in anticipation of its execution. In any event the preparation and approval of the Project Development Program should be completed within 5 working days from the execution of this contract.

1.04. Coordination of Development Work. The construction work to be performed by FPFA under this contract will be performed by contractors selected by it. The local body, its agents, employees and contractors, shall cooperate fully with the FPFA contractors and their sub-contractors and suppliers, and with the agents and employees of FPFA, all of whom shall likewise be required to cooperate with the local body, its agents and employees, and its contractors and their sub-contractors and suppliers. The local body and FPFA shall carefully fit and coordinate their respective work so that it shall proceed in any orderly manner and with full speed. The local body shall furnish to FPFA any plans and specifications relating to the local body's work on or near the site or sites, and shall keep FPFA fully informed concerning the status and progress of the work being performed by the local body. The FPFA shall furnish the local body any plans and specifications under its contracts relating to the FPFA's work and will keep the local body fully informed concerning the status and progress of such work.

1.05. Delivery and Transfer of Title to Temporary Dwelling Accommodations. Upon completion of the conversion or re-erection of temporary housing accommodations, or other work to be performed by FPFA through its contractors, or of parts thereof, in a manner satisfactory to the FPFA, the local body shall accept possession, custody, and control thereof, and thereupon title thereto, shall vest in the local body. A duplicate written record setting forth the dates of delivery of any such temporary housing accommodations, or other work, and an inventory of the property delivered, shall be maintained, and kept current by the local body and shall be subject to verification by FPFA. Such inventory shall be currently maintained and properly certified by the local body and one counterpart thereof shall be transmitted to FPFA currently in the manner and form prescribed by FPFA.

PART II.

MANAGEMENT OF PROJECT

2.01. Management by Local Body. The local body shall prepare a plan of management for the project (herein called the "Project Management Plan") consisting of standards for the selection of tenants, rental schedule and standards for adjustment of rents, and an estimate of average annual income and expense with supporting schedules thereto. The Project Management Plan shall be prepared in accordance with a form prescribed by FPFA and shall be submitted to FPFA for review and approval within 30 days after the approval of the

Project Development Program but in no event less than 10 days before the estimated date the first dwelling accommodation will be ready for occupancy. The Project Management Plan when approved by FPFA shall be identified as Exhibit II and shall thereafter become and constitute a part of this contract and is hereby incorporated in this contract by reference.

The local body shall manage and operate the project with efficiency and economy and in accordance with the provisions of this contract (including the approved Project Management Plan) and in accordance with such further rules, regulations and standards as may be deemed appropriate by the local body and consistent with the provisions of this contract.

2.02. Use of Dwelling Accommodations. The local body shall not, without the written consent of FPFA, admit to occupancy in any dwelling accommodation provided under this contract any person other than an "eligible tenant", as hereinafter defined, except such management employees whose continued presence at the project site is necessary for the proper management or operation thereof.

The term "eligible tenant" means distressed families of servicemen and veterans and their families and single veterans attending educational institutions. The term "families of servicemen" shall include the family of any person who is serving in the military or naval forces of the United States, and the term "veterans" shall include any person who has served in the military or naval forces of the United States during the present war and who has been discharged or released therefrom under conditions other than dishonorable. Families of servicemen or veterans include families of deceased servicemen or veterans. Families of servicemen and veterans and their families and single veterans attending educational institutions shall be considered to be "distressed" if they are without housing because of eviction or low income or for other reasons, or are affected by unusual hardships, and are unable to find in the area adequate housing within their financial reach. This includes the family of a returning veteran who is unable to find a dwelling in the area within his financial reach in which he can re-establish his family. Servicemen seeking accommodation so they can bring their families into the locality and families of servicemen stationed outside the locality are included.

Except as provided in this contract, the local body shall not use, sell or otherwise convey or dispose of the project developed under this contract or any part thereof without the written consent of FPFA.

2.03. Rental of Dwelling Accommodations. The schedule of rents set forth in the approved Project Management Plan shall be the fair rents based on the value of the several dwelling accommodations in the project, including the equipment or furniture (if any) supplied in the several dwelling accommodations. If the dwelling accommodations are furnished the rentals shall be broken down to show that portion of the rent attributable to the dwelling space and that portion attributable to the furniture or movable equipment provided. Such rental schedules shall be appropriately registered, if required by OPA or other applicable rent regulations, and shall be subject to the requirements of any such regulations. No rents in excess of the rents set forth therein shall be charged or collected by the local body. The local body shall make downward adjustment of rents in particular cases to permit occupancy by eligible tenants at rents within their financial reach in accordance with the standards set forth in the approved Project Management Plan.

2.04. Expense of Management and Operation. All necessary and normal expense for the management and operation of the project incurred by the local body in accordance with the provisions of this contract may be charged to and paid from the rents and revenues derived from the project. Except as provided in Section 1.02 (c) hereof, such expense may include all taxes, special assessments, licenses and other fees (or payments in lieu of any thereof) which would normally be assessed against the property if it were privately owned and which are attributable (on a pro rata basis) to the period for which the site is used pursuant to the provisions and for the purposes of this contract; provided that the amount of any of such taxes, assessments or payments shall be submitted to and approved by FPFA before any such item may be charged against operating expense. (In the event FPFA disapproves the amount of any such tax, assessment or payment, the local body shall exhaust its remedies to obtain a reduction or correction in the amount thereof in a manner satisfactory to FPFA before any such disapproved item is charged as an operating expense). The local body may also charge as an operating expense an annual ground rental for the site and utilities provided by it hereunder, computed on the basis of \$15 per year per family dwelling unit provided hereunder and \$3 per year per dormitory unit provided hereunder.

For purposes of this contract there shall not be charged against the expense of project management and operation:

- (a) any expenditure, charge or obligation incurred by the local body (i) for purchase of the site (if purchased) or (ii) for rent of the site (if rented) other than for the "ground rental" provided above and for any taxes, special assessments, licenses and other fees or payments in lieu thereof (except those which fall under (iii)) which may be included in the rent; or (iii) for special assessments or other charges imposed in connection with the fulfillment of the local body's obligation under Section 1.02 of this contract;
- (b) any charges for (i) depreciation or amortization of capital investment or the establishment of reserves therefor, or (ii) reserves for repairs, maintenance and replacements for vacancy or collection losses, for removal of dwelling or restoration of site, or for contingencies;
- (c) any charge by way of premium or otherwise for fire or extended coverage insurance of structures or other property provided by FPFA pursuant to its undertaking;
- (d) any part of the regular overhead of the local body, including (but without limitation of the generality of the foregoing) salaries of any of its regular employees, unless the activities of the local body are devoted exclusively to the development or management of housing properties, in which event there may be charged against the operating expense of the project (with the written approval of FPFA) an appropriate portion of such overhead expense; or
- (e) that portion of any charge for materials, supplies, commodities, equipment, utilities or services in excess of the most favorable rate, price or charge reasonably or readily available to the local body for the purpose of managing or operating the project.

Notwithstanding any other provisions hereof any annual deficit resulting from the operation and management of the project shall be the sole obligation of the local body; provided, however, that any annual deficit, resulting from management and operations of the project by the local body in accordance with the provisions of this contract, may be charged against the net annual operating income derived from the management and operation of the project in any fiscal year following such deficit, but may not be charged against the annual operating income of the project for any fiscal year preceding such deficit.

All revenue derived from furniture or equipment included in the project (whether supplied by FPFA or the local body as a part of their respective undertakings) and all expense incident to the management, operation, maintenance or replacement thereof shall for purposes

of this contract be considered as project operating income or operating expense; provided, however, the local body may charge as an operating expense the reasonable use value computed on an annual basis (as agreed upon in writing by the local body and FPFA) of any furniture or equipment supplied by the local body as part of its undertaking hereunder. Such annual use value of any such furniture or equipment shall be the actual additional annual rental attributable to such furniture or equipment, as disclosed by the schedule incorporated in the approved Project Management Plan (if the rental schedule in the approved Project Management Plan does not disclose such additional rental attributable to such furniture or equipment, such rental schedule shall be appropriately revised by the local body and submitted to FPFA for approval) less the estimated annual expense of managing, operating, maintaining or replacing such furniture or equipment,

2.05 Deposit of Revenues and Handling of Funds. The local body shall deposit, before the close of business on the first day following receipt thereof (unless other arrangements are approved in writing by FPFA), either in a bank approved by FPFA or in a public depository prescribed by applicable law governing the activities of the local body, and without abatement or deduction of any kind, all rents and revenues collected by the local body from the management and operation of the project, except such amounts as are necessary to maintain a petty cash fund in an amount approved by FPFA. The local body shall provide a safe place for the keeping of all cash and currency prior to deposit. All deposits of cash or currency shall be made either by means of armored car service or by bonded employees, unless other arrangements are approved in writing by FPFA. All persons responsible for the handling or disbursement of funds shall be appropriately covered by fidelity bonds.

2.06. Accounts and Reports. The local body shall establish and maintain complete and separate books and records of accounts relating to project income and expense and receipts and disbursements thereof, and all other financial transactions relating to the management and operation of the project pursuant to this contract. Such books of accounts and records shall be kept in accordance with such methods and classifications of accounts as may be prescribed by FPFA. At the end of each calendar month following the initial occupancy of any dwelling units provided hereunder, and continuing throughout the management and operation of the project for the purposes of this contract, the local body shall furnish FPFA a monthly statement of income and expense and a monthly report on admissions, occupancy, and characteristics of project tenants relating to the operation of the project during each such month. The statement of income and expense shall be furnished within 20 days after the close of each calendar month and the report on admissions, occupancy, and characteristics of project tenants shall be furnished within 10 days after the close of each calendar month, both reports to be made on forms prescribed by FPFA to enable FPFA to ascertain compliance by the local body with the appropriate provisions of this contract.

2.07. Payment of Net Revenue to FPFA. Within 30 days after the end of each fiscal year ending on June 30, (and within 30 days after the closing of occupancy of the project for the purposes hereof) the local body shall pay to FPFA all net revenue derived from the operation and management of the project during the preceding fiscal year or portion thereof. The term "net revenue" shall mean the amount by which project operating income exceeds project operating expense, computed in accordance with the provisions of this contract. Payments to the FPFA shall be made by a check or money order payable to the order of the Treasurer of the United States.

2.08. Audits. At reasonable times during normal business hours FPFA through any agent or representative designated by it shall have full and free access to all of the books and records of the local body relating to the performance of this contract and be permitted to make excerpts or transcripts from such books or records for the purpose of making audits to determine compliance with the requirements of this contract. It is not the intention of FPFA to make audits more frequently than annually.

PART III. DISPOSITION AND REMOVAL

3.01. Disposition and Removal. The local body expressly covenants that the temporary dwelling accommodations provided hereunder shall be removed within two years after the termination of the emergency declared by the President to exist on September 8, 1939, provided that such period for the removal of such dwelling accommodations or of appropriate parts thereof shall be extended for successive periods of one year each upon a determination by the National Housing Administrator (after consultation with the local body and the local community) that such housing is still needed to provide housing for eligible tenants in the interest of the orderly demobilization of the war effort. In the accomplishment of such disposition and removal, the local body shall reduce, or cause to be reduced, the temporary dwelling accommodations to parts not greater than flat panels, unless exceptions thereto are specifically approved in writing by FPFA. Such disposition and removal shall be at the sole cost and expense of the local body and any salvage or proceeds therefrom may be retained by the local body. Upon such disposition and removal of all temporary dwelling accommodations provided pursuant to this contract and upon final payment to FPFA of all net revenue derived from the management and operation of the project and the submission and approval of the final statement of account with respect thereto, all obligations of the local body under this contract shall be discharged.

PART IV. MISCELLANEOUS

4.01. Inspections. The FPFA, acting through its agents, representatives or employees, at all reasonable times shall have the right and privilege to enter upon the project for the purpose of inspection and informing itself concerning the manner of its use.

4.02. Notices. Any notice, request, demand or other communication required to be given by or issued to FPFA pursuant to the terms of this contract may be given by or issued to the Regional Director, Federal Public Housing Authority, 760 Market St., Phelan Building, San Francisco 2, California, and any notice, request demand, or other communication which under the terms of this contract is to be given by or issued to the local body, may be given by or issued to City Manager whose address is Civic Center, San Diego, Calif.

4.03. Personal Interest. No member, officer, agent, or employee of the local body shall have any personal interest, direct or indirect, in any contract for property, materials, or services made or furnished in connection with the performance of the local body's undertakings under this contract.

4.04. Members of Congress. No Member of or Delegate to Congress, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

4.05. Non-Discrimination. 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 local body shall include the foregoing provision in all contracts for any part of the work under this contract.

4.06. Representation by Local Body. The local body hereby certifies and represents that it has full authority to execute this contract and to do all things and perform all acts

necessary to the fulfillment of its obligations thereunder in strict accordance with the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Approved as to Form Asst. Regional Counsel

UNITED STATES OF AMERICA.
FEDERAL PUBLIC HOUSING AUTHORITY
By LANGDON W. POST
Director, Region VI, for the
Commissioner

(SEAL)
ATTEST: FRED W. SICK, City Clerk

THE 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 Contract with Local Housing Agency, FPHA relative to use of 400 temporary dwelling units at San Diego; being Document No. 363323.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. A. Rhodes Deputy

KNOW ALL MEN BY THESE PRESENTS, That JOSHUA HENDY IRON WORKS, a corporation, as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand one hundred forty-four Dollars (\$1144.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of August, 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 to said City one (1) 5-foot wide by 10-1/2-foot high hydraulically operated butterfly valve (Mark B-4) for regulating the flow in the influent conduit to the zeolite softeners, complete with hydraulic cylinder operating mechanism and valve position indicator; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: J. W. MESCHER
Assistant Secretary

JOSHUA HENDY IRON WORKS
By RICHARD E. DOYLE, JR.
Assistant Secretary Principal
FIDELITY AND DEPOSIT COMPANY
OF MARYLAND Surety

ATTEST: G. L. KEHLENBECK
Attesting Agent

By GUERTIN CARROLL
Attorney in Fact (SEAL)

I HEREBY APPROVE the form of the within Bond, this 12th day of August, 1946.

J. F. DuPAUL, City Attorney
By THOMAS J. FANNING
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 13 day of Aug., 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA

City and County of San Francisco

ss:

On this 8th day of August, A. D. 1946 before me, Anne F. Swift, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared, Guertin Carroll, Attorney-in-Fact, and G. Kehlenbeck, Agent, of the Fidelity and Deposit Company of Maryland, a corporation, 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, and also known to me to be the persons whose names are subscribed to the within instrument as the Attorney-in-Fact and Agent respectively of said corporation, and they, and each of them, acknowledged to me that they subscribed the name of said Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco the day and year first above written.

(SEAL)
ANNE F. SWIFT
Notary Public in and for the City and
County of San Francisco, State of
California
My Commission Expires August 27, 1947

ANNE F. SWIFT
Notary Public in and for the City and County of San
Francisco, State of California

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of August, 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 herein-after sometimes designated as the City, and JOSHUA HENDY IRON WORKS, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

One (1) 5-foot wide by 10-1/2-foot high hydraulically operated butterfly valve (Mark-B-4) for regulating the flow in the influent conduit to the zeolite softeners, complete with hydraulic cylinder operating mechanism and valve position indicator; all in accordance with the specifications and drawings therefor contained in Document No. 361647, on file in the office of the City Clerk of said City; true copies of which said drawings and specifications are hereto annexed, by reference thereto incorporated herein and made a part hereof

as though in this agreement fully set forth.

Said contractor hereby agrees to furnish and deliver the said butterfly valve, at and for the following price, to-wit: Four thousand five hundred seventy-five dollars (\$4,575.00), plus California State Sales Tax, which said price is subject to the PRICE ADJUSTMENT CLAUSE contained in Document No. 361647, on file in the office of the City Clerk of said City, which Price Adjustment Clause is hereby made a part hereof as though fully set forth herein.

Said contractor agrees to deliver said butterfly valve within 270 days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said butterfly valve, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor undertaken and agreed upon, and the acceptance of said butterfly valve by said City, will pay said contractor, in warrant drawn upon the proper fund of said City the sum of Four thousand five hundred seventy-five dollars (\$4,575.00), plus California State Sales Tax; subject to the said Price Adjustment Clause.

Payment for said butterfly valve will be made in accordance with purchase order and delivery.

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. 83699 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

JOSHUA HENDY IRON WORKS

By RICHARD E. DOYLE, JR.

Assistant Secretary, Contractor

ATTEST: J. W. MESCHER

Assistant Secretary

I HEREBY APPROVE the form and legality of the foregoing contract this 15th day of August, 1946.

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 \$4,689.38.

Dated July 22, 1946

J. McQUILKEN

R. W. GEFKE

Auditor and Comptroller of the City of San Diego,
California

To be paid out of Water System Extension Bond Fund (708)
Memo Joshua Hendy Iron Works (Butterfly Valve)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Joshua Hendy Iron Works for Furnishing Sluice Gates and Valves for Alvarado Filtration Plant; being Document No. 364616.

FRED W. SICK

City Clerk of the City of San Diego, California

By Franz T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand five hundred Dollars (\$2,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns; jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of August, 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 The City of San Diego, from time to time as ordered and required by said City, all of its requirements of 5/8" x 3/4", 3/4", 1", 1-1/2" and 2" Type 1, Style 3, Neptune Meter Company's Trident water meters and connections, for the period of six months beginning August 14, 1946, and ending February 14, 1947; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

WESTERN METAL SUPPLY CO.

By W. C. SHAW, Vice President

Principal

(SEAL)

ATTEST:

W. J. DOWD, Secty

HARTFORD ACCIDENT & INDEMNITY COMPANY

Surety
(SEAL)

By MARSTON BURNHAM

I HEREBY APPROVE the form of the within Bond, this 20th day of August, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 20 day of Aug., 1946.

F. A. RHODES

City Manager

STATE OF CALIFORNIA,

} ss.

County of San Diego

On this 16th day of August, before me, May Shannon, 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 Marston Burnham, Attorney-in-fact 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 Marston Burnham 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.

MAY SHANNON

Notary Public in and for San Diego County

State of California

(SEAL)

My Commission expires Nov. 19, 1948

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 16th day of August, 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 herein-after sometimes designated as the City, and WESTERN METAL SUPPLY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

The City's requirements of 5/8" x 3/4", 3/4", 1", 1-1/2" and 2" Type 1, Style 3, Neptune Meter Company's Trident Water meters and connections, in accordance with the specifications therefor contained in Document No. 363477, on file in the office of the City Clerk of said City, for the period of six months beginning August 15, 1946, and ending February 14, 1947, together with parts for said meters.

Said contractor agrees to furnish and deliver said meters above described at and for the following prices, to-wit:

| | |
|--|--------------|
| 5/8" x 3/4" Type 1, Style 3, Trident meters & connections, | \$12.90 each |
| 3/4" " " " " " " " " " | \$18.90 each |
| 1" " " " " " " " " " | \$27.72 each |
| 1-1/2" " " " " " " " " " | \$50.40 each |
| 2" " " " " " " " " " | \$75.60 each |

Said contractor will furnish meter parts at 40% discount off the "Parts Price List" on file in the office of the Purchasing Agent of said City, or any subsequently issued list that supplements or takes the place of said price list. Said prices above mentioned and those contained in the Parts Price List do not include the California State Sales Tax, which will be paid by the City.

The total requirements are estimated to be 500 meters, but should purchases not amount to 500 meters during the contract period the City shall not be required to make any price or other adjustment, nor pay any price differential in excess of the above mentioned prices. The City also reserves the option to purchase additional meters under the same price terms and conditions.

Said City agrees that it will purchase from the contractor, during the period of this contract, all of its requirements of said meters; and in consideration of the furnishing and delivery of said meters and parts by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said meters by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, in accordance with the terms and prices hereinabove set forth. Payments will be made monthly for said meters and parts purchased in accordance with purchase orders and deliveries.

In entering into this contract, it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies 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 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. 83866 of the Council authorizing such execution, and the contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
WESTERN METAL SUPPLY CO.
By W. C. SHAW, Vice President
Contractor (SEAL)

ATTEST: W. J. DOWD, Sect'y

I HEREBY APPROVE the form and legality of the foregoing contract this 20th day of August, 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 Western Metal Supply Company for furnishing water meters and connections; being Document No. 364697.

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 RASMUSSEN, as Principal and The Massachusetts Bonding and Insurance Company a corporation organized and existing under and by virtue of the laws of the State of Massachusetts as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand six hundred twenty-five Dollars (\$2,625.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 sixteenth day of August, 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 labor and equipment for the collection and removal of, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the area or district particularly set forth and described in said contract;

WHEREAS, the aforesaid penal sum of Two thousand six hundred twenty-five dollars (\$2,625.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors and assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of 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.

FRANK RASMUSSEN
Principal
MASSACHUSETTS BONDING AND INSURANCE
COMPANY
DONALD B. GOLDSMITH Surety
Donald B. Goldsmith (SEAL)
Attorney-in-Fact.

ATTEST: WILLIS H. FLETCHER

I HEREBY APPROVE the form of the foregoing Bond this 22nd day of August, 1946.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 23 day of Aug., 1946.

F. A. RHODES, City Manager

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 16th day of August 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.

MYRTLE M. STANFIELD

(SEAL)

Notary Public in and for said County and State

My Commission Expires June 7, 1947

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 16 day of Aug., 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 RASMUSSEN, 1306 33rd Street, San Diego, California, party of the second part, and hereinafter sometimes designated as the "Contractor," WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and at the times hereinafter specified, for the total sum of One thousand fifty dollars (\$1050.00) per month, to-wit:

| <u>Collection Day</u> | <u>District or Area of Collection</u> |
|-----------------------|--|
| Monday | Daily downtown route; all of Linda Vista commercial area. From the east side of Dawson to the west side of College Way; from the north side of El Cajon Boulevard to the canyons on the north, and from the east side of College Way to all territory east within the City limits. |
| Tuesday | From the east side of Evans to the west side of 28th Street and from the south side of Imperial to the Bay on the south. |
| Wednesday | From the east side of 30th Street to the west side of Euclid Avenue; from the south side of Market Street to the north side of Imperial Avenue. |
| Thursday | From the east side of Linda Vista Road to all of Normandie Street and Westmoreland Drive; from all of Shenandoah and Richmond Streets, north of Chestertown Drive to all of Ashfield Street. |
| Friday | From the west side of Noyes to the west side of Pacific Highway; from the north side of Balboa to the foothills on the north. |

The period of this contract shall extend from August 1, 1946, to and including December 21, 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, workmen or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Trade or Occupation

Rate Per Diem of 8 Hours.

Drivers of trucks legal payload capacity

\$ 8.60

less than 6 tons -

8.00

Laborers, common,

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.

(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. 83720 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 RASMUSSEN

Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 22nd day of August, 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 - Frank Rasmussen, rubbish collection; being Document No. 364790.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That WARD H. HUTTON, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand six hundred twenty-five Dollars (\$2,625.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 2nd day of August, 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 labor and equipment for the collection and removal of, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the area or district particularly set forth and described in said contract;

WHEREAS, the aforesaid penal sum of Two thousand six hundred twenty-five dollars (\$2,625.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors and assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of 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.

WARD H. HUTTON

Principal

HARTFORD ACCIDENT & INDEMNITY COMPANY

GEO. H. MURCH

Surety

Geo. H. Murch, Attorney in Fact

(SEAL)

I HEREBY APPROVE the form of the foregoing Bond this 22nd day of August, 1946.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 23 day of Aug., 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA

ss.

County of San Diego

On this 2nd day of August in the year one thousand nine hundred and forty-six, before me, May Shannon, a Notary Public in and for said County of San Diego, residing therein, duly commissioned and sworn, personally appeared GEO. H. MURCH known to me to be the Attorney in Fact of the Hartford Accident and Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of San Diego, the day and year in this certificate first above written.

MAY SHANNON

(SEAL)

Notary Public in and for the County of San Diego,
State of California

My Commission Expires Nov. 19, 1948

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 6 day of Aug., 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 WARD H. HUTTON, 2228 E. 12th St., National City, California, party of the second part, and hereinafter sometimes designated as the "Contractor," WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and at the times hereinafter specified, for the total sum of One thousand fifty dollars (\$1050.00) per month, to-wit:

COLLECTION DAY.

DISTRICT OR AREA OF COLLECTION

| | |
|--------------------|---|
| Monday | Daily downtown. The east side of 3rd Ave. - Beech to Market St. All of University Ave. 28th to 48th Sts. Both sides of 30th St. from Wightman to El Cajon. Both sides of El Cajon from Kansas to 30th St. Both sides of Ray from University to Wightman. Both sides of Wightman from Ray to Kansas. |
| Tuesday. | From the east side of Richmond St. to the west side of 6th Ave. From all of Johnson St. on the north to Essex St. on the south. From the east side of Cleveland to Robinson St. west of Cleveland. |
| Wednesday. | From the east side of 33rd St. to the west side of Boundary St. From the south side of Upas St. to the canyons on the south. From the south side of Palm St. to the canyons on the south. From the east side of 32nd St. to the west side of 34th St. |
| Thursday | Same as Monday. |
| Friday | From the north side of Voltaire to Mission Bay and from north side of Wells St. to Mission Bay on the north and west including all of Dutch Flats. |

The period of this contract shall extend from August 1, 1946, to and including December 31, 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:

| <u>Trade or Occupation</u> | <u>Rate Per Diem of 8 Hours.</u> |
|---|----------------------------------|
| Drivers of trucks legal payload capacity less than 6 tons - | \$ 8.60 |
| Laborers, common, | 8.00 |

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(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. 83270 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 22nd day of August, 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 - Ward Hutton, rubbish collection; being Document No. 364791.

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, Marshall Naiman is the owner of Lot A, Block 102, of Horton's Addition
NOW, THEREFORE, This AGREEMENT, signed and executed this 8 day of July, 1946, by Marshall Naiman that I will, for and in consideration of the permission granted to remove 10' feet of curbing on 11th between Market and Island adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

MARSHALL NAIMAN
1101 Market

STATE OF CALIFORNIA,)
) ss.
County of San Diego

On this 8th day of July, A.D. Nineteen Hundred and forty-six before me Emma Geradehand, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marshall Naiman 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 October 28, 1949

EMMA GERADEHAND
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 9th day of July, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 15 1946 10 Min. past 12 P.M. in Book 2167 at page 380 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.
ROGER N. HOWE, County Recorder
R. N. HOWE
V. L. BAUS
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Marshall Naiman; being Document No. 363514.
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 A. Lazzaro & Bessie E. Lazzaro is the owner of Lots 6 & 7, Block 3, of Islenair Unit #1

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of July, 1946, by Charles A. Lazzaro & Bessie E. Lazzaro that we will, for and in consideration of the permission granted to remove 15 feet of curbing on Isla Vista Dr. on Lot #7 Blk 3 Islenair Unit #1 adjacent to the above described property, bind ourselves to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves 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.

CHARLES ALBERT LAZZARO
BESSIE EUGENIA LAZZARO
4092 - 51st San Diego 5.

STATE OF CALIFORNIA,)
County of San Diego) ss.
On this 2nd day of July, 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 Charles Albert Lazzaro and Bessie Eugenia Lazzaro 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 May 7, 1949

W. W. DUFFIELD
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 11th day of July, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 15 1946 10 min. past 12 P.M. in Book 2167 at page 377 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.
ROGER N. HOWE, County Recorder
R. N. HOWE,
V. L. BAUS
Copyist County Recorder's Office, 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 A. Lazzaro et ux; being Document No. 363526.
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. Harvey Chambers is the owner of Lots 10, 11 & 12, Block 210, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of July, 1946, by J. Harvey Chambers I will, for and in consideration of the permission granted to remove 34 feet of curbing on Bandini between Pacific Highway and Kurtz St. and 40 feet of curbing on Kurtz between Bandini & and Wright 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.

J. HARVEY CHAMBERS
2077 Kurtz St. San Diego 1, Calif.

STATE OF CALIFORNIA, }
County of San Diego. } ss. INDIVIDUAL ACKNOWLEDGMENT

On this 8th day of July, A.D. Nineteen Hundred and Forty Six before me William W. Dickson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. Harvey Chambers known to me to be the person described in and whose name is suscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) My Commission Expires November 5, 1949
WILLIAM W. DICKSON
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 11th day of July, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 15 1946 10 min. past 12 P.M. in Book 2167 at page 376 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
R.N. HOWE
V. L. BAUS
Copyist County Recorder's Office, 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. Harvey Chambers; being Document No. 363587.

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

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Paul Picco is the owner of Lot 9, Block A, of Highland Sq.

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of July, 1946, by Paul Picco that he will, for and in consideration of the permission granted to remove 18' feet of curbing on 44th St. between Newton and Stratton Ave. 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 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.

PAUL PICCO
4384 Newton Ave.

STATE OF CALIFORNIA, }
County of San Diego. } ss.

On this 2nd day of July, 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 Paul Picco known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) My Commission Expires July 17, 1948
ROSA M. FENLEY
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 12th day of July, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 15 1946 10 min. past 12 P.M. in Book 2167 at page 374 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
R. N. HOWE
V. L. BAUS
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Paul Picco; being Document No. 363588.

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

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Eva O. Callahan is the owner of Lots 31 and 32, Block 236, of Pacific Beach NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of June, 1946, by Eva O. Callahan that she will, for and in consideration of the permission granted to remove 18 ft. feet of curbing on Grand Ave. (1636 Grand) between Ingraham and Jewell 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 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.

EVA O. CALLAHAN
Res. 3684 Bayside Walk

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 29th day of June, A.D. Nineteen Hundred and 46 before me G. Gordon Turner, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Eva O. Callahan 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.

G. GORDON TURNER
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires Aug. 22, 1949

I HEREBY APPROVE the form of the foregoing agreement this 26th day of July, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 5 1946 26 min. past 10 A.M. in Book 2208 at page 87 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
HELEN NASI
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 Eva O. Callahan; being Document No. 363991.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Sam Moder is the owner of Lot 151 Kensington Heights No. 2, Block__, of__ NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of August, 1946, by Sam Moder that he will, for and in consideration of the permission granted to remove 15 feet of curbing on Hastings Road between Hilldale and Canyon 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.

SAM MODER
4051 1/2 - 30th Street

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 3rd day of August, A.D. Nineteen Hundred and Forty-six before me Chris M. Andersen, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared SAM MODER known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

CHRIS M. ANDERSEN
Notary Public in and for the County of San Diego,
State of California

(SEAL)

I HEREBY APPROVE the form of the foregoing agreement this 8th day of August, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 9 1946 11 min. past 10 A.M. in Book 2209 at page 212 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
A. L. HOAR
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 Sam Moder; being Document No. 364411.

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, Joe Estes & W. E. Vollmann is the owner of Lot 22 & 23, Block 8, of La Jolla Park, La Jolla, Calif.

NOW, THEREFORE, This AGREEMENT, signed and executed this 26 day of July, 1946, by Joe Estes & W. E. Vollmann we will, for and in consideration of the permission granted to remove 18 ft. feet of curbing on Fay between Pearl St. and Kline St. adjacent to the above described property, bind us to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

JOE F. ESTES
W. E. VOLLMANN
920 Pearl St.
La Jolla, Calif.

STATE OF CALIFORNIA,)
County of San Diego) ss. INDIVIDUAL ACKNOWLEDGMENT

On this 26 day of July, A.D. Nineteen Hundred and 46 before me Edna K. Burr, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joe F. Estes, W. E. Vollmann known to me to be the person described in and whose name are suscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) EDNA K. BURR
Notary Public in and for the County of San Diego,
My Commission Expires April 14, 1950 State of California

I HEREBY APPROVE the form of the foregoing agreement this 29th day of July, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 5 1946 26 min. past 10 A.M. in Book 2198 at page 412 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 Joe Estes and W. E. Vollmann; being Document No. 364064.

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 store building with 3 ft. setback.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.
CITY OF SAN DIEGO)

Reg Stalmer, after being first duly sworn, for himself deposes and says;
That I am the owner of the hereinafter described real property; Lots Ten (10) and Eleven (11) Block---Subdivision G. A. Bush Addition, located at Northeast corner of 6th and University;
That I desire to construct a store building 3 ft. from the property line on University and have applied for a variance to the Zoning Ordinance by Application No. 3551, dated February 19, 1946;

That I, in consideration of approval granted by the City of San Diego to construct said building 3 ft. from the property line on University by Zoning Committee Resolution No. 1392, dated March 14, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if and when the street is widened the building will be moved back. If the widening is done within two (2) years I will expect the City to pay the cost of moving but after two (2) years I will pay the cost of moving.

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.

REG STALMER
305 Washington St.

On this 27 day of July, A.D. Nineteen Hundred and forty-six, before me, Doris Smylie A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Reg Stalmer, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) DORIS SMYLIE
Notary Public in and for the County of San Diego,
My Commission Expires July 24, 1949 State of California

RECORDED AUG 5 1946 26 min. past 10 A.M. in Book 2198 at page 422 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
V. OSGOOD

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Reg Stalmer relative to store building at northeast corner of 6th and University Avenue; being Document No. 364065.

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 SOSA, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four thousand nine hundred ninety Dollars (\$4,990.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of August, 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 labor and equipment for the collection and removal of, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the area or district particularly set forth and described in said contract;

WHEREAS, the aforesaid penal sum of Four thousand nine hundred ninety dollars (\$4,990.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors and assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of 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.

FRANK SOSA
Principal
MARYLAND CASUALTY COMPANY
By F. F. EDELEN
Surety (SEAL)
(F. F. Edelen) Its Attorney-in-Fact.

I HEREBY APPROVE the form of the foregoing Bond this 22nd day of August, 1946.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 23 day of Aug., 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 13th day of August, 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.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 13 day of Aug., 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 SOSA, 4970 Imperial Avenue, San Diego, California, party of the second part, and hereinafter sometimes designated as the "Contractor," WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal, and to collect and remove, all 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 nine hundred ninety-six

dollars (\$1,996.00), per month, to-wit:

Collection Day.

Monday to Friday, inclusive: . . .

District or Area of Collection

From all of A St. to all of Market St. from the east side of 2nd Ave. to the Bay on the west, and from the east side of 12th Ave. to the west side of 8th Ave. from the south side of A St. to the north side of Market St. Two (2) trucks are required for the collection of City refuse in the above-described territory.

Saturday

All territory between the south side of A Street to the north side of Market Street from both sides of 7th Ave., to the west side of 3rd Ave. Two (2) trucks are required for the collection of City refuse in the above-described territory.

The period of this contract shall extend from August 1, 1946, to and including December 31, 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>Rate Per Diem of 8 Hours.</u> |
|---|----------------------------------|
| Drivers of trucks legal payload capacity less than 6 tons - | \$ 8.60 |
| Laborers, common, | 8.00 |

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(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 nine hundred ninety-six dollars 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. 83270 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 SOSA
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 22nd day of August, 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 - Frank Sosa, rubbish collection; being Document No. 364794.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That T. E. Hayes, 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, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand six hundred twenty-five Dollars (\$2,625.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 1st day of August, 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 labor and equipment for the collection and removal of, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the area or district particularly set forth and described in said contract;

WHEREAS, the aforesaid penal sum of Two thousand six hundred twenty-five dollars (\$2,625.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors and assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of 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.

T. E. HAYES
Principal
HARTFORD ACCIDENT & INDEMNITY
COMPANY
GEO. H. MURCH (SEAL)
Surety

Geo. H. Murch, Attorney-in-Fact.
22nd day of August, 1946.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 23 day of Aug., 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 1st day of August in the year one thousand nine hundred and forty-six, before me, May Shannon, a Notary Public in and for said County of San Diego, residing therein, duly commissioned and sworn, personally appeared Geo. Murch known to me to be the Attorney in Fact of the Hartford Accident and Indemnity Company, the Corporation described in and that executed the within instrument; and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of San Diego, the day and year in this certificate first above written.

(SEAL)
My Commission Expires Nov. 19, 1948

MAY SHANNON
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 6 day of August, 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 T. E. HAYES, 1143 Harding Ave., San Diego, California, party of the second part, and hereinafter sometimes designated as the "Contractor," WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and at the times hereinafter specified, for the total sum of One thousand fifty dollars (\$1050.00) per month, to-wit:

| <u>Collection Day.</u> | <u>District or Area of Collection</u> |
|------------------------|--|
| Monday | Daily downtown - None. From the south side of Adams Avenue to the North side of Monroe Avenue; from the east side of 42nd Street to the west side of Van Dyke Avenue. From the north side of Monroe Avenue to the canyons on the north between Fairmount and all of Aldine Drive. From the south side of Monroe Ave. to the north side of El Cajon Blvd. From the east side of Marlborough to the west side of Euclid Avenue. |
| Tuesday | From the east side of Herbert to both sides of Florida St.; from Robinson Ave. to Upas St., and from Robinson Ave. to University Ave. The east side of Park Blvd. and all of Florida St. |
| Wednesday | From the east side of Boundary St. to the canyons on the east. From the south side of University Ave. to the canyons on the south. From the west side of Boundary St. to the canyons on the west. From all of Kew Terrace to the canyons on the south, and from the west side of Boundary St. to the east side of 33rd St. From the north side of Upas St. to the intersection of 33rd Street and Boundary St. on the north. |
| Thursday | From the west side of 1st Avenue to the east side of State St. From the north side of Juniper St. to the south side of Maple St. From the east side of Reynard Way and Curlew St. to the canyon on the east. From the north side of Maple St. to the south side of Brookes Ave. |
| Friday | From the west side of Midway Drive to the east side of Frontier. From the north side or Rosecrans St. to the intersection of Frontier and Midway. This includes all of Stonington Housing Project. |

The period of this contract shall extend from August 1, 1946, to and including December 31, 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:

| <u>Trade or Occupation</u> | <u>Rate Per Diem of 8 Hours.</u> |
|---------------------------------|----------------------------------|
| Drivers of trucks legal payload | \$ 8.60 |
| capacity less than 6 tons - | |
| Laborers, common, | 8.00 |

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(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 not 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. 83720 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

T. E. HAYES
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 22nd day of August, 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 - T. E. Hayes, rubbish collection; being Document No. 364795.

FRED W. SICK
City Clerk of the City of San Diego, California

By Frances T. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That EDWIN J. SNORE, 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 Two thousand four hundred ninety-eight Dollars (\$2,498.00), lawful money of the United States of America, to be 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 6th day of August, 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 labor and equipment for the collection and removal of, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the area or district particularly set forth and described in said contract;

WHEREAS, the aforesaid penal sum of Two thousand four hundred ninety-eight dollars (\$2,498.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors and assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of 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.

EDWIN J. SNORE
Principal

PACIFIC EMPLOYERS INSURANCE COMPANY
Surety

By ROBERT F. DRIVER
Attorney-in-Fact (SEAL)

I HEREBY APPROVE the form of the foregoing Bond this 22nd day of August, 1946.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 23 day of Aug., 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 6th day of August, 1946, 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.

RICHARD M. BOWEN
Notary Public in and for the State of California
County of San Diego

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 6 day of August, 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 EDWIN J. SNORE, 4239 Arizona Street, San Diego, California, party of the second part, and hereinafter sometimes designated as the "Contractor," WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal, and to collect and remove, all 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 Nine hundred ninety-nine dollars (\$999.00) per month, to-wit:

| Collection Day | District or Area of Collection |
|---------------------|---|
| Monday | Daily downtown - both sides of C Street, 8th to 2nd. From the east side of Hawley Blvd. to Ward Road on the east and from the north side of Adams Ave. to the canyons on the north. |
| Tuesday | From the west side of Herbert to the canyons on the west and from the north side of Upas St. to the south side of Essex St. |
| Wednesday | From the north side of 31st St. to Balboa Park on the West and from the south side of Elm St. to the north side of A St. |
| Thursday | From the west side of Arden Way to the canyons on the west. From the south side of Pine St. to the canyons on the south. |
| Friday | From the north side of Fordham to the intersection of Leland and Barnard, from all of Kenyon and Earlham to the west side of Midway. |

The period of this contract shall extend from August 1, 1946, to and including December 31, 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>Rate Per Diem of 8 Hours.</u> |
|---|----------------------------------|
| Drivers of trucks legal payload capacity less than 6 tons - | \$ 8.60 |
| Laborers, common, | 8.00 |

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(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 Nine hundred ninety-nine dollars (\$999.00) 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. 83270 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
EDWIN J. SNORE
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 22nd day of August, 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 - Edwin J. Snore, rubbish collection; being Document No. 364796.

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, George R. Daley is the owner of Lots 21, 22, 23 and 24 in Block 98 of, Block 98, of San Diego Land & Town Company's Addition, San Diego, California.

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of July, 1944, by George R. Daley that he will, for and in consideration of the permission granted to remove Thirty feet of curbing on Main Street between Corner of Sicard and _____ adjacent to the above described property, bind _____ to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on G. R. Daley his 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 R. DALEY
P.O. Box 67, North Park Station,
San Diego, California

STATE OF CALIFORNIA,

County of San Diego

ss.

On this 16th day of July, A.D. Nineteen Hundred and Forty-six before me C. D. Moore, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George R. Daley known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that _____ 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)

C. D. MOORE
Notary Public in and for the County of San Diego, State of California.

My Commission Expires Aug. 29, 1948

I HEREBY APPROVE the form of the foregoing agreement this 18th day of July, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 19 1946 1 P.M. in Book 2167 at page 443 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder.
By Deputy D. COLE
V. L. BAUS
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 George R. Daley; being Document No. 363789.
FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, William P. Kesling & A. J. Free are the owner of Lot 8, Block _____, of La Jolla Gables;

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of July, 1946, by W. P. Kesling & A. J. Free that they will, for and in consideration of the permission granted to remove 16' feet of curbing on Dowling St. between Via Del Norte and Palomar, 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 agrees that this agreement shall be binding on themselves heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

W. P. KESLING
A. J. FREE
7522 Girard Ave.

STATE OF CALIFORNIA, }
County of San Diego, } ss.

On this 16th day of July, 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 A. J. Free and W. P. Kesling known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) RUTH GARTY
Notary Public in and for the County of San Diego,
My Commission Expires April 30, 1948 State of California

I HEREBY APPROVE the form of the foregoing agreement this 18th day of July, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 19 1946 1 P.M. in Book 2167 at page 447 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
V. L. BAUS
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 William P. Kesling and A. J. Free; being Document No. 363791.
FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, W. P. Kesling and A. J. Free are the owner of Lot 25, Block _____, of La Jolla Gables;

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of July, 1946, by W. P. Kesling that they will, for and in consideration of the permission granted to remove 16' feet of curbing on Palomar between Via Del Norte and Rosemont, adjacent to the above described property, bind themselves 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 them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on themselves heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

A. J. FREE
W. P. KESLING
7522 Girard Ave.

STATE OF CALIFORNIA,

County of San Diego,

) ss.

On this 16th day of July, 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 A. J. Free and W. P. Kesling known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires April 30, 1948

RUTH GARTY
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, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 19 1946 1 P.M. in Book 2167 at page 449 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. L. BAUS

Copyist County Recorder's Office, 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. P. Kesling and A. J. Free; being Document No. 363792.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatters DeputyA G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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. P. Kesling & A. J. Free are the owner of Lot 17, Block 55, of Point Loma Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 7 day of Aug., 1946, by A. J. Free & W. P. Kesling we will, for and in consideration of the permission granted to remove 16 feet of curbing on Del Mar between Catalina Blvd. and Venice adjacent to the above described property, bind themselves to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on themselves heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

W. P. KESLING

A. J. FREE

7522 Girard Ave.

STATE OF CALIFORNIA,

County of San Diego

) ss.

INDIVIDUAL ACKNOWLEDGMENT

On this 8th day of July, 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 W. P. Kesling and A. J. Free known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission Expires April 30, 1948

RUTH GARTY
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, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 16 1946 1 min. past 2 P.M. in Book 2216 at page 44 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder

By Deputy GLEN L. STRAH

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 W. P. Kesling et al; being Document No. 364504.

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, Gussie Both is the owner of Lot E 1/2 of Lot 1, Block 5, of Loma Grande Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 12 day of August, 1946, by Gussie Both that _____ will, for and in consideration of the permission granted to remove 20 ft. feet of curbing on Ivy Lane between 5th Avenue and 6th Ave. adjacent to the above de- scribed 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 Gussie Both 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.

GUSSIE BOTH
3514 - 6th Avenue

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 12 day of August, 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 Gussie 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) JAMES M. TRUAX
My Commission Expires June 24, 1949 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, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 16 1946 1 min. past 2 P.M. in Book 2216 at page 59 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book.
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 Gussie Roth; being Document No. 364507.

FRED W. SICK
City Clerk of the City of San Diego, California

By FITatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curb- ing so removed, at such time as requested so to do by the City Council, and

WHEREAS, W. P. Kesling and A. J. Free are the owners of Lot 15, Block 56, of Point Loma Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of Aug., 1946, by A.J. Free & W. P. Kesling, we will, for and in consideration of the permission granted to remove 16' feet of curbing on Coronado St. between Catalina Blvd. and Venice Ave. adjacent to the above described property, bind themselves to, and do hereby by these presents agrees to re- move any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on themselves heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

W. P. KESLING
A. J. FREE
7522 Girard Ave.

STATE OF CALIFORNIA,)
County of San Diego) ss.

INDIVIDUAL ACKNOWLEDGMENT

On this 8th day of August, A.D. Nineteen Hundred and forty-six before me the under- signed, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. P. Kesling and A. J. Free known to me to be the persons described in and whose names are suscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) RUTH GARTY
My Commission Expires April 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 13th day of August, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 16 1946 1 min. past 2 P.M. in Book 2216 at page 45 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego,

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book.
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 W. P. Kesling et al; being Document No. 364505.

FRED W. SICK
City Clerk of the City of San Diego, California

By FITatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, A. J. Free & W. P. Kesling are the owners of Lot 19, Block 57, of Point Loma Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 7 day of Aug., 1946, by A. J. Free & W. P. Kesling, we will, for and in consideration of the permission granted to remove 16' feet of curbing on Santa Cruz between Catalina Blvd. and Venice Ave. adjacent to the above described property, bind themselves to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at _____ own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on themselves heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

W. P. KESLING
A. J. FREE
7522 Girard Ave.

STATE OF CALIFORNIA,

County of San Diego

ss.

INDIVIDUAL ACKNOWLEDGMENT

On this 8th day of August, 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 W. P. Kesling and A. J. Free known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission Expires April 30, 1948

RUTH GARTY
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, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 16 1946 1 min. past 2 P.M. in Book 2216 at page 58 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder, By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book and
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 A. J. Free et al; being Document No. 364506.

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, The Atchison Topeka And Santa Fe Railway Company is the owner of Lot No. 1 (And adjacent Depot Grounds), Block 299, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of June, 1946, by The Atchison, Topeka & Santa Fe Railway Co. that it will, for and in consideration of the permission granted to remove 45 feet of curbing on Pacific Highway between 5' south of S. line of B St. (Closed) and Center Line B Street (Closed) 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 The Atchison Topeka & Santa Fe Ry Company 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. T. & S. F. RY. CO. COAST LINES
A. B. ENDERLE, Superintendent
San Bernardino, Calif.

STATE OF CALIFORNIA,

County of San Bernardino)

ss.

On this 2nd day of July, A.D. Nineteen Hundred and forty-six, before me W. L. Clarke, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. B. Enderle, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he has executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Bernardino, County of San Bernardino, State of California, the day and year in this certificate first above written.

(SEAL)

W. L. CLARKE
Notary Public in and for the County of San Bernardino, State of California

I HEREBY APPROVE the form of the foregoing agreement this 18th day of July, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 19 1946 1 P.M. in Book 2167 at page 445 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. L. BAUS
Copyist County Recorder's Office, 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 Atchison, Topeka and Santa Fe Railway Company; being Document No. 363790.

FRED W. SICK
City Clerk of the City of San Diego, California
By FT Patten Deputy

AGREEMENT - WATER MAIN EXTENSION

Description of Property: Lot Part of Lot 12 as described hereon: Beginning at intersection of the easterly line of Lot 12 with the south line of Trojan Ave., then west along said south line 120' to true point of beginning. Then continuing west 50', then at right angles south to intersect with southerly line of land conveyed to McManness 1019/389 O.R., then southeasterly along said southerly line to point due south of true point of beginning, then north to true point of beginning.

Block _____ Subdivision Lemon Villas
Name of Street where Water Main has been Installed 5385 Trojan Ave.
Water Main has been Installed Between 53rd Street and 54th Street
Total Amount to be Paid Thirty-seven and 50/100 Dollars. (\$37.50)
No. of Equal 1 Amount of each 7.50
Installments 6 Installment \$ 5.00

Pursuant to provisions of Ordinance No. 3063 (New Series) and Ordinance No. 3173 (New Series) of the Ordinances of the City of San Diego, California, providing for the installation of permanent water mains in city streets and alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of the City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to the City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.
CITY OF SAN DIEGO Owner's Signature WILLIAM F. RUNNELS
By G. E. ARNOLD Address 5385 Trojan Avenue

Approved as to form: J. F. DuPAUL, City Attorney
By J. H. McKinney
Deputy City Attorney

STATE OF CALIFORNIA,)
County of San Diego) SS.

On this 30th day of July, 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 William F. Runnels known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, 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

SCHEDULE OF PAYMENTS

| Date Due | Amount | Date Paid | Receipt Number |
|----------|--------|-----------|----------------|
| 8/1/46 | 7.50 | 7/30/46 | 3209 |
| 9/1/46 | 5.00 | | |
| 10/1/46 | 5.00 | | |
| 11/1/46 | 5.00 | | |
| 12/1/46 | 5.00 | | |
| 1/1/47 | 5.00 | | |
| 2/1/47 | 5.00 | | |

RECORDED AUG 16 1946 1 min. past 2 P.M. in Book 2216 at page 30 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE
By Deputy GLEN L. STROH
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 Payment for Installation of Water Main Agreement from William F. Runnels; being Document No. 364494.

FRED W. SICK
City Clerk of the City of San Diego, California
By FT Patten Deputy

PROJECT AGREEMENT - 1945-47 BIENNIUM

THIRD SUPPLEMENTAL MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the city, and the Department of Public Works of the State of California, hereinafter referred to as the department,

WITNESSETH, THAT, WHEREAS, a second 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 March 5, 1946, and by the department April 2, 1946, providing for the work described herein as projects 48, 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 funds for additional work described herein as project 57;

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 (City funds) | |
| | Route 77 | 1.23 | stripes | |
| | Route 200 | 5.75 | | |
| (b) | Work by department: | | | |
| | Route 2 | 21.43 | General maintenance | |
| | Route 200 | 0.38 | July 1, 1945, to June 30, 1947 | 28,500.00 |
| | Route 2 | 21.43 | | 500.00 |
| | Route 12 | 14.87 | Maintain signs | 400.00 |
| | Route 77 | 1.78 | | 300.00 |
| | Route 200 | 5.75 | | 75.00 |
| | | | | 150.00 |
| 56 | El Cajon Blvd., rt. 12, from Euclid Ave. to east city limits | 3.2 | Surveys and plans | 12,000.00 |
| 57 | Pacific Highway, rt. 2, at Laurel St. | | Acquire right of way | 4,500.00 |
| | | | Total | \$296,425.00 |

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 streets 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. RIGHT OF WAY

The right of way designated in project 57 will be secured by the department. The cost provided for herein includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the payment of any and all damages to property arising by reason of the project; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

ARTICLE V. 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 VI. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accruing under the provisions of Section 203 of the Streets and Highways Code, are available as follows:

| | |
|---|-------------------|
| Unexpended under project 33 | \$ 4,641.92 |
| Unexpended under project 46 (f) | 228.05 |
| Unexpended under project 51 (b) | 343.40 |
| Unexpended under project 53 | 7,149.81 |
| Unexpended under project 54 | 3,170.03 |
| Accrued and unprogrammed to June 30, 1945 | 164,334.02 |
| Estimated to accrue, 1945-47 biennium | <u>459,200.00</u> |

Total \$639,067.23

The amount of \$296,425.00 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), 56, and 57 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 VII. FINAL REPORTS

The city will submit reports of expenditures in such detail as required by the department. The reports shall show in full all expenditures from 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, 56, and 57, the department shall submit to the city a final report of expenditures made for such work.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

The Department of Public Works hereby delegates to the city such administrative powers, jurisdiction, and authority as are vested by law in the department to regulate and control the 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 30th day of July, 1946, and the department on the 20th day of August, 1946.

Approval recommended:

E. E. WALLACE, District Engineer

CITY OF SAN DIEGO

By F. A. RHODES, City Manager

L. V. CAMPBELL

Engineer of City and Cooperative Projects

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

By J. B. STANDLEY

Principal Assistant Engineer

Approved as to form and procedure:

C. C. CARLETON, Chief Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Third Supplemental Memorandum of Agreement for Expenditure of 1/4 cent Gas Tax for State Highways; being Document No. 364821.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. A. Rhodes Deputy

KNOW ALL MEN BY THESE PRESENTS, That RICHFIELD OIL CORPORATION, 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 Seventeen thousand five hundred Dollars (\$17,500.00), 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 21st day of August, 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, from time to time as ordered or required by the City, during the period beginning August 1, 1946, and ending June 30, 1947: Richfield Ethyl Gasoline and Hi-Octane Gasoline; 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. EVE B. BONNER

C. Eve B. Bonner, Secretary

RICHFIELD OIL CORPORATION

G. S. MASON Principal

G. S. Mason, General Sales Manager

SAINT PAUL-MERCURY INDEMNITY COMPANY
Surety

By M. E. DITTMAN

M. E. Dittman, Its Attorney-in-

Fact

(SEAL)

I HEREBY APPROVE the form of the within Bond, this 23rd day of August, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 23 day of Aug., 1946.

F. A. RHODES

City Manager

Acknowledgement of Attorney-in-Fact.

STATE OF CALIFORNIA,)

ss.:

County of Los Angeles)

On this 21st day of August, 1946, 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 May 8, 1950

EVELYN C. HOGLUND

Notary Public Evelyn C. Hoglund

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 21st day of August, 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 herein-after sometimes designated as the City, and RICHFIELD OIL CORPORATION, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on

the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: from time to time as ordered or required by the city, during the period beginning August 1, 1946, and ending June 30, 1947:

(a) Ethyl gasoline:

Brand Name - RICHFIELD ETHYL GASOLINE (Octane, minimum 78)

(b) Second structure gasoline:

Brand Name - HI-OCTANE GASOLINE (Octane, minimum 74)

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. 363186.

Said contractor hereby agrees to furnish and deliver said gasoline at and for the following prices, to-wit:

Richfield Ethyl Gasoline, tank truck delivery, \$.0921 per gallon;
 Hi-Octane Gasoline, tank truck delivery, \$.0771 per gallon;
 Hi-Octane Gasoline, truck and trailer delivery,
 5000 gallons or more, \$.0746 per gallon;

Said price per gallon on each grade of gasoline, as hereinabove stated, excludes the State and Federal taxes. 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.

Said price per gallon shall be the maximum price to be charged the City during the period covered by this contract. When contractor's posted tank wagon price, or price to commercial accounts generally in effect at time and place of delivery for the particular product and type of delivery involved, including taxes applicable to sales herein, is lower than the maximum price indicated herein for such product, then the City shall receive such lower price while in effect.

The gasoline herein described as "Second Structure Gasoline" shall be the grade sold next in price to Ethyl gasoline. Should the contractor during the life of the contract market any gasoline next in grade to Ethyl gasoline, and superior to the second structure gasoline, such superior gasoline shall be furnished for the balance of the contract at no advance in price over the second structure gasoline.

Deliveries of said gasoline, at the price for the several grades, as hereinabove specified, shall be made to the City's storage tanks located within the City limits of The City of San Diego on deliveries of 40 gallons or more, as well as similar deliveries to Hodges Grove, Bernardo Bridge, Lockwood Mesa, El Capitan Dam, Otay Dam, Torrey Pines Pumping Station, Chollas Station and San Vicente Dam. Gasolition shall be delivered as ordered and required by the City.

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 August 1, 1946, to June 30, 1947, will be 440,000 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.

Any changes in characteristics of gasoline, due entirely to governmental regulations which may be imposed, will be accepted by the City, and will not be considered a violation of the contract. The contractor agrees to increase the octane rating of both Ethyl and second structure gasoline, as permitted by Federal regulation.

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 of manufacturing or making deliveries in the customary manner are prevented or hindered by 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 gasoline 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 following sums, to-wit:

(a) Ethyl gasoline:

Brand name - RICHFIELD ETHYL GASOLINE,
 (Octane, minimum 78)

\$.0921 per gallon;

(b) Second structure gasoline:

Brand name - HI-OCTANE GASOLINE; (Octane,
 minimum 74): Tank truck delivery,

\$.0771 per gallon;

Truck and trailer delivery,

5000 gallons or more,

\$.0746 per gallon;

Payments will be made monthly for gasoline purchased 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 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 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 con-

tinues, 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. 83724 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

RICHFIELD OIL CORPORATION

G. S. MASON

Contractor

G. S. Mason, For General Sales
Manager

(SEAL)

ATTEST: CLEVE B. BONNER

Cleve B. Bonner, Secretary

I HEREBY APPROVE the form and legality of the foregoing contract this 23 day of August, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I, CLEVE B. BONNER, certify that I am the Secretary of RICHFIELD OIL CORPORATION; that G. S. Mason who signed this Contract on behalf of the Corporation was then its AGENT and that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body.

CLEVE B. BONNER (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Richfield Oil Corporation for furnishing City's requirements of gasoline; being Document No. 364835.

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 31 day of August, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the "City," and R. E. HAZARD, San Diego, California, hereinafter called the "Lessee," WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by said 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 particularly described as follows, to-wit:

All of Pueblo Lot 1203 of the Pueblo Lands of The City of San Diego, as shown on Map made by James Pascoe in 1870, a copy of which map is filed as Miscellaneous Map No. 36, in the Office of the County Recorder of the County of San Diego, State of California, (excepting therefrom that portion lying easterly of the westerly line of Linda Vista Road, as shown on City of San Diego Operating Department Map 322-B, dated June 11, 1917, the center line of said 50 feet paved road intersecting the south line and the east line of said Pueblo Lot 1203 at points distant 245.3 feet west and 503.14 feet north, respectively, from the southeast corner of said Pueblo Lot 1203); containing 160 acres of more, more or less; subject to all easements and encumbrances of whatsoever nature

For a term of ten (10) years, beginning on the 15th day of August, 1946, and ending on the 14th day of August, 1956, at the following rentals: Three hundred fifty dollars (\$350.00) per year for the first five years of said term, and six hundred dollars (\$600.00) per year for the second and last five years of said term; said rentals to be payable annually in advance, at the office of the Lessor.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing and/or agricultural purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City;

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. The lessee has made certain improvements upon the land and premises herein described, and it is agreed that in the event said lease is terminated, as set forth in paragraph "Eighth" hereof, that an adjustment shall be made, taking into consideration the cost of the improvements and the length of time the lease has run; it being understood that the improvements are to become the property of The City of San Diego upon the expiration or termination of this lease.

Eleventh: The lessee agrees to clear the above described lands of all brush and debris, and to fence the entire site with a good, serviceable fence.

Twelfth: 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 City at the termination of the term of this lease.

It is understood and agreed that a waiver by the City of any default hereunder shall not be considered nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises, or any part thereof, or to the assignment of 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 it 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. 3228 (New Series) of the ordinances of said City authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
Lessor
By F. A. RHODES
City Manager

R. E. HAZARD

I HEREBY APPROVE the form and legality of the foregoing Agreement this 29th day of August, 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 R. E. Hazard for portion of Pueblo Lot 1203; being Document No. 365103.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. A. Rhodes Deputy

KNOW ALL MEN BY THESE PRESENTS, That FRANK A. HYNUM, 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 four hundred eighty-eight Dollars (\$2,488.00), lawful money of the United States of America, to be 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 12th day of August, 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 labor and equipment for the collection and removal of, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the area or district particularly set forth and described in said contract;

WHEREAS, the aforesaid penal sum of Two thousand four hundred eighty-eight dollars (\$2,488), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors and assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of 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.

FRANK A. HYNUM Principal

GLENS FALLS INDEMNITY COMPANY
Surety
By M. KLOTZ (SEAL)
M. Klotz - Attorney

I HEREBY APPROVE the form of the foregoing Bond this 22nd day of August, 1946.
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney
I HEREBY APPROVE the foregoing Bond this 23 day of Aug., 1946.
F. A. RHODES
City Manager

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 12th day of August in the year One Thousand Nine Hundred and forty-six before me, HARRY LEONARD a Notary Public in and for the said County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared M. Klotz 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
My Commission Expires Nov. 15, 1948 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 12 day of Aug., 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 A. HYNUM, 3430 Cottonwood Street, San Diego, California, party of the second part, and hereinafter sometimes designated as the "Contractor," WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal, and to collect and remove, all 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 Nine hundred ninety-five dollars (\$995.00) per month, to-wit:

| Collection Day. | District or Area of Collection |
|---------------------|---|
| Monday | Daily downtown. Both sides of Beech St. - 5th Ave. to the Bay. From the east side of 37th St. to the west side of 41st St. From the north side of University Ave. to the south side of El Cajon Blvd. |
| Tuesday | From the north side of Date St. to the south side of Ivy St. From the west side of 6th Ave. to the east side of 1st Ave. |
| Wednesday | From both sides of 58th St. to the county line on the west and from both sides of Churchward to the county line on the south. From the east side of 45th St. to the county line on the east and from the south side of Imperial Ave. to the north side of Logan Ave. and from the south side of Logan Ave. to the county line on the south. From the east side of Highland Ave. to the county line on the east. |
| Thursday | Onley to Pacific - Balboa to Mission Bay - Pacific to foothills on east. From the north side of Nutmeg St. to the south side of Spruce St. From the east side of 1st Ave. to the west side of 6th Ave. From San Diego River to all of DeSoto St. |
| Friday | From the south side of Coronado to the north side of Hill. From the west side of Chatsworth Blvd. to the Ocean. |

The period of this contract shall extend from August 1, 1946, to and including December 31, 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 reserved 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, workmen or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

| <u>Trade or Occupation</u> | <u>Rate Per Diem of 8 Hours.</u> |
|---|----------------------------------|
| Drivers of trucks legal payload capacity less than 6 tons - | \$ 8.60 |
| Laborers, common, | 8.00 |

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(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 Nine Hundred ninety-five dollars (\$995.00) 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. 83270 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 A. HYNUM
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 22nd day of August, 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 Frank A. Hynum for collection and removal of City refuse; being Document No. 364928.

FRED W. SICK
City Clerk of the City of San Diego, California
By _____ Deputy

BOND NO. R. L. #80

KNOW ALL MEN BY THESE PRESENTS, That JAMES P. TWOHY, as Principal and NEW YORK CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand two hundred fifty Dollars (\$1250.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of August, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage or materials Buildings T-122, T-309, T-403, T-407, T-409, T-406; located at Camp Callan,

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.

JAMES P. TWOHY

Principal
NEW YORK CASUALTY COMPANY
Surety

By E. T. STARKE
Attorney-in-Fact (SEAL)

J. F. DUPAUL, City Attorney

By J. H. MCKINNEY
Deputy City Attorney

F. A. RHODES

City Manager

I HEREBY APPROVE the form of the within Bond, this 28th day of August, 1946.

I HEREBY APPROVE the foregoing bond this 28th day of August, 1946.

STATE OF CALIFORNIA

County of San Diego

ss.:

On this 23rd day of August in the year One Thousand Nine Hundred and 46 before me Sarah B. Lasky a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared E. T. Starke known to me to be the ATTORNEY-IN-FACT of the New York Casualty Company, the Corporation that executed the within instrument and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

SARAH B. LASKY

(SEAL)

My Commission expires 10-23-48

Notary Public in and for the County of San Diego,
State of California

STATE OF CALIFORNIA,

County of San Diego

ss

On this 23rd day of August, 1946, before me, Sarah B. Lasky a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared James P. Twohy personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

SARAH B. LASKY

(SEAL)

My Commission expires 10-23-48

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, County of San Diego, State of California, this 23rd day of August, 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 JAMES P. TWOHY, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. T-122, T-309, T-403, T-407, T-409, T-406, 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the

provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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 | \$ 1.65 hour |
| Laborer | 1.15 hour |

Foreman to receive not less than \$1.00 above trade classification.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five 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 the following fixed fee profits above cost for each of the following buildings: No. T-406, \$250.00; Nos. T-403, 407 and 409, \$60.00 each; Nos. T-122 and T-309, \$50.00 each.

That the total estimated cost of said work is \$5000.00.

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
JAMES P. TWOHY
Contractor

I HEREBY APPROVE the form and legality of the foregoing contract, this 28th day of August, 1946.

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 \$5,000.00.

Dated September 12, 1946

J. McQUILKEN
R. W. GEFFE
Auditor and Comptroller of the City of San Diego,
California

To be paid out of 256 Fund - Camp Callan Acquisition Trust Fund
Memo James P. Twohy - For Wrecking buildings set up in Con. #364979

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract from James P. Twohy to City of San Diego Re wrecking of Bldgs. at Camp Callan; being Document No. 364979.

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, Frank L. Weitzel and H. D. Lynn, (d.b.a. Lynn & Weitzel Auto Parts Exchange) are the owners of Lot G, Block 42, of New San Diego

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of July, 1946, by Frank L. Weitzel and H. D. Lynn, d.b.a. Lynn & Weitzel Auto Parts Exchange, we will, for and in consideration of the permission granted to remove 30 feet of curbing on F between Union and State 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 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.

FRANK L. WEITZEL & H. D. LYNN,
A Partnership d.b.a. Lynn & Weitzel
Auto Parts Exchange
By FRANK L. WEITZEL
By H. D. LYNN
302 West F St., San Diego

STATE OF CALIFORNIA, }

ss.

INDIVIDUAL ACKNOWLEDGMENT

County of San Diego }

On this 2 day of August, A.D. Nineteen Hundred and forty-six before me William S. Conlin, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank L. Weitzel and H. D. Lynn 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 Feb. 13, 1949

WILLIAM S. CONLIN
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 August, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 9 1946 11 min. past 10 A.M. in Book 2173 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

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 Frank L. Weitzel and H. D. Lynn; being Document No. 364388.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. T. Allen Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. C. SLAUGHTER, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three thousand Dollars (\$3,000.00), 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 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 20th day of August, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings T-2303, T-2306 and T-2307; for constructing Building T-2328 into one 3-bedroom house, and wrecking balance of building; for constructing Buildings T-2327 and T-2326 into two 2-bedroom and one 3-bedroom houses, and wrecking balance of buildings; for constructing Building T-2305 into one 2-bedroom and one 3-bedroom houses, and wrecking balance of building; for constructing Building T-2302 into two 2-bedroom houses, and wrecking balance of building; for cutting Building T-2304 into four sections, and bracing same for moving; for cutting Building T-2357 into three sections, and bracing same for moving, and wrecking balance of building; all of said buildings being located at Camp Callan, San Diego, California; said work to be done 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.

JIM C. SLAUGHTER

ATTEST: G. GORDON HURLBURT

Principal
HARTFORD ACCIDENT & INDEMNITY
COMPANY
Surety
(SEAL)

ATTEST: LILLIAN MALBECK

I HEREBY APPROVE the form of the within Bond, this 22nd day of August, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 22 day of Aug., 1946.

F. A. RHODES

City Manager

STATE OF CALIFORNIA, }

ss.

County of San Diego }

On this 20th day of August, before me, May Shannon, in the year one thousand nine hun-

dred and forty-six, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Geo. H. Murch, Attorney-in-Fact, known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said Geo. H. Murch duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)

My Commission Expires Nov. 19, 1948

MAY SHANNON
Notary Public in and for San Diego County, State of California.

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 20 day of August, 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, 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 other expense necessary for the wrecking for salvage of materials Buildings T-2303, T-2306 and T-2307; for constructing Building T-2328 into one 3-bedroom house, and wrecking balance of building; for constructing Buildings T-2327 and T-2326 into two 2-bedroom and one 3-bedroom houses, and wrecking balance of buildings; for constructing Building T-2305 into one 2-bedroom and one 3-bedroom houses, and wrecking balance of building; for constructing Building T-2302 into two 2-bedroom houses, and wrecking balance of building; for cutting Building T-2304 into four sections, and bracing same for moving; for cutting Building T-2357 into three sections, and bracing same for moving, and wrecking balance of building; all of said buildings being located at Camp Callan, San Diego, California; said work to be done 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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. |
|---|----------------------|
| Carpenter | \$ 1.65 per hour |
| Laborer | 1.15 per hour |
| Foreman to receive not less than \$1.00 above trade classification. | |

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 30 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 the following sums, to-wit:

A sum equal to the actual cost of the wrecking of Buildings T-2303, T-2306 and 2307, plus the following fixed fee profits above cost for each of said buildings, to-wit: T-2303, \$100.00 T-2306 and T-2307, \$140.00 each;

For constructing Building T-2328 into one 3-bedroom house and wrecking balance of building, a sum equal to the actual cost of said work, plus a fixed fee profit above cost of \$200.00;

For constructing Buildings T-2327 and T-2326 into two 2-bedroom houses and one 3-bedroom house, and wrecking balance of buildings, a sum equal to the actual cost of said work, plus a fixed fee profit above cost of \$200.00 for each of said buildings;

For constructing Building T-2305 into one 2-bedroom and one 3-bedroom houses, and wrecking balance of building, a sum equal to the actual cost of said work, plus a fixed fee profit above cost of \$175.00;

For constructing Building T-2302 into two 2-bedroom houses and wrecking balance of building, a sum equal to the actual cost of said work, plus a fixed fee profit above cost of \$125.00;

For cutting Building T-2304 into four sections and bracing the same for moving, a sum equal to the actual cost of said work, plus a fixed fee profit above cost of \$100.00;

For cutting Building T-2357 into three sections and bracing the same for moving, a sum equal to the actual cost of said work, plus a fixed fee profit above cost of \$125.00.

The estimated cost of said work is \$12,000.00.

That said payments shall be made as follows: On Saturday of each week, there shall be paid to the contractor a sum equal to the value of said work performed up to said day. Said weekly payments shall be based on the weekly work costs taken from the time cards, and the insurance costs submitted by the contractor. The balance of said contract price shall be paid to said contractor thirty-five (35) days after the completion of the work and the acceptance of the same by the City.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by the 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 22nd day of August, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

Cert. No. 35

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 \$12,000.00

Dated Aug. 28, 1946.

J. McQUILKEN

R. W. GEFFE

Auditor and Comptroller of the City of San Diego, California.

To be paid out of Camp Callan Acquisition Trust Fund (256-2900)

Memo J. C. Slaughter (To Wreck Bldgs. T-2303, 06, 07, 26, 27, 28, T-2302, 05, 04, 57)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. C. Slaughter for wrecking and salvaging certain buildings at Camp Callan; being Document No. 364862.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

August 13, 1946

Supplement to Cooperative Agreement

No. A5fs-9529 between the City of San Diego and the Cleveland National Forest, executed by both parties under date of July 13, 1945.

WHEREAS it is mutually agreed by both parties to this agreement that the opening of Barrett Lake to public use greatly increases the fire problems in that area, and

WHEREAS the existing agreement provides that upon mutual agreement in writing the amount to be paid by the City under this agreement may be modified to meet varying protection needs.

NOW, therefore the City of San Diego agrees to increase the amount to be paid for the

period July 1, 1946 to June 30, 1947, by Twelve Hundred and Sixty Dollars (\$1260.00) making a total annual payment of Thirty-two Hundred and Forty Dollars (\$3240.00) payments to be made at rate of Five Hundred and Forty Dollars (\$540.00) per month. The additional amount will be used for the salary and expense of a patrolman at Barrett Lake.

The existing agreement is not otherwise amended.
In Witness Whereof the parties hereto have executed this amendment the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Mgr.
CLEVELAND NATIONAL FOREST
By WM. F. FISCHER
Forest Supervisor

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplement to Cooperative Agreement between City of San Diego and Cleveland National Forest relative to opening of Barrett Lake to public use; being Document No. 364933.

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, Byron C. Guyer, Sr. is the the owner of Lot 12 and north 1/2 13, Block 38, of City Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 23rd day of July, - 46, by Byron C. Guyer that we will, for and in consideration of the permission granted to remove 10 feet of curbing on 38 - St. between University and Polk adjacent to the above described property, bind me to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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.

BYRON C. GUYER, SR.
4051 - 38th St.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 23 day of July, A.D. Nineteen Hundred and 46 before me John Wallen, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Byron C. Guyer, Sr. 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) JOHN WALLEN
Notary Public in and for the County of San Diego, State of California
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 July, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 5 1946 26 min. past 10 A.M. in Book 2200 at page 208 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
F. LEWIS

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 Byron C. Guyer, Sr.; being Document No. 363990.

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, WESTERN SERVICE & EQUIPMENT COMPANY is the owner of Lot 316, Block _____, of Pueblo Lands

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of July, 1946, by WESTERN SERVICE & EQUIPMENT COMPANY we will, for and in consideration of the permission granted to remove 80 ft. (2-40' Driveways) feet of curbing on Rosecrans between Frontier and Midway 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.

(SEAL)
 ATTEST: R. J. HARTMAYER
 R. J. Hartmayer, Secretary

WESTERN SERVICE & EQUIPMENT COMPANY
 By M. E. TAYLOR, President
 M. E. Taylor
 735 6th Avenue

STATE OF CALIFORNIA,)

ss.

CORPORATION ACKNOWLEDGMENT

County of San Diego)

On this day July 23, A.D. Nineteen Hundred and Forty-six, before me John H. Dawson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared M. E. Taylor and R. J. Hartmayer, known to me to be the president and secretary of the corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
 My Commission expires Feb. 28, 1950.

JOHN H. DAWSON
 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 August, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 9 1946 11 min. past 10 A.M. in Book 2173 at page 240 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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 Western Service and Equipment Company; being Document No. 364369.

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. R. Bostrom is the owner of Lot 7 Blk, 36 Eastern Add., Block 36, of Eastern Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of Aug., 1946, by J. R. Bostrom, I will, for and in consideration of the permission granted to remove 12 feet of curbing on Felton between Hawthorne and Grape 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.

J. R. BOSTROM
 1901 Middlesex Dr.
 Coronado

STATE OF CALIFORNIA,)

ss.

INDIVIDUAL ACKNOWLEDGMENT

County of San Diego)

On this 9th day of Aug., 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 J. R. Bostrom known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. 21, 1947

SARA C. deROJAS
 Notary Public in and for the County of San Diego, State of California

I HEREBY APPROVE the form of the foregoing agreement this 12th day of August, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 16 1946 1 min. past 2 p.m. in Book 2209 at page 436 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy GLEN L. STRAW

A. 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 J. R. Bostrom; being Document No. 364479.

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. HAROLD PETERSON and HELEN S. PETERSON are the owners of Lot (9) Nine, Block 221, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of August, 1946, by J. HAROLD PETERSON and HELEN S. PETERSON that they will, for and in consideration of the permission granted to remove twelve feet of curbing on Kurtz Street between Coutts Street and Bandini Street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves 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.

J. HAROLD PETERSON
HELEN S. PETERSON
3670 Coutts Street
San Diego 1, California

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 8th day of August, A.D. Nineteen Hundred and Forty-six before me CONSTANCE G. BECHTEL, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. HAROLD PETERSON and HELEN S. PETERSON 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 _____, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission Expires Mar. 26, 1950

CONSTANCE G. BECHTEL
Notary Public in and for the County of San Diego,
State of California.

I HEREBY APPROVE the form of the foregoing agreement this 12th day of August, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 16 1946 1 min. past 2 P.M. in Book 2209 at page 435 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book.
A. 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 J. Harold Peterson et ux; being Document No. 364480.

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, J. HAROLD PETERSON and HELEN S. PETERSON are the owners of Lot Ten (10), Block 221, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of August, 1946, by J. HAROLD PETERSON and HELEN S. PETERSON that they will, for and in consideration of the permission granted to remove twenty feet of curbing on Kurtz Street between Coutts Street and Bandini Street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves 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.

J. HAROLD PETERSON
HELEN S. PETERSON
3670 Coutts Street
San Diego 1, California

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 8th day of August, A.D. Nineteen Hundred and Forty-six before me Constance G. Bechtel, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. Harold Peterson and Helen S. Peterson 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 Mar. 26, 1950

CONSTANCE G. BECHTEL
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 12th day of August, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 16 1946 1 min. past 2 P.M. in Book 2210 at page 177 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book.
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 J. Harold Peterson et ux; being Document No. 364481.

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. Harold Peterson and Helen S. Peterson are the owners of Lot (7) seven, Block 221, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of August, 1946, by J. Harold Peterson and Helen S. Peterson that they will, for and in consideration of the permission granted to remove ten feet of curbing on Kurtz Street between Coutts Street and Bandini Street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves 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.

J. HAROLD PETERSON
HELEN S. PETERSON
3670 Coutts Street
San Diego 1, California

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 8th day of August, A.D. Nineteen Hundred and forty-six before me Constance G. Bechtel, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. HAROLD PETERSON and HELEN S. PETERSON 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 _____, County of San Diego, State of California, the day and year in this certificate first above written.

CONSTANCE G. BECHTEL

Notary Public in and for the County of San Diego,
State of California

(SEAL)

My Commission Expires Mar. 26, 1950

I HEREBY APPROVE the form of the foregoing agreement this 12th day of August, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 16 1946 1 min. past 2 P.M. in Book 2210 at page 177 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book.

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 J. Harold Peterson et ux; being Document No. 364482.

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, Krieger Oil Company Lessee from City of San Diego is the owner of Lot As shown on the ~~alter~~ map of Mission Beach No. 1809. Parcel 1 & 1A of Pueblo Lot 1803 in City of San Diego

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of August, 1946, by Lessee, Krieger Oil Company will, for and in consideration of the permission granted to remove 50 feet of curbing on Mission Blvd. between Ventura Place and 208 Feet, southerly adjacent to the above described property, bind itself to, and it hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs Krieger Oil Company 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 Krieger Oil Company 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.

ATTEST: SAM GOLDMAN
Gen. Sales Manager

KRIEGER OIL COMPANY
By Sam Goldman
General Sales Manager

STATE OF CALIFORNIA, }
County of San Diego } ss.

CORPORATION ACKNOWLEDGMENT

On this day 8th of August, A.D. Nineteen Hundred and forty-six, before me Mary E. Strong, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sam Goldman and _____, known to me to be the General Sales Manager of the corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) MARY E. STRONG
My Commission Expires Oct. 15, 1946 Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 12 day of August, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 16 1946 1 min. past 2 P.M. in Book 2210 at page 186 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW
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 Krieger Oil Co. of California; being Document No. 364483.
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, W. P. Kesling and A. J. Free are the owners of Lot 3, Block 56, of Point Loma Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 7 day of Aug., 1946, by W. P. Kesling & A. J. Free we will, for and in consideration of the permission granted to remove 16 feet of curbing on Del Mar St. between Catalina Blvd. and Venice Ave. adjacent to the above described property, bind themselves to, and will hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on themselves heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

W. P. KESLING
A. J. FREE
7522 Girard Ave.

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 8th day of August, 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 W. P. Kesling and A. J. Free known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) RUTH GARTY
My Commission Expires April 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 13th day of August, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 16 1946 1 min. past 2 P.M. in Book 2210 at page 187 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW
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 W. P. Kesling and A. J. Free; being Document No. 364503.
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, W. P. Kesling and A. J. Free are the owner of Lot 4, Block A, of Catalina Manor;

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of Aug., 1946, by W. P. Kesling and A. J. Free that they will, for and in consideration of the permission granted to remove 16' feet of curbing on Del Mar between Catalina Blvd. and Venice, adjacent to the above described property, bind them to, and will hereby by these presents agree 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 themselves heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

W. P. KESLING
A. J. FREE
7522 Girard Ave.

STATE OF CALIFORNIA,

County of San Diego,

} ss.

On this 6th day of August, 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 W. P. Kesling and A. J. Free known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission Expires April 30, 1948

RUTH GARTY
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing agreement this 15th day of August, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 24 1946 2 min. past 9 A.M. in Book 2218 at page 69 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I Certify that I have correctly transcribed this document in above mentioned book.

V. L. BAUS

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curbing Removal Agreement from W. P. Kesling et al; being Document No. 364614.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. W. SICK Deputy

The City of San Diego
San Diego, California

AGREEMENT - WATER MAIN EXTENSION

Description of Property: Lot Lots 29 & 30

Block 179 Subdivision Pacific Beach

Name of Street where water main has been installed: 2046 Feldspar

Water Main has been installed between: Marrell and Olney

Total Amount to be paid: Fifty Dollars. (\$50.00)

No. of equal installments: 10

Amount of each installment: \$5.00

Pursuant to provisions of Ordinance No. 3063 (New Series) and Ordinance No. 3173 (New Series) of the ordinances of The City of San Diego, California, providing for the installation of permanent water mains in city streets and alleys and the method of payment of such installations, the undersigned owners of the above described property for and in consideration of the City of San Diego's installation of a permanent water main as designated herein, hereby agree to pay to the City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

CITY OF SAN DIEGO

By G. E. ARNOLD

Assistant City Manager

Approved as to form: J. F. DuPAUL, City Attorney

By J. H. MCKINNEY, Deputy City Attorney

OWNER'S SIGNATURE

MRS. EDITH M. CARR

Address: 2046 Feldspar

Date: 7/24/46

STATE OF CALIFORNIA,

County of San Diego

} ss.

On this 24th day of July, 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 Edith M. Carr known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission Expires March 16, 1947

CLARK M. FOOTE, JR.
Notary Public in and for the County of San Diego,
State of California

SCHEDULE OF PAYMENTS

| Date Due | Amount | Date Paid | Receipt Number |
|----------|---------|-----------|----------------|
| 7/24/46 | \$ 5.00 | 7/24/46 | 3193 |
| 8/24/46 | 5.00 | | |
| 9/24/46 | 5.00 | | |
| 10/24/46 | 5.00 | | |
| 11/24/46 | 5.00 | | |
| 12/24/46 | 5.00 | | |
| 1/24/47 | 5.00 | | |
| 2/24/47 | 5.00 | | |
| 3/24/47 | 5.00 | | |
| 4/24/47 | 5.00 | | |

RECORDED AUG 16 1946 1 min. past 2 P.M. in Book 2210 at page 196 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAH
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 Payment for installation of Water Main Agreement from Mrs. Edith M. Carr; being Document No. 364495.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. W. Sicken Deputy

L E A S E

THIS AGREEMENT, made and entered into this 20 day of Aug., 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the "City," and JAMES E. ZURCHER, Route L, Box 6, Del Mar, 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 that City-owned property particularly described as follows, to-wit:

Pueblo Lot 1360 of the Pueblo Lands of 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 San Diego County, California, containing forty-four (44) acres

For a term of five (5), years, beginning on the 5th day of July, 1946, and ending on the 4th day of July, 1951, at the following rentals: One hundred dollars (\$100.00) per year, payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing and/or agricultural purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect, or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City;

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. 3219 (New Series) of the ordinances of said City authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
Lessor
By F. A. RHODES
City Manager
JAMES E. ZURCHER
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 10th day of September, 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 - James E. Zurcher; being Document No. 365192.

FRED W. SICK
City Clerk of the City of San Diego, California.

By F. T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That THE CHAPMAN VALVE MFG. CO., a corporation, as Principal and SEABOARD SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Thirty thousand nine hundred fifty Dollars (\$30,950.00), lawful money of the United States of America, to be 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 August, 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 to said City sluice gates and appurtenances, and gate valves and appurtenances, for Alvarado Filtration Plant; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: JOHN H. SHEEHAN

THE CHAPMAN VALVE MFG. CO.
ERNEST COCHRAN (SEAL)
Vice President Principal

SEABOARD SURETY COMPANY
By HOWARD SISKEL
Attorney-in-Fact (SEAL)

I HEREBY APPROVE the form of the within Bond, this 28th day of August, 1946.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 29th day of August, 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA,)
County of Los Angeles) ss..

On this 19 day of August, in the year one thousand nine hundred and forty-six, before me, C. E. Kinninger, a Notary Public in and for said County and State, personally appeared Howard Siskel known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the Seaboard Surety Company, and acknowledged to me that he subscribed the name of the Seaboard Surety Company thereto as principal and his own name as Attorney-in-fact.

(SEAL) C. E. KINNINGER
Notary Public in and for said County and State.
My Commission Expires August 5, 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 29th day of August, 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 herein-after sometimes designated as the City, and THE CHAPMAN VALVE MFG. 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:

Sluice gates and appurtenances, as particularly and in detail set forth and described in SCHEDULE 1 of the specifications and drawings contained in Document No. 361647, on file in the office of the City Clerk of said City;

Double-disc gate valves and appurtenances, as particularly and in detail set forth and described in Items 1-A, 2-A, 3-A, 4-A, 5-A, 6-C, 7-A, 8-D, 9-D, 10-D, 11-D, 12-A and Item 13, of SCHEDULE 2 of the specifications and drawings contained in said Document No. 361647;

That true copies of the said drawings and specifications are hereto annexed, by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

Said contractor hereby agrees to furnish and deliver the said sluice gates and appurtenances and said double-disc gate valves and appurtenances, above described, at and for the following prices, to-wit:

| Item No. | Description, quantity, and price. | Amount |
|----------|--|--------|
| 1-1 | One 84-inch wide by 78-inch high flat frame, special hydraulically operated sluice gate (Mark P-1) for seating pressure, in the out- | |

| | | |
|----------|--|-------------|
| | let from the bypass structure, on the 72-inch plant influent line, for the lump sum of | \$ 8,387.00 |
| 1-2 | Eight 54-inch wide by 54-inch high flat frame, hydraulically operated sluice gates (Mark F-1) for seating pressure, in the filter wash water drains, at \$2,189.00 per sluice gate - | 17,512.00 |
| 1-3 | One 54-inch wide by 54-inch high flat frame, hydraulically operated sluice gate (Mark B-1) for seating pressure, in the bypass structure, for the lump sum of \$3,627.00, | 3,627.00 |
| 1-4 | Four 48-inch wide by 60-inch high flat frame special hydraulically operated sluice gates (Mark M-1), for seating pressure, at the inlets to the mixing basins, at \$2,548.00 per sluice gate - | 10,192.00 |
| 1-5 | Two 72-inch wide by 60-inch high flat frame special, manually operated sluice gates with geared floor stands (Mark H-1), for seating pressure, on the dividing weirs in the headhouse, at \$1,636.00 per sluice gate, | 3,272.00 |
| 1-6 | Two 60-inch wide by 72-inch high flat frame manually operated sluice gates with geared floor stands (Mark H-2), for seating pressure, at inlets to the carbonation chamber in the headhouse, at \$1,607.00, per sluice gate, | 3,214.00 |
| 1-7 | Two 54-inch wide by 54-inch high flat frame, special, double-faced, manually operated sluice gates with geared floor stand (Mark Z-1), for unseating pressure, in the zeolite effluent conduits, at \$1,947.00 per sluice gate, | 3,894.00 |
| 1-8 | One 12-inch, square, flat frame, square opening, non-rising stem type, manually operated sluice gate (Mark C-2), with extension stem and floor box for seating pressure for the outlet from the carbonation chamber to the brine dilution box, for the lump sum of \$167.00. | 167.00 |
| 1-9 | One 12-inch, square, flat frame, square opening, non-rising stem type, manually operated sluice gate (Mark R-1), with extension stem and floor box, for seating pressure, in the reservoir inlet structure, for the lump sum of \$177.00 - | 177.00 |
| 1-10 | One 12-inch, square, flat frame, square opening, non-rising, stem type, manually operated, sluice gate (Mark B-2), with extension stem and floor box, for seating pressure in the bypass structure, for the lump sum of \$178.00 - | 178.00 |
| 1-11 | Two 16-inch, square frame, round opening, flanged, non-rising stem type, manually operated sluice gates for seating pressure with extension stems and floor boxes (Mark S-1) for the settling basin drains, at \$215.00 per sluice gate, | 430.00 |
| 1-12 | Two 12-inch, square frame, round opening, flanged, non-rising stem type, manually operated sluice gates, for seating pressure, with extension stems and floor boxes (Mark M-2), for mixing basin drains, at \$177.00 per sluice gate, | 354.00 |
| 1-13 | One 12-inch, square frame, round opening, flanged, non-rising stem type, manually operated sluice gate, for seating pressure, with extension stem and floor box (Mark R-2), for the reservoir inlet structure, for the lump sum of \$166.00 - | 166.00 |
| 1-14 | One 8-inch, square frame, round opening, flanged, non-rising stem type, manually operated sluice gate, for seating pressure, with extension stem and floor box (Mark C-1), for the raw water conduit drain, for the lump sum of \$126.00 - | 126.00 |
| 1-15 | Four 8-inch, square frame, round opening flanged, non-rising stem type, manually operated sluice gates (Mark A-1), with extension stems and floor boxes for seating pressure, in the salt storage basins, at \$665.00 per sluice gate - | 2,660.00 |
| 1-16 | Seven steel, tee-handle socket wrenches (Mark T-1), four feet long, to fit 2-inch square-operating nuts on the manually operated sluice gates, at \$10.00 per wrench - | 70.00 |
| | Total, Schedule 1, | \$54,426.00 |
| Item No. | | |
| 2-1 | One 42-inch hydraulically operated, double disc, flanged gate valve (Mark B-3) for the plant bypass pipe line (horizontal stem, horizontal pipe) for the lump sum, under Alternate A, \$2,182.00 - | \$ 2,182.00 |
| 2-2 | One 42-inch hydraulically operated double disc flanged | |

| | | |
|-------------------|---|-----------------|
| | gate valve (Mark W-1) for the wash-water line at the wash water tank (horizontal stem, horizontal pipe), for the lump sum, under Alternate A, \$3,763.00 - | 3,763.00 |
| 2-3 | Eight 36-inch hydraulically operated double disc, flanged gate valves (Mark F-2) for the filter wash water influent pipes (horizontal stem, horizontal pipe). Square bottom or beamed waterway, under Alternate A, \$2,124.00 per valve - | 16,992.00 |
| 2-4 | Eight 30-inch hydraulically operated, double disc, flanged gate valves (Mark F-3) for the filter influent pipes (horizontal stem, horizontal pipe), under Alternate A, \$1,098.00 per valve - | 8,784.00 |
| 2-5 | Eight 24-inch hydraulically operated, double disc, flanged gate valves (Mark F-4) for the filter clear water effluent pipes (horizontal stem, vertical pipe), under Alternate A, \$803.00 per valve, | 6,424.00 |
| 2-6 | Eight 20-inch hydraulically operated, double disc, flanged gate valves (Mark Z-2) for the zeolite softener influent pipes (horizontal stem, horizontal pipe), Under Alternate C, \$722.00 per valve - | 5,776.00 |
| 2-7 | Eight 16-inch hydraulically operated, double disc, flanged gate valves (Mark F-5) for the filter surface wash pipes (horizontal stem, horizontal pipe), under Alternate A, \$507.00 per valve - | 4,056.00 |
| 2-8 | Eight 14-inch hydraulically operated, double disc, flanged gate valves (Mark Z-3) for the waste brine pipes (vertical stem, horizontal pipe), under Alternate D, \$660.00 per valve, | 5,280.00 |
| 2-9 | Eight 14-inch hydraulically operated double disc, flanged gate valves (Mark Z-4) for the zeolite brine influent lines (horizontal stem, horizontal pipe), under Alternate D, \$665.00 per valve, - | 5,320.00 |
| 2-10 | Two 12-inch hydraulically operated double disc, flanged gate valves (Mark Z-5) for the rinse water influent line (horizontal stem, horizontal pipe), under Alternate D, \$563.00 per valve, | 1,126.00 |
| 2-11 | Eight 20-inch manually operated non-rising stem, level gear head, double disc, flanged gate valves (Mark Z-6) with gear covers and position indicators for the zeolite softener effluent pipes (horizontal stem, vertical pipe), under Alternate D, \$667.00 per valve, | 5,336.00 |
| 2-12 | One 36-inch manually operated, non-rising stem, bevel gear head, double disc, flanged, gate valve (Mark W-2) with gear cover and position indicator for the filter wash water line (horizontal stem, horizontal pipe). Square bottom or beamed waterway, under Alternate A, for the lump sum of \$1,250.00 - | 1,250.00 |
| 2-13 | One complete set each of replacements for the valve and hydraulic cylinder working parts, including valve discs, for the 42, 36, 30, 24, 20, 16, 14 and 12-inch hydraulically operated gate valves furnished under Items 2-2 through 2-10, replacement parts to conform to alternate bids, for the lump sum of \$3,082.00 - | <u>3,082.00</u> |
| Total Schedule 2, | | \$69,371.00 |

Said prices do NOT include the California State Sales Tax, and are subject to the PRICE ADJUSTMENT CLAUSE contained in Document No. 361647, on file in the office of the City Clerk of said City, a true copy of which is attached hereto and made a part hereof; which Price Adjustment Clause is hereby made a part hereof as though fully set forth herein.

Said contractor agrees to deliver said sluice gates and appurtenances within 180 days from and after the date of the execution of this contract, and to deliver said gate valves and appurtenances within 180 to 240 days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said equipment, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor undertaken and agreed upon, and the acceptance of said sluice gates and gate valves by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of one hundred twenty-three thousand seven hundred ninety-seven dollars (\$123,797.00), plus the California State Sales Tax, subject to the said Price Adjustment Clause.

Payment for said sluice gates and gate valves will be made in accordance with purchase order and delivery.

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 and equipment, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done or materials furnished 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. 83699 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 CHAPMAN VALVE MFG. CO.

Contractor

ATTEST: JOHN H. SHEEHAN

By ERNEST COCHRAN

(SEAL)

Vice President

I HEREBY APPROVE the form and legality of the foregoing contract, this 28th day of August, 1946.

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 \$126,891.93

Dated July 22, 1946

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego,
California.

To be paid out of Water System Extension Bond Fund (708)

Memo Chapman Valve Mfg. Co. (Sluice Gates - \$55,786.65, Valves -\$71,105.28)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The Chapman Valve Mfg. Co.; being Document No. 365107.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Tatten Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 10th day of September, 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 L. E. DIXON COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of El Monte Pipe Line, Section III, Grossmont Tunnel in the County 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 2nd day of July, 1946, marked Document No. 363257, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

ARTICLE II. In consideration of the construction and completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

ARTICLE IV. No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far as the City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of 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 section, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

| Trade or Occupation | Per Diem Wages 8 Hours |
|--|------------------------|
| Air Tool Operator (Jackhammerman, Vibrator) | \$ 9.60 |
| Carpenter, Journeyman | 12.00 |
| Cement Finisher | 13.00 |
| Gunite Workers: | |
| Gun Man | 11.00 |
| Mixer Man | 10.20 |
| Nozzleman | 13.00 |
| Rebound man | 9.00 |
| Rodman | 13.00 |
| Iron Worker, Reinforcing | 13.00 |
| Laborers: | |
| General or Construction | 8.00 |
| Underground Laborers | 9.00 |
| Muckers, Dumpmen, and Trackmen, in Tunnels | 9.20 |
| Miner (Hand or Machine) | 10.80 |
| Cribbers and Shorers | 10.80 |
| Drillers | 10.20 |
| Motorman | 10.80 |
| Concrete Curer - Impervious Membrane | 9.40 |
| Painter, Journeyman | 12.00 |
| Plumber | 14.00 |
| Powderman | 10.80 |
| Power Equipment Operators: | |
| Air Compressor | 10.40 |
| Apprentice Engineer, including Fireman, Oiler, Greaser | 9.40 |
| Bulldozer | 12.40 |
| Concrete Mixer, Skip Type | 11.40 |
| Concrete Pump or Pumpcrete Gun | 11.40 |
| Crane, Derrick | 14.00 |
| Dragline & Shovel | 14.00 |
| Engineer, Generating Plant | 11.00 |
| Heavy Duty Repair Man | 12.40 |
| Heavy Duty Repairman - Helper | 9.40 |
| Locomotive Engineer | 13.40 |
| Material Loader or Conveyor | 10.40 |
| Pumps | 10.40 |
| Tractor | 12.40 |
| Tractor, with Boom Attachments | 12.40 |
| Truck Driver, Less than 6 Tons | 8.60 |
| Truck Driver, 6 to 10 Tons | 8.80 |
| Truck Driver, 10 to 15 Tons | 9.20 |
| Truck Driver, 15 to 20 Tons | 9.80 |
| Truck Driver, 20 Tons or More | 11.40 |
| Truck Driver, Dump Truck, Less than 4 Yds. | 8.60 |
| Truck Driver, Dump Truck, 4 to 8 Yds. | 8.80 |
| Truck Driver, Dump Truck, 8 to 12 Yds. | 9.20 |
| Truck Driver, Dump Truck, 12 to 16 Yds. | 9.80 |
| Truck Driver, Dump Truck, 16 Yds. or More | 11.40 |
| Sandblaster (Nozzleman) | 11.40 |
| Sandblaster (Pot Tender) | 9.40 |
| Welder & Fitter, Pipe Line | 14.00 |
| Welder & Fitter's Helper, Pipe Line | 9.20 |

Foreman to receive not less than \$1.00 per diem above laborer.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer thereof be liable for any portion of the contract price.

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies 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 contractor; 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
CHAS. C. DAIL
ELMER H. BLASE
WALTER W. AUSTIN
CHARLES B. WINCOTE
Members of the Council

(SEAL)
ATTEST:
FRED W. SICK, City Clerk

L. E. DIXON COMPANY
By L. E. DIXON
Contractor

ATTEST: E. G. VAUGHAN

I HEREBY APPROVE the form and legality of the foregoing contract, this 6th day of September, 1946.

J. F. DuPAUL
City Attorney of the City of San Diego
By B. L. COMPARET, Deputy
4831544

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That L. E. Dixon Company, a co-partnership as principal, and AMERICAN BONDING COMPANY OF BALTIMORE and FIDELITY & DEPOSIT COMPANY of MARYLAND, corporations organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Seven Hundred Nine Thousand One Hundred Thirty Dollars (\$709,130.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of September, 1946.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of El Monte Pipe Line, Section III, Grossmont Tunnel in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 2nd day of July, 1946, marked Document No. 363257, 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 3rd day of September, 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: C. G. VAUGHAN

L. E. DIXON COMPANY
By L. E. DIXON
AMERICAN BONDING COMPANY of BALTIMORE
By W. M. WALKER
Attorney-in-Fact.
Countersigned by HUBERT MARTIN
Gen'l Agt. for American Bonding
Company of Baltimore

(SEAL)

ATTEST: S. M. SMITH

FIDELITY and DEPOSIT COMPANY of MARYLAND
By W. M. WALKER (SEAL)
Attorney-in-Fact
S. M. SMITH, Agent
Countersigned by DONALD C. BURNHAM
Gen'l Agt. for Fidelity & Deposit
Company of Maryland

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I HEREBY APPROVE the form of the within Bond this 6th day of September, 1946.

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 10th day of September, 1946.

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHAS. C. DAIL
WALTER W. AUSTIN
Members of the Council

(SEAL)
ATTEST: FRED W. SICK
City Clerk

STATE OF CALIFORNIA }
County of Los Angeles } ss:

On this 3rd day of September, 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)
My Commission Expires May 3, 1950

THERESA FITZGIBBONS
Notary Public in and for the State of California,
County of Los Angeles

STATE OF CALIFORNIA, }
County of Los Angeles } ss:

On this 3rd day of September, 1946, before me, Theresa Fitzgibbons, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. M. Walker, known to me to be the Attorney-in-Fact, and S. M. Smith, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)
My Commission Expires May 3, 1950

THERESA FITZGIBBONS
Notary Public in and for the County of Los Angeles,
State of California
4831544

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That L. E. DIXON COMPANY, a co-partnership as principal, and AMERICAN BONDING COMPANY of BALTIMORE and FIDELITY & DEPOSIT COMPANY of MARYLAND corporations organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Three Hundred Fifty-Four Thousand Five Hundred Sixty-Five Dollars (\$354,565.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of September, 1946.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of El Monte Pipe Line, Section III, Grossmont Tunnel in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 2nd day of July, 1946, marked Document No. 363257, 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 Three Hundred Fifty-Four Thousand Five Hundred Sixty-Five Dollars (\$354,565.00), 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 3rd day of September, 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: C. G. VAUGHAN

ATTEST: S. M. SMITH, Agent

L. E. DIXON COMPANY, Principal
By L. E. DIXON
AMERICAN BONDING COMPANY of BALTIMORE
By W. M. WALKER Surety
 Attorney-in-Fact (SEAL)
Countersigned by HUBERT MARTIN
Gen'l Agt. for AMERICAN BONDING COMPANY
of BALITMORE

FIDELITY and DEPOSIT COMPANY of MARYLAND
By W. M. WALKER, Attorney-in-Fact
S. M. SMITH, Agent
Countersigned by DONALD C. BURNHAM
Gen'l Agt. for Fidelity & Deposit Company
of Maryland

(SEAL)

STATE OF CALIFORNIA

County of Los Angeles

ss:

On this 3rd day of September, 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)

My Commission Expires May 3, 1950

THERESA FITZGIBBONS
Notary Public in and for the State of California
County of Los Angeles

STATE OF CALIFORNIA,

County of Los Angeles

ss:

On this 3rd day of September, 1946, before me, Theresa Fitzgibbons, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. M. Walker, known to me to be the Attorney-in-Fact, and S. M. Smith, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-fact and Agent, respectively.

(SEAL)

My Commission Expires May 3, 1950

THERESA FITZGIBBONS
Notary Public in and for the County of Los Angeles,
State of California

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I HEREBY APPROVE the form of the within Bond this 6th day of September, 1946.

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 10th day of September, 1946.

(SEAL)

ATTEST:
FRED W. SICK
City Clerk

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHAS. C. DAIL
WALTER W. AUSTIN
Members of the Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract - L. E. Dixon; being Document No. 365241.

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 1st day of July, 1946, 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. 3197 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, 1946, second party will faithfully perform the services and

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract - Dr. Harold A. Thompson; being Document No. 353241.

FRED W. SICK

City Clerk of the City of San Diego, California

By

F. Watten

Deputy

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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 Nine Hundred Sixty Dollars 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:

Nine Hundred Sixty Dollars 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 1st, 1946, and ending June 30, 1947.

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

HAROLD A. THOMPSON

Second Party.

I HEREBY APPROVE the form and legality of the foregoing Contract this 1st day of July, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 R. DOWD, RAYMOND E. DOWD AND ROY H. DOWD is the owners of Lots 1 and 2, Block 5, Chester Park Subdivision, Block _____, of _____ Subdivision,

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of August, 1946, by JOHN R. DOWD, RAYMOND E. DOWD AND ROY H. DOWD I (We) will, for and in consideration of the permission granted to remove 45 feet of curbing on El Cajon Blvd. between 47th Street and Euclid adjacent to the above described property, bind _____ to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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.

ROY H. DOWD

RAYMOND E. DOWD

JOHN R. DOWD

4258 - 49th. Street

San Diego, California

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

INDIVIDUAL ACKNOWLEDGMENT

On this 12th day of August, 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 JOHN R. DOWD, RAYMOND E. DOWD AND ROY H. DOWD 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 National City, County of San Diego, State of California, the day and year in this certificate first above written.

ALFRED EINSTEIN

Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the foregoing agreement this 15th day of August, 1946.

J. F. DuPAUL

City Attorney of the City of San Diego

By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 24 1946 2 min. past 9 A.M. in Book 2215 at page 325 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

E. 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 John R. Dowd et al; being Document No. 354515.

FRED W. SICK

City Clerk of the City of San Diego, California

By

F. Watten

Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, KENNETH BYRON VANCE is the owner of Lot #53 and So. 35' of #62, Block _____, of Kensington Hts. #2 Subdivision.

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of August 1946, by KENNETH BYRON VANCE that he will, for and in consideration of the permission granted to re-move 18' feet of curbing on E. Bedford Dr. between Middlesex and Bedford dr., adjacent to the above described property, bind him to, and he hereby by these presents agrees to, re-move 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 ex-pense 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.

KENNETH BYRON VANCE
5153 E. Bedford Drive

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO,)

On this 14th day of August, A.D. Nineteen Hundred and forty six, before me, J. Charles Rumsey, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Kenneth Byron Vance 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) J. CHARLES RUMSEY
Notary Public in and for the County of San Diego, State of California.
My Commission Expires Dec. 14, 1948
I HEREBY approve the form of the foregoing agreement this 16th day of August, 1946.

J. F. DuPAUL
City Attorney of the City of San Diego
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 24 1946 2 min. past 9 A.M. in Book 2216 at page 324 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. I. Erb

I certify that I have correctly transcribed this document in above mentioned book.

E. 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 - Kenneth Byron Vance; being Document No. 354534.

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

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curb-ing so removed, at such time as requested so to do by the City Council, and

WHEREAS, EAGLE OIL & REFINING CO., INC. is the lessee of Lots 25, 26 and 27, Block 1, of City Heights Annex,

NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of July, 1946, by EAGLE OIL & REFINING CO., INC., I(We) It will, for and in consideration of the permission granted to remove Sixty five feet of curbing on University Ave. between 44th and Fairmount and Sixty feet of curbing on 44th St. between University and Polk adjacent to the above described property, bind us to, and we hereby by these presents agree to remove any drive-way constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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 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.

By J. D. STERLING, President
ATTEST: W. H. TIETZ, Secretary
EAGLE OIL & REFINING CO.
Box 753 Santa Fe Springs, California

CORPORATION ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF LOS ANGELES,)

On this day July 25, A.D. Nineteen Hundred and 46 before me Ben Lubert, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. D. STERLING and W. H. TIETZ, known to me to be the president and assistant secretary of the corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

BEN LUBERT
Notary Public in and for the County of San Diego, State of California.

OFFICIAL
SEAL
My commission expires June 5, 1949.

I HEREBY APPROVE the form of the foregoing agreement this 16th day of August, 1946.

J. F. DuPAUL
City Attorney of the City of San Diego.
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 24 1946 2 min. past 9 A.M. in Book 2228 at page 14 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

HAZEL K. MAYER
Copyist County Recorder's Office, S.D. County, Calif.

RECORDING OF CONVEYANCE OF TWO BEDROOMS AND BATH BUILDING

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement - Eagle Oil & Refining Co; being Document No. 364635.

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 construction of two bedrooms and bath building.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF SAN DIEGO)

THEODORE P. and MARION P. HALL, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot 13 and E 1/2 of Lot 14 Block 10 Subdivision Resub. of Inspiration Heights, located at 2006 Orizaba Street;

That we desire to construct two-bedrooms-and-bath building, separate from the existing residence;

That we, in consideration of approval granted by the City of San Diego to construct said two-bedrooms-and-bath-building; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the above mentioned building will be used by members of the immediate family only (occupying the main house on the lot) and will not be rented to any other person or persons.

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.

THEODORE P. HALL
MARION P. HALL
2006 Orizaba Avenue
San Diego

On this 17th day of August 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 Theodore P. Hall and Marion P. Hall known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written

CLARK M. FOOTE, JR.
Notary Public in and for the County of San Diego,
State of California

(SEAL)
My Commission Expires March 16, 1947.

RECORDED AUG 24 1946 2 min. past 9 A.M. in Book 2228 at page 13, of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

HAZEL K. MAYER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Theodore P. Hall et ux relative to residence at 2006 Orizaba Street; being Document No. 364693.

FRED W. SICK

City Clerk of the City of San Diego, California

By _____ Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 1 & 2 Block 179 Subdivision Pacific Beach
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED 2003 Emerald Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Morrell and Oleny
TOTAL AMOUNT TO BE PAID Fifty Dollars (\$50.00)
NO. OF EQUAL INSTALLMENTS Ten AMOUNT OF EACH INSTALLMENT \$5.00

Pursuant to provisions of Ordinance No. 3053 (New Series) and Ordinance No. 3173 (New Series) of the ordinances of the City of San Diego, California, providing for the installation of permanent water mains in city streets and alleys and the method of payment of such installations. The undersigned owners of the above described property for and in consideration of the City of San Diego's installation of a permanent water main as designated herein hereby agree to pay to the City of San Diego, California, the amount specified above in equal monthly installments in accordance with the schedule of payments on the reverse side hereof, and the undersigned further agrees that any sale of the property herein mentioned and described shall terminate this agreement and any unpaid balance shall become due and payable immediately. First installment due and payable on execution of this agreement.

CITY OF SAN DIEGO

By G. E. ARNOLD, Assistant City Manager
Approved as to form: J. F. DuPAUL, City Attorney
By EDWARD H. LOW, Deputy City Attorney

OWNER'S SIGNATURE SARAH J. HINDS
2003 Emerald St.
August 2, 1946

STATE OF CALIFORNIA,) SS.
COUNTY OF SAN DIEGO)

On this 9th day of August, A.D. Nineteen Hundred and 46 before me August M. Wadstrom, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared Sarah J. Hinds known to me to be the person described in and whose name is subscribed to the within instrument; and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

(SEAL)

| SCHEDULE OF PAYMENTS | | | |
|----------------------|--------|-----------|----------------|
| Date Due | Amount | Date Paid | Receipt Number |
| 8/2/46 | \$5.00 | 8/9/46 | #3243 |
| 9/2/46 | 5.00 | | |
| 10/2/46 | 5.00 | | |
| 11/2/46 | 5.00 | | |
| 12/2/46 | 5.00 | | |
| 1/2/47 | 5.00 | | |
| 2/2/47 | 5.00 | | |
| 3/2/47 | 5.00 | | |
| 4/2/47 | 5.00 | | |
| 5/2/47 | 5.00 | | |

RECORDED AUG 30 1946 35 min. past 10 A.M. in Book 2218 at page 181 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
V. L. BAUS

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from - Sarah J. Hinds; being Document No. 364787.

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 construction and moving of residential buildings
Regarding use of said buildings

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.
CITY OF SAN DIEGO }

HYMAN AND FAYE ASKENAIZER, after being first duly sworn, deposes and says;

That he is the owner of the hereinafter described real property; Lot D and I Block 76 Subdivision Horton's Addition, located at 724 to 33 - 11th Avenue and 724 - 12th Avenue;

That he desires to move two, 2 story existing dwellings to the rear of Lot I in said Block 76, Horton's Addition and construct a 17 ft by 50 ft addition to the existing store located on the front of this lot.

That he, in consideration of approval granted by the City of San Diego to move said buildings to within 10 ft of the rear of Lot I, the north residential building to be 3 ft from the north property line and the south building to 18 inches from the south line with 5 ft. 9 in. between the north and south buildings and each to be 5 ft from addition to store on front of lot. do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the south building in the rear of Lot I, Block 76, Horton's Addition will be used for storage or offices and will not be used as living quarters at any time; also a minimum of 10 ft. access clear and unobstructed to 11th Street will be maintained so long as the north building on Lot D is used for residential purposes.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part of parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

HYMAN ASKENAIZER
FAYE ASKENAIZER
3638 Mississippi St.

On this 24th day of August 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 Hyman Askenaiser and Fay Askenaiser 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.

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

RECORDED AUG 30 1946 35 min. past 10 A.M. in Book 2223 at page 107 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. Zervas

I certify that I have correctly transcribed this document in above mentioned book.
M. AVERILL

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Hyman Askenaiser et ux re dwellings and store in Blk. 76, Horton's Addition; being Document No. 364816.

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 1st day of June, 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 WESTGATE SEA PRODUCTS COMPANY, a corporation, hereinafter sometimes called the "Company," WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Company, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited; and the Company hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the lands bordering and extending into the Bay of San Diego, and being a portion of those land 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 452.47 feet southeasterly from Government Station No. 187; thence south 70° 50' west a distance of 275.94 feet to the true point or place of beginning, said true point being the most southerly corner of that tideland area now leased to California Packing Corporation; thence continuing south 70° 50' west a distance of 200 feet to a point; thence at right angles north 19° 10' west a distance of 521.81 feet to a point; thence north 33° 09' east a distance of 73.92 feet to a point; thence north 70° 50' east a distance of 141.50 feet to a point, said point being the most westerly point of that said tideland area now leased to California Packing Corporation; thence south 19° 10' east along the southwesterly boundary of said leased area a distance of 567 feet, more or less, to the true point or place of beginning, containing 112,070 square feet of tideland area.

PARCEL NO. 2:

Beginning at the true point of beginning in the hereinabove described tideland area, said true point being the most southerly corner of that tideland area leased to California Packing Corporation; thence south 19° 10' east a distance of 264 feet to a point; thence at right angles south 70° 50' west a distance of 200 feet to a point; thence at right angles north 19° 10' west a distance of 264 feet to a point, said point being the most southerly corner of that said tideland area hereinabove described; thence north 70° 50' east a distance of 200 feet to the point or place of beginning.

The said lands hereinabove described being shown on the map or plat, designated as Drawing No. 66-B-2, dated March 15, 1946, 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 Company for the period of five (5) years, beginning on the 1st day of June, 1946, and ending on the 31st day of May, 1951, unless sooner terminated as herein provided, upon the rentals hereinafter specified; with an option on the part of the Company 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 Company, 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 Company shall exercise its option. The rentals to be paid by the Company 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;
For the fifth five-year period the sum of seven cents (7¢) 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.

Neither the whole nor any part of this lease shall be assignable or transferable, nor shall the Company have the right to sublet the leased premises, or any part thereof, without the written 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 hereinabove described as Parcel No. 1 shall be used only and exclusively for the construction, operation and maintenance thereon of a fish packing plant, including reduction plant and 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 construction, operation and maintenance thereon of a wharf and other structures necessary for the loading and unloading and servicing of boats.

(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 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 Company will remove any structures or buildings placed or erected on said demised premises by the said Company 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 Company 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.

(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) 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 premises hereinabove described.

(8) 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 Company of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the Company shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the Company, and shall not be held to include compensation to said Company for any damage to, interference with, or loss of business or franchise occasioned by any such annulment, change or modification.

(9) In the event the Company shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, and shall fail or refuse to perform any of the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the City requiring it to comply with the provisions of this lease in any and all respects wherein the Company may be in default, then and in that event this lease shall terminate, and said Company shall have no further rights hereunder, and 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 Company shall forfeit all rights and claims thereto and thereunder; and said Company, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said Company to comply with the terms and conditions hereinbefore mentioned.

(10) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made thereby are made a part of this lease, with like effect as though the same were expressly set forth herein.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, 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 EMIL KLICKA

R. H. Van Deman

A. BORTHWICK

Members of the Harbor Commission
of the City of San Diego.

(SEAL)

ATTEST:

C. A. EDWARDS

Assistant Secretary

WESTGATE SEA PRODUCTS COMPANY

Lessee

By W. WADE AMBROSE,

President

I hereby approve the form of the foregoing Lease this 5 day of August, 1946.

J. F. DuPAUL

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease - Westgate Sea Products Company; being Document No. 365264.

FRED W. SICK

City Clerk of the City of San Diego, California

By

J. F. DuPaul

Deputy

KNOW ALL MEN BY THESE PRESENTS, That MALCOLM H. HEISMAN, 415 North 46th Street, San Diego, California, 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, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two Thousand Six Hundred Twenty-five Dollars (\$2,625.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of September, 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 labor and equipment for the collection and removal of, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the area or district particularly set forth and described in said contract;

WHEREAS, the aforesaid penal sum of Two thousand six hundred twenty-five dollars (\$2,625.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors and assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of 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.

(SEAL)

ATTEST:

B. C. FOTLAND

MALCOLM H. HEISSMAN,
Principal
MASSACHUSETTS BONDING AND INSURANCE
COMPANY

By DONALD B. GOLDSMITH,
Surety
(Donald B. Goldsmith)

Attorney-in-fact
234 Spreckels Bldg., San Diego 12, Calif.
I hereby approve the form of the foregoing Bond this 11th day of September, 1946.

J. F. DuPAUL, City Attorney
By B. L. COMPARET,
Deputy City Attorney.

I hereby approve the foregoing Bond this 11 day of Sept., 1946.

F. A. RHODES, City Manager.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 3rd day of September 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 instruments and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

MYRTLE M. STANFIELD
Notary Public in and for said County and State.

My Commission Expires June 7, 1947.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 11 day of Sept. 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 MALCOLM H. HEISSMAN, 415 North 46th Street, San Diego, California, party of the second part, and hereinafter sometimes designated as the "Contractor," WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal, and to collect and remove, all City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and at the times hereinafter specified, for the total sum of One thousand fifty dollars (\$1050.00) per month, to-wit:

Collection Day. District or Area of Collection

| | |
|--------------------|---|
| Monday | Daily downtown route - both sides of A and B Sts. 8th St. to 2nd. From the north side of Jefferson to the canyon line running east and to all of Rochester Road and the canyon line running east. From the east side of Marlborough to the canyons on the east. From the east side of Van Dyke to all of North, East and West Talmadge. From the north side of Adams to the south side of Jefferson and the canyon line running east. |
| Tuesday | From the east side of 12th Ave. to the west side of 16th St.; from a the north side of Market St. to the south side of Broadway. |
| Wednesday | From the east side of 30th St. to the west side of 33rd St. and from the south side of Upas St. to the north side of Palm and the canyons running west. |
| Thursday | From the east side of Pacific Highway to Jackson St. and the canyon line extending south. From Witherby St. to the San Diego River on the north. |
| Friday | From the north side of Rosecrans St. to the south side of Chatsworth Blvd. From the east side of Curtis to the west side of Lytton St. |

The period of this contract shall extend from August 1, 1946, to and including December 31, 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 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, workmen or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

| <u>Trade or Occupation</u> | <u>Rate Per Diem of 8 Hours.</u> |
|--|--------------------------------------|
| Drivers of trucks legal payload capacity less than 5 tons - | \$8.50 |
| Laborers, common, | 8.00 |

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(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. 83270 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
MALCOLM H. HEISMAN
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 11th day of September, 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 - Malcolm H. Heisman; being Document No. 365265.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. SICK Deputy

MODIFICATION OF LEASE CONTRACT

THIS AGREEMENT Made and entered into this 31st day of August, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part; and LARRY FINLEY, TOM H. HAYNES AND FRANK J. GUTHRIE of the City of San Diego, County of San Diego, State of California, parties of the second part; WITNESSETH:

THAT WHEREAS, Larry Finley on the 8th day of August, 1946, requested in writing, The City of San Diego to amend that certain lease dated November 28, 1944, between the City of San Diego and the said Larry Finley, the same being filed in the office of the City Clerk of the City of San Diego on the 28th day of November, 1944, being Document No. 350997, said lease to be amended to the effect that the lease shall have three lessees, Larry Finley, Tom H. Haynes and Frank J. Guthrie, instead of one lessee, Larry Finley, as the lease now provides;

NOW, THEREFORE, it is agreed as follows:

In consideration of the amending of said lease to include three lessees instead of one lessee, as the lease now stands, the said Larry Finley agrees that he will continue to perform and fulfill the terms and conditions of said lease and adhere to the obligations thereof as fully and faithfully under this amendment as he has, as sole lessee of said lease and the said Tom H. Haynes and Frank J. Guthrie agree jointly and severally that they and each of them will abide by the terms of that certain lease contract heretofore designated as Document No. 350997, from the date of this agreement until the expiration of said lease, the same being Document No. 350997, as fully and faithfully as if they and each of them had been parties to said lease from the beginning, and agree to perform and fulfill all of the terms and conditions set forth in said lease and in all respects to be bound by the terms of said lease in the same manner as the original lessee, Larry Finley.

For and in consideration of the promises and agreements made by the said parties of the second part, the party of the first part hereby agrees and consents to the amendment of said lease to provide for three lessees instead of one lessee as provided in the terms of the present lease, and agrees that said two new lessees, Tom H. Haynes and Frank J. Guthrie have authority to act under said lease the same as the original lessee, Larry Finley;

It is further understood and agreed that by signing and executing this contract each and all of the parties hereto agree to carry out the terms of that certain lease, being Document No. 350997, and to be bound by the terms and conditions thereof.

IN WITNESS WHEREOF, The City of San Diego has caused this Modification of Lease Contract to be executed by its City Manager, acting under and pursuant to a resolution of the City Council authorizing such execution, and the said Lessees, Larry Finley, Tom H. Haynes and Frank J. Guthrie, have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

Lessor,

By F. A. RHODES,

City Manager;

LARRY FINLEY

TOM H. HAYNES

FRANK J. GUTHRIE

Lessees,

Parties of the Second Part.

I HEREBY APPROVE the form and legality of the foregoing Modification of Lease Contract, this 10th day of Sept., 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 Modification of Lease Contract - Larry Finley, Tom H. Haynes and Frank J. Guthrie; being Document No. 365266.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Patten Deputy

XI-SD-77-SD

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Contract for Relocation of Water Main at University
Avenue Grade Separation, Balboa Freeway, San Diego

1. THIS CONTRACT, made this 29th day of August, 1946, between the STATE OF CALIFORNIA, hereinafter referred to as "State", acting for this purpose by the Director of Public Works, and the CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as "City",

WITNESSETH:

2. WHEREAS, State is engaged in the construction of a portion of the State Highway, Route 77, in the City of San Diego (sometimes referred to as Balboa Freeway or Parkway), and as an integral part thereof proposes to construct the crossing of said freeway and University Avenue at separated grades by means of an overcrossing (sometimes referred to as "University Avenue Overcrossing - Road XI-SD-77-SD"); and

3. WHEREAS, construction of said grade separation requires relocation of a certain 30-inch water main of City to a different location within the highway to insure the safety of the traveling public and to permit of the improvement of said State highway; and

4. WHEREAS, plans and specifications for the relocation of said water main (based on information furnished by City to State) have been approved by City and have been included in the special provisions for the construction of said Freeway, which said plans are shown on Drawing C-1315-43, entitled "University Avenue Overcrossing-Water Line Relocation Details", constituting Sheet 13 of the plans for said work, a copy thereof being attached hereto, marked Exhibit "A", and by this reference made a part hereof; and

5. WHEREAS, the parties desire to provide in this agreement for the reasonable reimbursement of State for the cost and expense to State of relocating said water main,

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein set forth,

IT IS AGREED:

1. State shall furnish and install, or require its contractor to furnish and install, around said overcrossing structure, a 30-inch reinforced concrete cylinder pipe line and an 8-inch cement lined cast iron blowoff discharge line together with special fittings and appurtenances to replace a portion of the existing 30-inch cast iron water main in place in said University Avenue which is to be removed, as more particularly shown on said Exhibit

"A", and as provided in Section 13 of the Special Provisions of the Contract for said Over-crossing, said section being entitled "Reinforced Concrete Cylinder Pipe", and by this reference incorporated herein and made a part hereof.

2. City shall:
- (a) Upon completion of the said relocation of said pipe line as hereinbefore specified pay the State the sum of Ten Thousand and no/100 Dollars (\$10,000.00) as full reimbursement therefor.
 - (b) Upon completion of such relocation of said pipe line in accordance with the foregoing, accept title to and possession of such relocated or reconstructed portion, and thereafter maintain the same without expense to State.
3. It is mutually understood and agreed that any additional right of way which may be required for the relocation of said pipe line shall be acquired by City without expense to State.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers thereunto duly authorized the day and year first above written.

STATE OF CALIFORNIA
By C. H. PURCELL
Director of Public Works and
Chairman of California Highway
Commission

(SEAL)

Approved:
G. T. McCOY
State Highway Engineer

CITY OF SAN DIEGO
By F. A. RHODES
City Manager

Approved as to form and
procedure:
FRANK B. DURKE
Attorney
Department of Public Works

(SEAL)

Attest:
FRED W. SICK
City Clerk
By CLARK M. FOOTE, JR., Deputy

Approved as to form and procedure:
MOREY S. LEVENSON
Assistant City Attorney for City
of San Diego

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Relocation of Water Main at University Avenue Grade Separation, Balboa Freeway; being Document No. 365275.

FRED W. SICK
City Clerk of the City of San Diego, California
By James L. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. C. SLAUGHTER, as Principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of CONNECTICUT, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand seven hundred fifty dollars ((\$1,750.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 6th day of September, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings Nos. T-2311, T-2312, T-2351, T-2352, T-2349, T-2358, T-2361 and T-2362, located at Camp Callan, 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.

JIM C. SLAUGHTER
Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety.
By M. SHANNON, Attorney in Fact.

ATTEST:
J. HAWKINS (SEAL)

I hereby approve the form of the within Bond this 11th day of September, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET, Deputy City Attorney.

I hereby approve the foregoing bond this 10th day of September, 1946.
F. A. RHODES
City Manager.

STATE OF CALIFORNIA,)
County of SAN DIEGO,) ss.

On this 6th day of September, 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 M. SHANNON known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said M. SHANNON duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

MARSTON BURNHAM
Notary Public in and for San Diego County, State of California.

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 6th day of September, 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, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. T-2311, T-2312, T-2351, T-2352, T-2349, T-2358, T-2361 and T-2362, 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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 | \$ 1.55 per hour |
| Laborer | 1.15 per hour |
| Foreman to receive not less than \$1.00 above trade classification. | |

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five 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 the following fixed fee profits above cost for each of the following buildings: Nos. T-2311, T-2312, T-2351, T-2352, \$140.00 each. Nos. T-2349, T-2358, T-2361, \$100.00 each. No. T-2362, \$50.00.

That the total estimated cost of said work is \$7000.00.

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.

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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 11th day of Sept., 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 for wrecking and salvaging buildings at Camp Callan - J. C. Slaughter; being Document No. 355284.

FRED W. SICK
City Clerk of The City of San Diego, California
By Francis T. Totten Deputy

AGREEMENT FOR MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 1st day of September, 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, hereinafter referred to as the City, first party, and BENSON LUMBER COMPANY, a corporation, second party, WITNESSETH:

WHEREAS, the City on or about the 5th day of September, 1940, entered into a lease of certain tidelands with Anthony C. Martinolich, doing business under the name and style of Martinolich Ship Building Company, for a period of ten (10) years ending on the 31st day of August, 1950, which said lease is on file in the office of the City Clerk of said City bearing Document No. 323318, and is recorded in Book 11, page 35, Records of said City Clerk; and

WHEREAS, said lease has heretofore been assigned to Benson Lumber Company, a corporation, which is now the owner and holder thereof; and

WHEREAS, on or about the 25th day of March, 1942, the City and the said Benson Lumber Company entered into an agreement for modification of said lease, which said agreement for modification is on file in the office of the City Clerk of said City bearing Document No. 337895, and is recorded in Book 13, page 134, Records of said City Clerk; and

WHEREAS, on or about the 1st day of September, 1942, the City and the said Benson Lumber Company entered into an agreement for the further modification of said lease, which said agreement for modification is on file in the office of the City Clerk of said City bearing Document No. 340347, and is recorded in Book 13, page 271, Records of said City Clerk; and

WHEREAS, the City and said Benson Lumber Company desire to further amend said lease by changing the boundaries and area of the premises covered in said lease and in said agreements for modification of lease; and by adding thereto a paragraph granting to said lessee options to renew said lease for an additional period of years;

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:

(1) The description of the premises leased, as the same is set forth in said lease, as amended by said agreements of modification, is hereby changed to read as follows:

"PARCEL A:

Beginning at a point distant 452.47 feet southeasterly from Government Station #187 on the U. S. Bulkhead Line, as said line is now established for the Bay of San Diego; thence north 70° 50' east a distance of 71.05 feet to a point; thence south 73° 03' 40" east a distance of 158 feet to a point, said point being the most westerly corner of that tideland area now leased to National Iron Works; thence south 56° 51' east, following along the southwesterly boundary line of said area leased to National Iron Works, and its southeasterly prolongation, a distance of 858.02 feet to a point; thence north 70° 50' east a distance of 81.93 feet to the true point or place of beginning; thence continuing north 70° 50' east a distance of 379.15 feet to a point; thence south 79° 18' east a distance of 405.50 feet to a point; thence south 0° 32' 40" east a distance of 173.35 feet to the point of beginning of a curve concave to the northwest, having a radius of 100 feet; thence southwesterly along the arc of said curve an arc distance of 103.32 feet to its point of ending; thence south 70° 50' west tangent to said curve a distance of 97.73 feet to a point; thence at right angles north 19° 10' west a distance of 100 feet to a point; thence at right angles south 70° 50' west a distance of 100 feet to a point; thence at right angles south 19° 10' east a distance of 100 feet to a point; thence at right angles south 70° 50' west a distance of 391.80 feet to a point; thence at right angles north 19° 10' west a distance of 415 feet, more or less, to the true point or place of beginning; containing 249,300 square feet of tideland area.

PARCEL B:

Beginning at the true point or place of beginning of the hereinabove described tideland area; thence south 19° 10' east a distance of 415 feet to a point, said point being the most southerly corner of the said tideland area hereinabove described; thence south 70° 50' west a distance of 579.20 feet to a point; thence at right angles north 19° 10' west a distance of 375 feet to a point; thence at right angles north 70° 50' east a distance of 284.89 feet to a point; thence north 50° 10' east a distance of 215.11 feet to a point; thence north 70° 50' east a distance of 81.93 feet, more or less, to the point or place of beginning.

The lands hereinabove described being shown on Drawing No. 93-B-3, dated August 25, 1946, attached hereto, marked 'Exhibit D,' and made a part of this agreement."

(2) That the demised premises hereinabove described as Parcel A shall be used only and exclusively for the purpose of conducting and maintaining thereon a general boat building and boat repairing business, with the right to construct and maintain thereon such marine ways, machine shop for the repair of marine engines, and other structures as may be necessary or convenient for conducting and carrying on the said business.

That the demised premises hereinabove described as Parcel B shall be used only and exclusively for the construction and maintenance thereon of a wharf and ship ways, and such other structures as may be necessary or convenient for conducting and carrying on said business.

(3) That the last paragraph of said lease, appearing on page 5 thereof, is hereby amended to read as follows:

"It is further understood and agreed that at the expiration of the term of this lease, unless sooner terminated as provided herein, lessee shall have the right and option to extend this lease for an additional period of five years; and at the end of the first extended term to extend the same for another five-year period; and at the end of the second extended term to extend the same for another five-year period; and at the end of the third extended term to extend the same for another five-year period.

Such options shall be exercised by notice in writing on the part of the lessee, filed with the Clerk of The City of San Diego 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 herein contained, except for increase of rental rate during the ensuing period of five years, and so through each succeeding period for which lessee shall exercise its option. The rentals to be paid by lessee for said periods of extension are as follows:

FOR PARCEL A:

For the first five-year extension period, the sum of three cents (3¢) per square foot per year;

For the second five-year extension period, the sum of four cents (4¢) per square foot per year;

For the third five-year extension period, the sum of five cents (5¢) per square foot per year;

For the fourth five-year extension period, the sum of six cents (6¢) per square foot per year;

FOR PARCEL B:

In addition to the rentals hereinabove specified, the lessee shall pay twenty-five dollars (\$25.00) per month, as wharf rental on Parcel B, for each month of any extended option period."

Except as herein specifically amended, all of the terms and conditions in said lease of September 5, 1940, shall remain in full force and effect.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said Benson Lumber Company, lessee as aforesaid, has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

This instrument is executed in duplicate, both of which shall be deemed originals, and the instrument when so executed shall be deemed effective from the date first hereinabove written.

THE CITY OF SAN DIEGO

Lessor.

By EMIL KLIKA

R. H. VAN DEMAN

A. BORTHWICK

Members of the Harbor Commission
of The City of San Diego.

(SEAL)
ATTEST:

C. E. ROBERTS
Asst. Secretary

BENSON LUMBER COMPANY

Lessee.

By FRANK C. LYNCH

President

I hereby approve the form of the foregoing Agreement for Modification of Lease this 12 day of Sept., 1946.

J. F. DuPAUL

City Attorney

By MOREY S. LEVENSON

Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease - Benson Lumber Co.; being Document No. 365293.

FRED W. SICK

City Clerk of The City of San Diego, California

By _____ Deputy

AGREEMENT FOR MODIFICATION OF LEASE.

THIS AGREEMENT, made and entered into this 1st day of October, 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, hereinafter referred to as the City, first party, and KELCO COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and authorized to do business in the State of California, second party, WITNESSETH:

WHEREAS, the City on or about the 22nd day of May, 1941, entered into a lease of certain tidelands with said Kelco Company, as lessee, which said lease is on file in the office of the City Clerk of said City; bearing Document No. 329550, and is recorded in Book 12, page 99, Records of said City Clerk; and,

WHEREAS, on or about the 1st day of October, 1942, the City and said Kelco Company entered into an agreement for modification of said lease, which said agreement for modification is on file in the office of the City Clerk of said City, bearing Document No. 341019, and is recorded in Book 13, page 331, Records of said City Clerk; and

WHEREAS, the City and said Kelco Company desire to further amend said lease by enlarging the area of the premises covered in said lease to include 49,700 square feet of tidelands lying northeasterly of "Parcel A," described in said lease, and by enlarging the area of the premises covered by "Parcel B," in said lease, and by correcting the description of the premises described as "Parcel A," in said lease;

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:

That the description of the premises described in the lease hereinabove referred to is hereby changed and amended to read as follows:

"PARCEL A:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 499.46 feet southeasterly from Station 185 on said U. S. Bulkhead Line; thence at right angles North 33° 09' 00" east a distance of 400.94 feet to a point; thence south 57° 27' 05" east a distance

of 347.62 feet to a point; thence south 33° 09' west a distance of 404.59 feet, more or less, to a point on the said U. S. Bulkhead Line; thence north 56° 51' 00" west along said U. S. Bulkhead Line a distance of 347.60 feet, more or less, to the point or place of beginning, containing 140,000 square feet of tideland area.

PARCEL B:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 549.46 feet southeasterly from Government Station No. 185; thence south 56° 51' east following along the said U. S. Bulkhead Line a distance of 225 feet to a point; thence at right angles south 33° 09' west a distance of 700 feet, more or less, to an intersection with 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 225 feet to a point; thence at right angles north 33° 09' east a distance of 700 feet, more or less, to the point or place of beginning.

PARCEL C:

Beginning at a point on the U. S. Bulkhead Line, as said line is now established for the Bay of San Diego, distant 499.46 feet southeasterly from Government Station No. 185; thence north 33° 09' east a distance of 400.94 feet to the true point or place of beginning; thence continuing north 33° 09' east a distance of 127.73 feet to a point on a curve concave to the south having a radius of 216.292 feet, the center of which bears south 8° 37' 48" east; thence northeasterly along the arc of said curve an arc distance of 14.49 feet to the point of beginning of a compound curve, having a radius of 100 feet, the center of which bears south 4° 47' 30" east; thence easterly along the arc of said compound curve an arc distance of 77 feet to the curve's point of ending; thence south 50° 40' 35" east, tangent to said compound curve a distance of 265.79 feet to a point; thence south 33° 09' west a distance of 152.33 feet to a point; thence north 57° 27' 05" west a distance of 347.62 feet, more or less, to the true point or place of beginning, containing 49,700 square feet of tideland area."

(2) That plat marked "Exhibit A," attached to and made a part of said lease, and the plat marked "Exhibit B," attached to and made a part of said amendment of October 1, 1942, are hereby supplemented by a plat attached hereto, entitled, "Drawing No. 145-B-3, dated October 31, 1945, marked "Exhibit C," and made a part hereof.

(3) That during the remainder of the term of said lease the said lessee shall pay the following rentals for the said premises described as "Parcel C," in addition to the rentals provided in said lease:

"FOR PARCEL C:

For the period commencing on the date of the execution of this amendment for modification of lease to and including the 31st day of October, 1956, three cents (3¢) per square foot per year;

For the next five-year period commencing on the 1st day of November, 1956, four cents (4¢) per square foot per year;

For the last five-year period commencing on the 1st day of November, 1961, five cents (5¢) per square foot per year."

(4) Paragraph numbered "(2)", set forth on page 3 of said lease, is hereby changed to read as follows:

"(2) All buildings to be erected upon the lands included in this lease shall be in accordance with all valid City ordinances and regulations having application thereto, and that the plans therefor shall, prior to the erection of such buildings or structures, be submitted to and approved by the Harbor Commission and Planning Commission of said City; PROVIDED, that no buildings or structures shall be erected or constructed on the northeasterly 20 feet of the leased premises described in Parcel C, and said lessee hereby agrees to release and vacate the said 20 foot strip of land at such time as the City deems it necessary to use said strip of land for roadway widening purposes.

The term 'building or structures,' as used in this paragraph, shall not be construed so as to prevent the construction or maintenance by Lessee of a spur track over said 20 foot strip of land."

Except as herein specifically amended, all of the terms and conditions in said lease of May 22, 1941, and said amendment of lease of October 1, 1942, shall remain in full force and effect.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the second party has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

This instrument is executed in duplicate, both of which shall be deemed originals, and the instrument when so executed shall be deemed effective from the date first hereinabove written.

THE CITY OF SAN DIEGO
First Party.
By EMIL KLICKA
R. H. VAN DEMAN
A.BORTHWICK
Members of the Harbor Commission
of the City of San Diego.

KELCO COMPANY
Second Party.
By R. J. WIG
Vice President

(SEAL)
ATTEST:
CHAS. E. DONNELLY
Secretary

I hereby approve the form of the foregoing Agreement for Modification of Lease this 12 day of Sept., 1946.

J. F. DuPAUL
City Attorney.
By MOREY S. LEVENSON

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease - Kelco Company; being Document No. 355294.
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 10th day of September, 1946, 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 1946-47, the cost to the County shall not exceed the sum of \$2364.50, said payment to be made upon the adoption of this agreement by both the City and the County;

This contract covers the fiscal year 1946-47, beginning July 1, 1946 and ending June 30, 1947, 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. 84011 of the City Council duly and regularly adopted by said Council on the 27th day of August, 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 10th day of September, 1946.

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

(SEAL)
ATTEST:
J. B. McLees, County Clerk
and ex-officio Clerk of Board
of Supervisors
EDITH SIDDALL

Deputy County Clerk

I HEREBY APPROVE the form and legality of the foregoing Agreement this 4th day of September, 1946.

J. F. DuPAUL, City Attorney,
By THOMAS J. FANNING
Deputy City Attorney

I HEREBY APPROVE the form and legality of the foregoing Agreement, this 4 day of September, 1946.

THOMAS WHELAN, District Attorney,
By CARROLL H. SMITH
Deputy District Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with County of San Diego relative to operation of Governmental Reference Library; being Document No. 365326,

FRED W. SICK
City Clerk of the City of San Diego, California
By 777 Allen Deputy.

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway or any city street prior to signing an 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 L. Landt and Hilda H. Landt are the owners of Lot 1/2 Lot 8, Lot 9 & 10, Block 21, of Ocean Beach Park,

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of August, 1946, by Henry L. Landt and Hilda H. Landt; I () we will, for and in consideration of the permission granted to remove 55' 6" feet of curbing on Lotus between Cable and Sunset adjacent to the above described property, bind us to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves and our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

HENRY LANDT - HILDA H. LANDT
2830 Upas St.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO,)

On this 15th day of August, A.D. Nineteen Hundred and forty-six before me Gladys Kozicki, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry L. Landt and Hilda H. Landt known to me to be the persons described in and whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

GLADYS KOZICKI

(SEAL) Notary Public in and for the County of San Diego,
My Commission Expires December 5, 1949. State of California.

I hereby approve the form of the foregoing agreement this 26th day of August, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED SEPT 4 1946 30 min. past 3 P.M. in Book 2219 at page 281 of Official Records, San Diego Co., Cal. Recorded at request of Grantee, San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

J. MARTIN

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement - Henry L. Landt et ux; being Document No. 364929;

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

Regarding construction of a Rumpus Room
Regarding use of structure as a Rumpus Room

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.
CITY OF SAN DIEGO)

VALLI RAICHART, after being first duly sworn, for herself deposes and says;
That I am the owner of the hereinafter described real property; Lots Thirty one (31) and Thirty two (32) Block Four hundred sixty (460) Subdivision Winder's Subdivision, located at 1330 West Pennsylvania Avenue;

That I desire to construct a Rumpus Room on the above described property with no side-yard and have applied for a yard variance by application No. 3984, dated July 26, 1946;

That I, in consideration of approval granted by the City of San Diego to construct said Rumpus room with no sideyard by Zoning Committee Resolution No. 1734, dated August 29, 1946; 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;

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.

VALLI RAICHART
1330 W. Pennsylvania

On this 29th day of August 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 Valli Raichart 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

RECORDED Sep 4 1946 30 min. past 3 P.M. in Book 2219 at page 280 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

J. MARTIN

Copyist 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 concerning construction of a Rumpus Room at 1330 West Pennsylvania Avenue - Valli Raichart; being Document No. 364978.

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, Made and entered into this 15th day of September, 1946, by and between FRED E. WINSHIP, 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 HERMOSA TERRACE, 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. 81669, adopted August 28, 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 Hermosa Terrace, by the City Council of The City of San Diego, promises and agrees with the party of the second part that it will do and perform or cause to be done and performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City Engineer of said party of the second part, all of the work and improvements required to be done on a portion of Palomar Avenue, Mesa Way, Winamar Avenue, Camino De La Costa, Avenida Cresta, Viamaria, and alleys path and easements, within the limits and as particularly shown in that certain document numbered 360379, filed in the office of the City Clerk of said City on March 25, 1946; and will furnish the necessary materials for the execution and completion thereof, which materials shall comply with the specifications, both general and special, hereinafter referred to.

All of the said work hereinbefore referred to shall be constructed in the manner, at the locations, within the limits, of the materials, and of the dimensions as shown upon and in accordance with the plans, profiles, drawings, typical cross-sections and specifications therefor contained in said Document No. 360379, on file in the office of the City Clerk of said City, copies of which are on file in the office of the City Engineer of said City, approved and adopted by the Council of said City as the plans, profiles, drawings, typical cross-sections and specifications to be followed in making said improvement; and by reference thereto all said plans, profiles, drawings, typical cross-sections and specifications contained in said Document No. 360379 are incorporated herein and made a part hereof.

It is hereby expressly understood and agreed that all of the work and improvements required to be done by this contract shall be completed on or before April 1, 1947.

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. 84118 of the Council, authorizing such execution, the day and year in this agreement first above written.

FRED E. WINSHIP

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 and legality of the foregoing Agreement this 15th day of September, 1946.

J. F. DuPAUL, City Attorney,

By HARRY S. CLARK,

Deputy City Attorney

B O N D

WHEREAS, By Resolution No. 81669, adopted August 28, 1945, and supplementary resolutions thereof, a tentative map of Hermosa Terrace, being a subdivision of a portion of Pueblo Lot 1258, of the City of San Diego, was approved; and

WHEREAS, Mr. Fred E. Winship has caused detailed plans and specifications under a private contract for all work necessary to be done, to be filed with the City Clerk of the City of San Diego, being Document No. 360379, filed March 25, 1946; and

WHEREAS, Under the provisions of the Subdivision Ordinance of The City of San Diego (Ordinance No. 1025, New Series, as amended) the subdivider, when the required work has not been completed at the time of filing the final map, must enter into an agreement with The City of San Diego to complete such required work; which agreement must be supported by detailed plans and specifications and be accompanied with a faithful performance bond and a labor and materialmen's bond; and

WHEREAS, The cost of the required work to be done amounts to \$90,000.00, and the amount of work completed amounts to \$35,000.00, being the following items and their amounts;

Excavation and grading

5 foot wide walkway

4061 lineal feet 6" Transite water pipe }

2350 lineal feet 8" cast iron water pipe }

Fire hydrants and laterals }

5476 lineal feet 6 V. C. sewer pipe }

2350 lineal feet 4 V. C. sewer pipe }

Laterals }

Culvert, head wall and curb inlet

Retaining wall 38 cubic yards

95% completed;

100% completed;

99.5% completed

99.5% completed

95% completed

100% completed

and

WHEREAS, the cost of the work to be completed, being all of the uncompleted under Document No. 360379, amounts to \$55,000.00, being the following items and their amounts:

173628 square feet A. C. pavement

excavation and grading

8966 square feet 5" C. C. pavement

9942 lineal feet curbing

49276 square feet sidewalk

4061 lineal feet 6" Transite water pipe }

2350 lineal feet 8" Cast Iron water pipe }

Fire hydrants and laterals }

5476 lineal feet 6 V. C. Sewer pipe }

2350 lineal feet 4 V. C. Sewer pipe }

Laterals }

100% to be completed;

5% to be completed;

100% to be completed;

100% to be completed;

100% to be completed;

5/10% to be completed;

5/10% to be completed;

Culvert head wall and curb inlet 5% to be completed;
NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, That we, FRED E. WINSHIP, as Principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, Post Office Square, Boston, Massachusetts, and authorized to transact surety business in the State of California, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, County of San Diego, State of California, a municipal corporation, in the penal sum of FIFTY FIVE THOUSAND DOLLARS (\$55,000.00) to be paid to said The City of San Diego, for which payment well and truly to be made we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 16th day of September, 1946, and executed and to be performed in said City of San Diego.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above Fred E. Winship shall well and truly keep and faithfully perform the covenants, conditions and agreements contained in a certain contract about to be made between said Fred E. Winship and The City of San Diego, and which said contract is contained in Document No. 365470, 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 has hereto signed his name and the said Surety has hereto caused its name and corporate seal to be affixed by its duly authorized Attorney-in-Fact, this 16th day of September, 1946.

FRED E. WINSHIP
Principal
MASSACHUSETTS BONDING AND INSURANCE
COMPANY,
By DONALD B. GOLDSMITH,
Attorney-in-Fact.
Suite 234 Spreckels Bldg.,
San Diego, California.

(SEAL)

The rate of premium on this bond is \$15.00 per thousand on cost of improvement; the total amount of premium paid is \$825.00.

I HEREBY APPROVE the form of the foregoing Bond, this 16th day of September, 1946.

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 19th day of September, 1946.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 16th day of September 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.

B O N D

WHEREAS, By Resolution No. 81669, adopted August 28, 1945, and supplementary resolutions thereof, a tentative map of Hermosa Terrace, being a subdivision of a portion of Pueblo Lot 1258, of the City of San Diego, was approved; and

WHEREAS, Mr. Fred E. Winship has caused detailed plans and specifications under a private contract for all work necessary to be done, to be filed with the City Clerk of the City of San Diego, being Document No. 360379, filed March 25, 1946; and

WHEREAS, Under the provisions of the Subdivision ordinance of The City of San Diego (Ordinance No. 1025, New Series, as amended) the subdivider, when the required work has not been completed at the time of filing the final map, must enter into an agreement with The City of San Diego to complete such required work, which agreement must be supported by detailed plans and specifications and be accompanied with a faithful performance bond and a labor and materialmen's bond; and

WHEREAS, The cost of the required work to be done amounts to \$90,000.00, and the amount of work completed amounts to \$35,000.00, being the following items and their amounts:

| | |
|--|-----------------|
| Excavation and grading | 95% completed; |
| 6 foot wide walkway | 100% completed; |
| 4061 lineal feet 6" Transite water pipe | 99.5% completed |
| 2350 lineal feet 8" cast iron water pipe | |
| Fire hydrants and laterals | |
| 5476 lineal feet 6 V. C. sewer pipe | 99.5% completed |
| 2350 lineal feet 4 V. C. sewer pipe | |
| Laterals | |
| Culvert, head wall and curb inlet | 95% completed |
| Retaining wall 38 cubic yards | 100% completed, |

and WHEREAS, the cost of the work to be completed, being all of the uncompleted under Document No. 360379, amounts to \$55,000.00, being the following items and their amounts:

| | |
|--|------------------------|
| 173628 square feet A. C. pavement | 100% to be completed; |
| excavation and grading | 5% to be completed; |
| 8966 square feet 5" C. C. pavement | 100% to be completed; |
| 9942 lineal feet curbing | 100% to be completed; |
| 49276 square feet sidewalk | 100% to be completed; |
| 4061 lineal feet 6" Transite water pipe | 5/10% to be completed; |
| 2350 lineal feet 8" Cast Iron water pipe | |
| Fire hydrants and laterals | |

5475 lineal feet 6 V.C. Sewer pipe }
2350 lineal feet 4 V.C. Sewer pipe } 5/10% to be completed;
Laterals
Culvert head wall and curb inlet 5% to be completed;

NOW, THEREFORE,
KNOW ALL MEN BY THESE PRESENTS, That we, FRED E. WINSHIP, as Principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, Post Office Square, Boston, Massachusetts, and authorized to transact surety business in the State of California, 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 FRED E. WINSHIP and THE CITY OF SAN DIEGO, contained in Document No. 365470, on file in the office of the City Clerk of said City, or who rent or hire teams or implements, or machinery for, or contribute 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 Twenty-seven Thousand Five Hundred Dollars (\$27,500.00) lawful money of the United States, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly, by these presents.

Sealed with our seals, and dated this 16th day of September, 1946, 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 FRED E. WINSHIP or any sub-contractor of said Fred E. Winship shall fail to pay for any materials, provisions, provender or other supplies, or for the use of implements or machinery, or contributing to, or hire of teams used in, upon for or about the performance of said work and improvement, or for any work or labor thereon of any kind, the said surety will pay for the same in an amount not exceeding the sum specified in this bond; then the above obligation to become void, otherwise to remain in full force and effect.

This bond is executed in accordance with the provisions of Ordinance No. 1025 (New Series) of the Ordinances of The City of San Diego, adopted November 24, 1936, as amended.

IN WITNESS WHEREOF, the said Principal has hereto signed his name and the said Surety has hereto caused its name and corporate seal to be affixed by its duly authorized Attorney in fact, this 16th day of September, 1946.

FRED E. WINSHIP
Principal
MASSACHUSETTS BONDING AND INSURANCE COMPANY,
Surety
By DONALD B. GOLDSMITH, Attorney in Fact.
Suite 234 Spreckels Bldg.,
San Diego, California.

The rate of premium on this bond is \$ nil per thousand on cost of improvement; the total amount of premium paid is \$ waived.

I HEREBY APPROVE the form of the foregoing Bond, this 16th day of September, 1946.

J. F. DuPAUL, City Attorney,
By HARRY S. CLARK
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 19 day of September, 1946.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 16th day of September 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.

MYRTLE M. STANFIELD
(SEAL) Notary Public in and for said County and State.
My Commission Expires June 7, 1947.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract and Bond regarding Improvements in Hermosa Terrace - Fred E. Winship; being Document No. 365470.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Francis T. Tatten Deputy

WATER AGREEMENT

Negotiated
Contract N52m-21140

THIS AGREEMENT, made and entered into this twenty-fourth day of July, 1946, by and between the CITY OF SAN DIEGO, City and County of San Diego, State of California, hereinafter called the Contractor, and the UNITED STATES OF AMERICA, hereinafter called the Government, acting by and through its proper Officers thereunto duly authorized, WITNESSETH:

That the Contractor, for and in consideration of the covenants on the part of the Government, hereinafter contained, hereby agrees to furnish the Government, for the Use of the United States Marine Corps, WATER, at the locations described below in the City and County of San Diego, State of California:

| Item No. | Location | Monthly Service Charge | Size of Meter(s) |
|----------|-------------------------|--|--------------------------------|
| 1. | U. S. Marine Corps Base | In accordance with Ord. 3184, dated 21 May, 1946 | One (1) 6" Tri. Comp. #2076580 |

Two (2) 8" Bd. Comp.
 #2341564
 #2353819
 One (1) 4" Tri. Comp.
 #1827857.
 One (1) 5" Tri. Comp.
 #1827821

2. Camp Calvin B. Matthews,
 U.S Marine Corps Rifle Range In accordance
 with Ord.
 3184, dated
 21 May, 1946

One (1) 5" Tri. Comp.
 #5244595.

This agreement shall take effect the first day of August, 1946, and shall continue from month to month until the thirtieth day of June, 1947, and thereafter until further notice.

Water shall be furnished by the Contractor through meters which are and/or will be furnished by the Government, and the water shall be measured and charged for in accordance with the reading shown upon said meter or meters upon the last day of each and every month during the life of this agreement. In the event that any meter(s) fails to register, a daily average will be obtained from the readings taken of the previous three months when such meter(s) was known to be operating correctly, and this figure used as a basis of payment for the period any meter(s) is out of order and until repaired.

The whole or any part of the services furnished hereunder may be discontinued upon fifteen (15) days' written notice to the Contractor. The Government reserves the right to add supplementary services hereunder, as and when required; such addition(s) to be made part of this agreement through the medium of letters of amendment and subject to the terms and conditions hereof.

The Government hereby agrees to pay for the water so furnished in accordance with Ordinance No. 3184 dated May 21, 1946, copy of which is appended hereto and made a part hereof. It is understood and agreed that in the event the water rates of the Contractor are amended and/or modified before the termination of this agreement the Government shall pay for the water so furnished at the revised rates.

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 this agreement, 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.

The Contractor hereby agrees that, in performing the work required by this agreement, it will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor further agrees that each subcontract made under this agreement will contain a similar provision with respect to nondiscrimination. For the purposes of this paragraph, subcontracts shall be deemed to include all purchase orders and agreements to perform all or any part of the work, or to make or furnish any article required for the performance of this agreement, except purchase orders or agreements for the furnishing of standard commercial articles or raw materials.

This contract nor any interest herein, nor any claim arising hereunder shall be transferred or assigned by the Contractor to any other party or parties.

Nothing herein contained shall obligate the Government for a period beyond that for which the Congress shall have made appropriation adequate for its fulfillment.

Except as otherwise specifically provided for in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the contracting Officer, or his duly authorized representative, subject to written appeal by the Contractor within thirty (30) days to the Quartermaster General of the Marine Corps, Washington 25, D.C., or his duly authorized representative, whose decision shall be final and conclusive upon the parties hereto. In the meantime the Contractor shall diligently proceed with performance. 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 contract if made with a corporation for its general benefit.

Render invoice in QUINTUPLICATE to the Base Disbursing & Purchasing Officer, U.S. Marine Corps Base, San Diego, California, monthly (certified on original only) as follows:

"I certify that the above account is correct and just;
 that payment therefor has not been received; that
 all statutory requirements as to the American
 production and labor standards and all conditions
 of purchase applicable to the transactions have
 been complied with; and that State or Local sales
 taxes are not included in the amounts billed".

THE CITY OF SAN DIEGO

THIS AGREEMENT SUPERSEDES AND TERMINATES CONTRACT N52m-9375, DATED MAY 19, 1937, AS OF JULY 31, 1946.

This contract negotiated under authority of the First War Powers Act, 1941, and Executive Order No. 9001, December 27, 1941.

NOTE: Item No. 1 Government owned property

Item No. 2 Government owned property, with exception as follows:

Under lease with The City of San Diego, and as described in Lease NOD 1957 as follows: All that portion of the Easterly one half (1/2) of Pueblo Lot 1316 lying Southerly of Miramar Road, of the Pueblo Lands of San Diego, according to the map thereof made by James Pasco in the year 1870, a copy of which map is filed as Miscellaneous Map No. 36 in the office of the County Recorder of San Diego County, California; containing in all 32 acres, more or less, EXCEPTING THEREFROM all public highways and easements of every kind and description, and subject to all encumbrances of whatsoever nature.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

By W. R. CATHEY
Purchasing Agent
Quartermaster's Dept. USMC

Witness:
A. E. Curtis

THE CITY OF SAN DIEGO
By F. A. RHODES,
City Manager
San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Water Agreement between The City of San Diego and the United States Government; being Document No. 355495.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. SICK Deputy

BOND NO. R. L. #95

KNOW ALL MEN BY THESE PRESENTS, That JAMES P. TWOHY, as Principal and NEW YORK CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand two hundred fifty Dollars (\$1,250.00), 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 himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of September, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings T-201, T-202, T-203, T-204 and T-123, located at Camp Callan, 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.

JAMES P. TWOHY
Principal
NEW YORK CASUALTY COMPANY
Surety (SEAL)

By H. G. BROWN
Attorney-in-Fact

I hereby approve the form of the within Bond, this 18th day of September, 1946.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 18 day of 19
F. A. RHODES
City Manager.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 17th day of September in the year One Thousand Nine Hundred and 46 before me Sarah B. Lasky, a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared H. G. Brown known to me to be the ATTORNEY-IN-FACT of the NEW YORK CASUALTY COMPANY, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

(SEAL) SARAH B. LASKY
Notary Public in and for the County of San Diego,
My Commission expires 10-23-48. State of California.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 17th day of September, 1946, before me, Sarah B. Lasky, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared James P. Twohy personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL) SARAH B. LASKY
Notary Public in and for the County of San Diego,
My commission expires 10-23-48 State of California.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 17th day of September, 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 JAMES P. TWOHY, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. T-201, T-202, T-203, T-204 and T-123, 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 of 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.

Carpenter

\$ 1.65 per hour

Laborer

1.15 per hour

Foreman to receive not less than \$1.00
above trade classification.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 30 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 the following sums, to-wit:

A sum equal to the actual cost of the wrecking of said buildings, plus the following fixed fee profits above cost for each of the following buildings: Nos. T-201, T-202, T-203, and T-204; \$125.00 each; No. T-123, \$50.00.

That the total estimated cost of said work is \$5000.00.

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.

JAMES P. TWOHY

Contractor.

I hereby approve the form and legality of the foregoing contract this 18th day of September, 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 certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$5,000.00

Dated Sept. 24, 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 - 256

Memo James P. Twohy - Wrecking for salvage of materials, Camp Callan Bldgs. Nos. T-201, T-202, T-203, T-204, & T-123.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Wrecking of certain Camp Callan Buildings - James P. Twohy; being Document No. 365500.

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

THIS AGREEMENT, Made and entered into this 19th day of September, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, hereinafter referred to as the "City", party of the first part; and the SECURITY TRUST AND SAVINGS BANK of San Diego, Mission Bay Branch in Pacific Beach, party of the second part; WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City make arrangements for the payment of monthly water bills at various locations throughout the City, rather than to require payment of such bills at the office of the City Treasurer in the Civic Center Building; and

WHEREAS, the Mission Bay Branch of the Security Trust and Savings Bank maintains an office in a suitable and convenient location within the City, at Pacific Beach, and is willing to act as a collection agency for the payment of said 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 party of the second part, effective as of September 10, 1946, as a collection agency to receive payment of city water bills on behalf of the City and to issue receipts for such payments;

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 said party of the second part a sum equal to one per cent (1%) of the total amount of such collections made by said party of the second part, during the preceding month.

It is further understood and agreed that this contract may be terminated by either the City or the party of the second part, upon thirty (30) days written notice and that the same shall continue until the thirtieth day of June, 1947.

IN WITNESS WHEREOF, this contract is executed by the City of San Diego, acting by and through the City Manager of said City, pursuant to Resolution No. 84104, 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,
Party of the First Part;
By F. A. RHODES
City Manager;

(SEAL)

ATTEST:

Don C. Dickinson

SECURITY TRUST AND SAVINGS BANK,
Mission Bay Branch, Pacific Beach,
Party of the Second Part;
By A. J. SUTHERLAND
President

I HEREBY APPROVE the form of the foregoing Agreement this 18 day of September, 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 Security Trust and Savings Bank, Mission Bay Branch in Pacific Beach, for collection of water bills; being Document No. 365504.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sicken Deputy

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that CARROL AND FOSTER, a co-partnership, 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 three hundred forty-four dollars (\$1,344.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of September, 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 for the furnishing of all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a Sanitary

Sewer in Meade Avenue, between 33rd Place and Bancroft Street, in The City of San Diego, California, in accordance with the drawings and specifications referred to in said contract, and for the contract price therein set forth.

WHEREAS, the aforesaid penal sum of One thousand three hundred forty-four dollars (\$1,344.00), 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 surety have caused this instrument to be executed, the day and year first hereinabove written.

B. G. CARROLL
HARRY L. FOSTER
Co-partners, doing business
under the firm name of
CARROLL AND FOSTER.
Principal.
MARYLAND CASUALTY COMPANY
Surety.

ATTEST:
(SEAL)

By F. F. EDELEN
Its Attorney In Fact
J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney
F. A. RHODES
City Manager.

I hereby approve the form of the foregoing bond this 18th day of September, 1946.

I hereby approve the foregoing bond this 18 day of September, 1946.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 11th day of Sept., 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.
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that CARROLL AND FOSTER, a co-partnership, as Principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand six hundred eighty-seven dollars (\$2,687.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of September, 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 for the furnishing of all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a Sanitary Sewer in Meade Avenue, between 33rd Place and Bancroft Street, in The City of San Diego, California, in accordance with the drawings and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

B. G. CARROLL
HARRY L. FOSTER
Co-partners, doing business under the
firm name of CARROLL AND FOSTER,
Principal.
MARYLAND CASUALTY COMPANY
Surety.

(SEAL)

By F. F. EDELEN
Its Attorney In Fact
J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.
F. A. RHODES
City Manager.

ATTEST:

I hereby approve the form of the foregoing bond this 18th day of September, 1946.

I hereby approve the foregoing bond this 18 day of September, 1946.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 11th day of Sept., 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.

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 September, 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 AND 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 Sanitary Sewer in Meade Avenue, between 33rd Place and Bancroft Street, in The City of San Diego, California, consisting of approximately 240 lineal feet of 10-inch vitrified clay pipe sewer main and two reinforced concrete manholes, together with connections, fittings and appurtenances; all in accordance with the drawings and specifications therefor attached hereto and made a part hereof.

Said contractor hereby agrees to do and perform all of said work at and for the following price, to-wit: Two thousand six hundred eighty-seven dollars (\$2,687.00).

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 thirty (30) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Two thousand six hundred eighty-seven dollars (\$2,687.00); said payments to be made as follows:

Upon the completion of said work, and the acceptance of the same by the City Manager of said City, 90% of the said contract price shall be paid said contractor, and 10% shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part 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, and when a release of all claims against the City under or by virtue of the contract shall have been executed by the contractor, and when five days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor 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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten

Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract 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

LABORERS:

| | |
|---|---------|
| General or Construction | \$ 9.20 |
| Operators and Tenders of pneumatic and electric tools, vibrating machines and similar mechanical tools not separately classified herein | 10.80 |
| Cement dumper (on 1 yd. or larger mixers and handling bulk cement) | 10.80 |
| Cribbers or Shorers | 12.00 |
| Asphalt Raker and Ironer | 10.80 |
| Concrete Curer - Impervious Membrane | 10.60 |
| Fine Grader (Highway and Street Paving only) | 10.00 |
| Sewer Pipe Layer (excluding Caulker) | 11.60 |
| Sewer Pipe Caulker (using caulking tools) | 10.60 |
| Tarman and Mortarman | 9.50 |

OPERATING ENGINEERS:

| | |
|---|-------|
| Apprentice Engineer, including fireman, oiler, greaser | 10.60 |
| Air Compressor Operator | 11.60 |
| Concrete or Asphalt Spreading, Mechanical Tamping or Finishing Machine Operator | 13.60 |
| Concrete Mixer Operator - paving type and mobile mixer | 14.40 |
| Concrete Mixer Operator - skip type | 12.60 |
| Material Loader or Conveyor Operator | 11.60 |
| Motor Patrol Operator, including any type of power blade | 14.60 |
| Oshkosh or D. W. 10 or Tourneapull Operators | 14.60 |
| Pavement Breaker Operator | 13.20 |
| Pump Operator | 11.60 |
| Roller Operator | 13.20 |
| Skip Loader Operator - wheel type | 12.60 |
| Tow blade or Grader Operator | 12.60 |
| Tractor Hi-Lift Shovel Operator | 15.20 |
| Tractor Operator - Bulldozer, Tamper, Scraper or Drag Type Shovel or Boom Attachments | 13.60 |
| Trenching Machine Operator | 14.20 |
| Universal Equipment Operator (Shovel, Dragline, Derrick, Derrick-Barge, Clamshell or Crane) | 15.20 |

TRUCK DRIVERS:

| | |
|---|-------|
| Drivers of trucks legal payload capacity less than 6 tons | 9.80 |
| Drivers of trucks legal payload capacity between 6 and 10 tons | 10.00 |
| Drivers of trucks legal payload capacity between 10 and 15 tons | 10.40 |
| Drivers of Transit-Mix Trucks - under 3 yards | 11.60 |
| Drivers of Transit-Mix Trucks - 3 yards or more | 12.60 |

OTHER TRADES:

| | |
|---------------------------------|-------|
| Bricklayers | 16.00 |
| Bricklayer Tender, any capacity | 11.00 |
| Carpenter | 13.20 |
| Cement Finisher | 14.20 |
| Electrician, Journeyman | 14.00 |
| Painter, Journeyman | 12.00 |
| Plumber | 14.00 |
| Reinforcing Iron Worker | 14.20 |

OVERTIME:

Charges in overtime are as follows: Carpenters, Ironworkers and Engineers, double time for all overtime; Cement Finishers - time and one-half for first three hours overtime in any one day, and double time thereafter.

For all others where crafts work a five-day week: Legal holidays, including Sundays and Saturdays and other overtime when permitted by law, to be paid at the rate of time and one-half.

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.

Federal Hindrance Clause.

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 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 of officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Council to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 84072 of the Council authorizing such execution, and the contractor has caused this instrument to be executed, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES

City Manager.

ATTEST:

B. G. CARROLL

HARRY L. FOSTER

Contractor.

I hereby approve the form and legality of the foregoing contract this 18th day of September, 1946.

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 \$2,687.00

Dated September 12, 1946.

J. McQUILKEN

R. W. Geffe

Auditor and Comptroller of the City of San Diego,
California.

To be paid out of Fund 245 Capital Outlay - Ord. 3263

Memo Carroll & Foster - For Sanitary Sewer on Mead Avenue

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with CARROLL AND FOSTER for construction of Sewer in Meade Avenue; being Document No. 365505.

FRED W. SICK

City Clerk of The City of San Diego, California.

By F. W. Sick Deputy.

KNOW ALL MEN BY THESE PRESENTS, That HARRY EPSTEN, an individual doing business as EL CAJON MOTORS, 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 ONE THOUSAND TWO HUNDRED FIFTY-EIGHT and no/100 Dollars (\$1,258.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of September, 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:

4 - Universal jeeps,

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.
NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

HARRY EPSTEN
an individual doing business as
EL CAJON MOTORS

Principal.

(SEAL) PACIFIC EMPLOYERS INSURANCE COMPANY
Surety.

ATTEST:

By RICHARD M. BOWEN
Attorney-In-Fact

I hereby approve the form of the within Bond, this 18th day of September, 1946.
J. F. DuPAUL

City Attorney.

By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 18 day of September 1946.
F. A. RHODES

City Manager.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 12th day of September, 1946, before me JONAS EDWIN HEDQUIST, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn, personally appeared RICHARD M. BOWEN 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) JONAS EDWIN HEDQUIST
Notary Public in and for the State of California,
County of San Diego.

My commission expires Mar. 3, 1950.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 12th day of September, 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 herein after sometimes designated as the City, and HARRY EPSTEN, an individual doing business as EL CAJON MOTORS, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 4 - Only Universal Jeeps with extra passenger seat
- 1 - only complete top
- 4 - only trailer hitches

all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 364071.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

| | |
|---|-----------|
| 4 - only Universal jeeps@ \$1224.81 ea | \$4899.24 |
| 1 - only complete top | 84.12 |
| 4 - only trailer hitches | 48.00 |
| | \$5031.36 |

Said prices do not include the California State Sales Tax.

Said prices are subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 364071, on file in the office of said City Clerk, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

Said contractor agrees to make delivery immediately upon the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

FIVE Thousand Thirty-one and 36/100 Dollars (\$5031.36), exclusive of the California State Sales Tax.

Payment for said jeeps will be made in accordance with purchase order and delivery.

Federal Hindrance Clause

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 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. 84049 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.

ATTEST:

HARRY EPSTEN
an individual doing business as
EL CAJON MOTORS
Contractor.

I hereby approve the form and legality of the foregoing contract this 18th day of September, 1946.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

Cert. No. 42

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$5,157.14.

Dated Sept. 6, 1946.

J. McQUILKEN
R. W. GEFTE

Auditor and Comptroller of the City of San Diego, California.

To be paid out of General Fund (Public Works Outlay 37-5100)
Memo El Cajon Motors (4 Universal Jeeps).

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with El Cajon Motors for furnishing 4 Universal Jeeps; being Document No. 355507.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. SICK Deputy.

KNOW ALL MEN BY THESE PRESENTS, That GEO. V. BLACK and FRED L. SOUTHER, co-partners doing business under the firm name and style of SOUTHERN MACHINERY COMPANY, as Principal and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED NINETY-FOUR and no/100 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 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 17th day of September, 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 - Ingersoll-Rand Model D 85-2 stage air cooled gasoline engine portable air compressor mounted on 2 pneumatic tires and equipped with electric starter, generator and battery, 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:

GEO. V. BLACK
FRED L. SOUTHER
co-partners dba
SOUTHERN MACHINERY COMPANY
Principal.
GREAT AMERICAN INDEMNITY COMPANY
Surety.

(SEAL)

By L. DOSTER
By WILLIS H. FLETCHER
Attorneys-in-fact

I hereby approve the form of the within Bond, this 20th day of September, 1946.
J. F. DuPAUL
City Attorney.
By B. L. COMPARET,
Deputy City Attorney
I hereby approve the foregoing bond this 20 day of September 1946.
F. A. RHODES
City Manager.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 17th day of September 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 and Willis Fletcher known to me to be the Attorneys-in-Fact of the GREAT AMERICAN INDEMNITY COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.**
IN WITNESS WHEREOF, I have hereunto set my hand affixed my Official Seal, at my office, in the said County the day and year in this certificate first above written.
R. L. PAINE
Notary Public in and for the County of San Diego, State of California
(SEAL)
My Commission will Expire 1-12-50

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, 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 GEO. V. BLACK and FRED L. SOUTHER, co-partners, doing business under the firm name and style of SOUTHERN MACHINERY COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH: That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 1 - Ingersoll-Rand Model D 85 - 2 stage air cooled gasoline engine portable air compressor mounted on 2 pneumatic tires and equipped with electric starter, generator and battery according to the specifications therefor on file in the office of the City Clerk of said City under Document No. 364074.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

- 1 - Ingeroll-Rand Model D 85 air compressor\$ 1,975.00

Said price does not include the California State Sales Tax.
Said price is subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 364074, on file in the office of said City Clerk, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

Said contractor agrees to begin delivery from factory of said material within ninety (90) days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: One Thousand Nine Hundred Seventy-six and no/100 Dollars (\$1975.00), exclusive of the California State Sales Tax.

Payment for said air compressor will be made in accordance with purchase order and delivery.
Federal Hindrance Clause.

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 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. 84053 of the Council authorizing such execution, and the contractor has hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES

City Manager.

ATTEST:

GEO. V. BLACK

FRED L. SOUTHER

co-partners dba Contractor.

SOUTHERN MACHINERY COMPANY

I hereby approve the form and legality of the foregoing contract this 20th day of September, 1946.

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 \$ 2,025.40

Dated Sept 6, 1946.

J. McQUILKEN

R. W. GEFFE

Auditor and Comptroller of the City of San Diego,
California.

To be paid out of General Fund (Public Works Outlay 37-5100)

Memo Southern Machinery Co. (1-Compressor)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Southern Machinery Company for furnishing one Ingersoll-Rand Model D 85-2 portable air compressor; being Document No. 365529.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. SICK Deputy

SCHED. 23514
A.M. 8/28/46

C O N T R A C T

ANNUAL
FY 1947

REQUISITION NO. NH16-3008-47 BUREAU MEDICINE AND SURGERY ACTIVITY 123 37206
U.S. NAVY PURCHASING OFFICE U.S. NAVAL HOSPITAL,
210 W. 7th St., LOS ANGELES 14, CALIFORNIA SAN DIEGO, CALIFORNIA
(Purchasing Activity)
THE CITY OF SAN DIEGO
(Contractor)

CONTRACT FOR MAINTENANCE OF GROUNDS, SHRUBS AND GARDENS AMOUNT \$ 5,059.17 EST.
PLACE U.S. NAVAL HOSPITAL, SAN DIEGO, CALIFORNIA

THIS CONTRACT, entered into as of 1 July, 1946, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this contract and

THE CITY OF SAN DIEGO

(i) a corporation organized and existing under the laws of the State of Calif.

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, 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 nonconformance 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 of 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 I 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

Section 13 of the General Provisions of this contract is hereby deleted and in lieu thereof the following section is substituted:

"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 following provisions:

'No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work at the site thereof, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this article. The wages of every laborer and mechanic employed by the contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of the eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times of the basic rate of pay. For each violation of the requirements of this article a penalty of five dollars shall be imposed upon the contractor for

each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this article, and all penalties thus imposed shall be withheld for the use and benefit of the Government: provided, that this stipulation shall be subject, in all respects to the exceptions and provisions of U.S. Code, Title 40, Sections 321, 324, 325, and 326, relating to hours of labor, as in part modified by the provisions of Section 303 of Public Act No. 781, 76th Congress, approved September 9, 1940, relating to compensation for overtime." 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 subsection (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. NH15-3008-47 Bureau M & S Date of Requisition 22 August 1946 Contract No. N123S-37205 44805

Sched. No. 23514 Material For (Ship or Account #259 U.S. Naval Hospital, San Diego, Calif.

Appropriation 1771102 Medical Dept., Navy 1947 O.C. 0794(1)

Purpose Upkeep of Grounds

THE CITY OF SAN DIEGO
SAN DIEGO 1, CALIFORNIA

Delivery time will influence award. State best delivery but estimate accurately. Split deliveries acceptable. To be delivered to:

Confirming Telephone Bid of 28 August 1946 from Mr. Perry, Tel. No. Ma-5088

Services, as required, by the Medical Officer in Command, U. S. Naval Hospital, San Diego, California, during the period 1 July 1946 to 30 June 1947.

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 3 MOS. at Unit Price of 1,686.39 Amount 5,059.17

Contractor's invoices, in quadruplicate, properly certified, to be submitted monthly to the Medical Officer in Command, U. S. Naval Hospital, San Diego, California, for necessary action toward preparation of Public Voucher.

Payment to be made by U. S. Navy Central Disbursing Office, San Diego, California.

The Government reserves the right to terminate contract upon thirty (30) days written notice to Contractor."

"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."

AM 8/26/46 8/28/46 \$5,059.17 EST.

"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 services 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 services hereunder having an aggregate value at the above unit prices of not more than \$5,059.17. 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."

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 this section 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 which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the contracting officer, who shall mail to the Contractor a written notification of his determination. Within 30 days from said mailing the Contractor may appeal to the Secretary of the Navy, whose decision shall be final and conclusive upon the parties. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

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 includes, 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.

Date signed by
Contracting Office Sep 17 1946

UNITED STATES OF AMERICA
By E. H. Crissman, Lieut. (JG)
Contracting Officer.

THE CITY OF SAN DIEGO
By F. A. Rhodes
City Manager
Civic Center, San Diego

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; that said contract was duly signed for and in behalf of said corporation by authority by its governing body and is within the scope of its corporate powers.

FRED W. SICK (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Navy Department for maintenance of grounds, shrubs and gardens at U. S. Naval Hospital; being Document No. 365530.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Allen Deputy

KNOW ALL MEN BY THESE PRESENTS, That F. ALVIN JONES, HYRUM JONES and ELLAS H. JONES, 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 NINETY and no/100 Dollars (\$490.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of September, 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:

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 C. JONES
ELLAS H. JONES
co-partners dba
JONES KNITTING MILLS
Principal.

(SEAL)

GLOBE INDEMNITY COMPANY
By L. L. BURR, Jr. Surety
Attorney In Fact

I hereby approve the form of the within Bond,
this 20th day of September, 1946.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 25 day of September, 1946.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES }

On this 16th day of September in the year 1946, before me, L. HOLLINGSHEAD, a Notary Public in and for the County and State aforesaid, personally appeared L. L. Burr, Jr. 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.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 16th day of September, 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. ALVIN JONES, HYRUM JONES and ELLAS H. 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, 11 ounce herringbone weave, for use of the Junior Traffic Patrol, in sizes as follows:

50 sweaters size 18
150 " " 16
200 " " 14

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 354204.

Said contractor agrees to deliver said sweaters within 90 days from and after the date of the execution of this contract.

Said contractor hereby agrees to furnish and deliver the said sweaters at and for the following price, to-wit:

| | | |
|-----------------------------|--------------|------------------|
| 400 red wool sweaters | @ \$4.75 ea. | \$1900.00 |
| California State Sales Tax | | 47.50 |
| Delivery | | 4.00 |
| Fee on required surety bond | | 5.00 |
| | | <u>\$1956.50</u> |

Said price is subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 354204 on file in the office of said City Clerk, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

Said City, in consideration of the furnishing and delivery of said sweaters 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 sweaters by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand Nine Hundred Fifty-six and 50/100 Dollars (\$1956.50).

Payment for said sweaters will be made in accordance with purchase order and delivery.

Federal Hindrance Clause.

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 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.

It is further understood and agreed, anything contained in this agreement to the contrary notwithstanding, that in the event the contractor shall be prevented by reason of any strike, Act of God, or other reason beyond his control, from securing the material, equipment or manpower necessary to perform this contract, then the equitable procedure set forth in the "Federal Hindrance Clause" herein shall be effective and may be invoked.

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. 84009 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.
F. ALVIN JONES
HYRUM E. JONES
ELLAS H. JONES
co-partners dba
JONES KNITTING MILLS
Contractor.

I hereby approve the form and legality of the foregoing contract this 20th day of September, 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 JONES KNITTING MILLS for furnishing 400 red wool sweaters; being Document No. 355568.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Allen 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 and no/100 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 THEIR SELVES 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 September, 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 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, 1946 and ending September 1, 1947, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

| | | |
|---|--------|---|
| ATTEST: C. D. MOORE | (SEAL) | DALEY CORPORATION G. R. DALEY Principal |
| ATTEST: C. D. MOORE | (SEAL) | PACIFIC EMPLOYERS INSURANCE COMPANY Surety By ROBERT F. DRIVER Attorney-in-Fact. |
| I hereby approve the form of the within Bond, this 23rd day of September, 1946. | | |
| | | J. F. DuPAUL City Attorney |
| | | By B. L. COMPARET Deputy City Attorney |
| | | F. A. RHODES City Manager. |

STATE OF CALIFORNIA) ss.
 COUNTY OF SAN DIEGO)

On this 19th day of September, 1946, before me RICHARD M. BOWEN, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared ROBERT F. DRIVER known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the PACIFIC EMPLOYERS INSURANCE COMPANY, and acknowledged to me that he subscribed the name of PACIFIC EMPLOYERS INSURANCE COMPANY thereto as Principal and his own name as Attorney-in-Fact.

(SEAL) RICHARD M. BOWEN
 Notary Public in and for the State of California,
 County of San Diego

My Commission expires May 26, 1947.

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 September, 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 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, 1946 and ending September 1, 1947, all in accordance with the specifications therefor contained in Document No. 364577, on file in the office of the City Clerk of said City.

Deliveries of the materials above specified shall be made f.o.b. City's trucks, at the corner of Mission Valley Road and Ward Road, San Diego, California.

Said contractor hereby agrees to furnish and deliver the materials above specified at and for the following prices, to-wit:

ASPHALTIC CONCRETE BASE:
 Under 100 tons, per ton \$3.52
 100 to 200 tons, per ton \$2.90
 Over 200 tons, per ton \$2.90

ASPHALTIC WEARING SURFACE,
 and/or SHEET WEARING SURFACE:
 Under 100 tons, per ton \$4.46
 Over 100 tons, per ton \$3.57

PLANT MIXED SURFACING:
 Under 100 tons, per ton \$3.10
 100 to 200 tons, per ton \$2.90
 Over 200 tons, per ton \$2.90

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 \$3.52
 100 to 200 tons, per ton \$2.90
 Over 200 tons, per ton \$2.90

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 | \$2.90 |
| Over 200 tons, per ton | \$2.90 |

Said prices hereinabove mentioned do not include the California State Sales Tax.
The City's minimum requirements for the four types of asphalt patching materials will be approximately 25,000 tons.
Payment for said materials will be made in accordance with purchase orders and deliveries.

Federal Hindrance Clause:

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 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. 84083 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: (SEAL) DALEY CORPORATION
C. D. MOORE By G. R. DALEY, President
Contractor.

I hereby approve the form and legality of the foregoing contract this 23rd day of September, 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 DALEY CORPORATION for furnishing Asphaltic Concrete Base, Asphaltic Wearing Surface, and patching material; being Document No. 365569.

FRED W. SICK
City Clerk of the City of San Diego, California.
By J. T. Allen Deputy

BOND NO. 125475

KNOW ALL MEN BY THESE PRESENTS, That GOLDEN STATE EQUIPMENT COMPANY, 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 FIVE HUNDRED FORTY-SEVEN and no/100 Dollars (\$547.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of September, 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 - Worthington Model 105' gasoline engine driven two-stage air-cooled portable Air Compressor skid mounted, complete with electric starting equipment,

in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

Subscribed and sworn to before me this
18th day of September, 1946 (SEAL)
JAMES J. GAY Notary Public
Notary Public in and for the County of Los
Angeles, State of California. (SEAL)
My Commission Expires Feb. 13, 1950.

GOLDEN STATE EQUIPMENT COMPANY
By W. L. McGONIGLE, V. P.
Principal
THE TRAVELERS INDEMNITY COMPANY
Surety
By W. C. PHILLIPS, Attorney-in-Fact.

I hereby approve the form of the within Bond, this 25th day of September, 1946.

J. F. DuPAUL City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 25th day of September 1946.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 15th day of September, 1946, before me personally came W. C. PHILLIPS to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

J. H. HARGREAVES

(SEAL)
My Commission expires November 18, 1949.

Notary Public
Notary Public in and for the County of Los
Angeles, California

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 15th day of September, 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 GOLDEN STATE EQUIPMENT COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 1 - Worthington Model 105' gasoline engine driven two-stage air-cooled portable Air Compressor skid mounted, complete with electric starting equipment, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 354074.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

- 1 - Worthington Model 105' portable air compressor -----\$2185.00
Said price does not include the California State Sales Tax.
Said price is subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 354074, on file in the office of said City Clerk, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

Said contractor agrees to begin delivery of said material within sixty (60) days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 19____.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Two Thousand One Hundred Eighty-five Dollars (\$2185.00), exclusive of the California State Sales Tax.

Payment for said air compressor will be made in accordance with purchase order and delivery.

Federal Hindrance Clause.

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. 84054 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.

Subscribed and sworn to before me this
18th day of September, 1946. (SEAL)
JAMES J. GAY
Notary Public in and for the County of Los
Angeles, State of California.
My Commission Expires Feb. 13, 1950.

THE CITY OF SAN DIEGO.
By F. A. RHODES
City Manager.
GOLDEN STATE EQUIPMENT COMPANY
By W. L. McGONIGLE V.P.
Contractor.

I hereby approve the form and legality of the foregoing contract this 25th day of September, 1946.

J. F. DuPAUL
City Attorney.
By B.L. COMPARET
Deputy City Attorney.

CERTIFICATE of city auditor and comptroller Cert. No. 41
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 \$2,239.63
Dated Sept. 6, 1946

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego,
California.

To be paid out of General fund (Public Works Outlay 37-5100)
Memo Golden State Equip. Co. (1-Compressor)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Golden State Equipment Company for furnishing one portable air compressor; being Document No. 365635.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That HUDSON-TUCKER, INC., a corporation, as Principal and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED TEN and no/100 Dollars(\$410.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of September, 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 - two ton tandem roller
in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)
ATTEST:
RUSSELL W. LAMOREAUX
(SEAL)

HUDSON-TUCKER, INC.
By W. H. HUDSON, Pres.
Principal
MARYLAND CASUALTY COMPANY
Surety

I hereby approve the form of the within Bond, this 25th day of September, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 25 day of September, 1946.
F. A. RHODES
City Manager.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)
On this 16th day of September, 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. 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

Notary Public, in and for said County and State.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 15th day of September, 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 HUDSON-TUCKER, INC., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 1 - two ton tandem roller, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 364247.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

- 1 - 2-ton tandem roller ----- \$1637.50.

Said price does not include the California State Sales Tax.

Said price is subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 364247 on file in the office of said City Clerk, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

Said contractor agrees to deliver said material immediately from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: One Thousand Six Hundred Thirty-seven and 50/100 Dollars (\$1637.50), exclusive of the California State Sales Tax.

Payment for said material will be made in accordance with purchase order and delivery. Federal Hindrance Clause.

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. 84045 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 officer thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES

City Manager.

HUDSON-TUCKER, INC.

By W. H. HUDSON

Contractor.

(SEAL)

ATTEST:

RUSSELL W. LAMOREAUX

I hereby approve the form and legality of the foregoing contract this 25th day of September, 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 Hudson-Tucker, Inc. for furnishing 1-two ton Tandem Roller; being Document No. 365636.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS, That R. W. SPARLING, as Principal and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a New York Corporation, with its principal office in the City of New York, and authorized to do a general surety business in the State of California and under the laws of the United States, as Surety, are held and 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 Seven Dollars (\$1,507.00), lawful money of the United States of America, to be 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 sixth day of September, 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 The City of San Diego propeller-type meters and appurtenances, 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. W. SPARLING
Principal.

(SEAL) THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety

ATTEST:
BARBARA ROCKEFELLER
I hereby approve the form of the within Bond, this 24th day of September, 1946.
J. F. DuPAUL
City Attorney

By B. L. COMPARET
Deputy City Attorney
F. A. RHODES
City Manager.

I hereby approve the foregoing bond this 24th day of September, 1946.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 6th day of September in the year One Thousand Nine Hundred and Forty-Six before me FRED M. CADY a Notary Public in and for the said County of Los Angeles residing therein, duly commissioned and sworn, personally appeared HAROLD J. POTTINGER known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Los Angeles the day and year in this certificate first above written.

FREDA M. CADY
Notary Public in and for the County of Los Angeles,
State of California.

(SEAL)

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 24th day of September, 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. W. SPARLING, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

Propeller-type meters and appurtenances; all in accordance with Schedule II of the instructions and conditions, specifications and drawings contained in Document No. 362855, on file in the office of the City Clerk of said City; true copies of which said instructions and conditions, specifications and drawings are hereto annexed, by reference thereto incorporated herein and made a part hereof as though fully set forth herein.

Said contractor hereby agrees to furnish and deliver the said propeller-type meters and appurtenances, at and for the following prices, to-wit:

| Item No. | Description, quantity | Amount |
|----------|--|-------------|
| 2-1 | Two 12-inch, tube-mounted propeller-type water meters (Mark R-3) complete with electric transmitters, electrically-actuated indicating, recording, and totalizing instruments and appurtenances for installation in the 12-inch rinse water influent pipe lines, for the lump sum of | \$ 2,650.00 |
| 2-2 | Two 6-inch, tube-mounted propeller-type water meters (Mark B-7) complete with electric transmitters, electrically-actuated indicating, recording, and totalizing instruments and appurtenances for installation in the 6-inch concentrated brine lines, for the lump sum of | \$ 2,110.00 |
| 2-3 | One replacement unit (Mark X-1) for the 12-inch meter furnished under Item 2-1 consisting of a meter tube, a liner and straightening vane assembly, a meterhead assembly, and a transmitter, for the lump sum of | \$ 768.00 |

2-4 One replacement unit (Mark X-2) for the 6-inch meter furnished under Item 2-2 consisting of a meter tube, a liner and straightening vane assembly, a meter-head assembly, and a transmitter, for the lump sum of

\$ 498.00

Total, Schedule 2,

\$ 5,025.00

Said prices do NOT include the California State Sales Tax, and are subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 352855.

Said contractor agrees to deliver said propeller-type meters and appurtenances within 90 days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said propeller-type meters and appurtenances, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor undertaken and agreed upon, and the acceptance of said meters and appurtenances by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of Six thousand twenty-six dollars (\$6,025.00), plus the California State Sales Tax; subject to the said Price Adjustment Clause.

Payment for said propeller-type meters and appurtenances will be made 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 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. 83939 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.

ATTEST:

R. G. EITON

R. W. SPARLING

Contractor.

I hereby approve the form and legality of the foregoing contract this 24th 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 R. W. Sparling for furnishing Venturi Meters, Rate of Flow Controllers, Propeller-Type Meters and Plant Control Equipment for Alvarado Filtration Plant; being Document No. 355677.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. S. Sick Deputy.

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of September, 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 firm of COATES AND HERFURTH, consulting actuaries, of Los Angeles, California, party of the second part, WITNESSETH:

WHEREAS, The City of San Diego and said firm of Coates and Herfurth, consulting actuaries, heretofore on the 26th day of December, 1945, entered into an agreement for an actuarial valuation and report on the present funds of the Police and Fire Department pension funds, which said agreement is on file in the office of the City Clerk of said City as Document No. 358415; and

WHEREAS, said City and said firm of Coates and Herfurth are mutually desirous of amending said agreement of December 26, 1945, 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 agreement of December 26, 1945, is hereby amended in the following respects:

(1) Those paragraphs referred to and designated as paragraphs (b) and (d) are hereby deleted from said agreement, and in lieu thereof a new paragraph designated as paragraph (e) is hereby added, which said paragraph reads as follows:

"(e) Make calculations and prepare and furnish a report in writing on a proposed revised plan for existing members of the new 'Police and Firemen's Retirement System,' as outlined in that certain report by the Fire and Police Departments Pension Fund Committee to the Mayor and City Council of The City of San Diego dated August 21, 1946; and further, to review, suggest and assist in preparing such charter amendments to the Charter of The City of San Diego as are or may become necessary in carrying out said proposed new 'Police and Firemen's Retirement System' plan.

The party of the second part agrees to do and perform the services mentioned above under this paragraph (e) for the sum of One thousand seven hundred fifty dollars (\$1,750.00), or lesser amount; that the fee provided for under this sub-section shall be in lieu of and not in addition to the fees provided for under the hereinbefore mentioned paragraphs (b) and (d), which are deleted hereby."

Except as herein specifically amended, all of the terms and conditions in said agreement of December 26, 1945, shall remain in full force and effect.

IN WITNESS WHEREOF, this amendment to the aforementioned agreement (Document No. 358415, filed in the office of the City Clerk of The City of San Diego on January 3, 1946), is executed by the City Manager for and on behalf of The City of San Diego, pursuant to and under Resolution No. 84135 of the Council authorizing such execution, and the party of the second part has caused this amendment to said agreement to be executed the day and year in this amendment 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 Amendment to Agreement this 24 day of September, 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 Coates and Herfurth for Actuarial Valuation and Report on Police and Fire Department Pension Funds; being Document No. 355604.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. A. Rhodes Deputy

LEASE

THIS AGREEMENT, made and entered into this 27th day of September, 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 and E. B. CULNAN, a co-partnership, of San Diego, California, hereinafter called the "lessee", WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee 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, 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 fifteen (15) years, beginning on the first day of October, 1946, and ending on the 30th day of September, 1961, at the following rentals: Seven Hundred Twenty Dollars (\$720.00) per year, or 5% of the gross receipts, whichever is the greater, payable semi-annually, beginning April 1, 1947, payable at the office of the Lessor during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for storage, commercial stables, horse shows, rodeos and equestrian sports 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. The lessees have made certain improvements upon the land and premises herein described, and it is agreed that in the event the said lease is terminated as set forth in Paragraph 8 herein, that an adjustment shall be made, taking into consideration the cost of the improvements and the length of time the lease has run; it being understood that the improvements are to become the property of The City of San Diego upon the expiration or termination of this lease.

Eleventh. 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 lessees shall make default in the performance of any of the terms, conditions and covenants of this lease by the lessees to be kept, observed or performed, lessees will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

Twelfth. The lessees shall not assign or sublet said premises or any portion thereof, to any person, firm or corporation, without first having received written consent of the lessor.

Thirteenth. Upon the effective date of this lease, the lease heretofore entered into between The City of San Diego and R. E. Hazard, dated January 29, 1945, and on file in the office of the City Clerk of said City, under Document No. 358990, shall be cancelled and terminated and be of no further force or effect, save only that there shall be an adjustment between the City and the lessees of any rentals payable or paid under said lease and an adjustment for value of improvements made on the premises as set forth in Paragraph 10 herein.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 3254, New Series, of the Council, authorizing such execution, and said Lessees have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES, City Manager.

R. E. HAZARD
E. B. CULNAN

co-partners, Lessees.

I HEREBY APPROVE the form and legality of the foregoing Lease, this 29th day of August, 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 R. E. Hazard and E. B. Culnan re Lease of Isolation Hospital property in Pueblo Lot 1100; being Document No. 365707.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Allen Deputy

BOND NO. 31625

KNOW ALL MEN BY THESE PRESENTS, That ROBERT D. MAXWELL CO., a corporation, 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 HUNDRED EIGHTY-SEVEN and no/100 Dollars (\$487.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of September, 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 - 1946 Buick Super 4 door touring sedan,
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:

V. C. GAMBLE, Sec'y-Treas.

(SEAL)

ROBERT D. MAXWELL CO.
T. D. TRUMBO, President
Principal.

FIREMAN'S FUND INDEMNITY COMPANY
By E. T. STARKE, Surety.
Attorney-in-fact

I hereby approve the form of the within Bond, this 25th day of September, 1946.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 27 day of September 1946.

F. A. RHODES City Manager.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss.

On this 25th day of September, 1946, before me, Sarah B. Lasky, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared T. D. Trumbo personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL) My Commission expires 10-23-48 Notary Public in and for the County of San Diego, State of California.

STATE OF CALIFORNIA)
SAN DIEGO County of) ss.

On this 25th day of September, 1946, before me, Sarah B. Lasky, a Notary Public in and for said San Diego County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared E. T. Starke known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of 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 San Diego County of California the day and year in this certificate first above written.

(SEAL) My commission expires 10-23-48 SARAH B. LASKY said 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 25th day of September, 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 ROBERT D. MAXWELL CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 1 - 1946 Buick Super 4 door touring sedan, including radio and underseat heating and ventilating unit, 5 wheels with 4 tires only, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 364071.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

- 1 - Buick sedan\$1974.58

Said price includes the California State Sales Tax.

Said price is subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 364071, on file in the office of said City Clerk, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

Said contractor agrees to deliver said material within 50 to 90 days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

One Thousand Nine Hundred Seventy-four and 58/100 Dollars (\$1974.58), including the California State Sales Tax.

Payment for said automobile will be made in accordance with purchase order and delivery.

Federal Hindrance Clause.

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 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. 84050 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.

ROBERT D. MAXWELL CO.

President

T. D. TRUMBO

Contractor

(SEAL)

ATTEST:

V. C. Gamble, Sec'y-Treas.

I hereby approve the form and legality of the foregoing contract this 26th day of September, 1946.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

Cert No 44

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 \$1974.58.

Dated Sept 6, 1946.

J. McQUILKEN

R. W. GEFTE

Auditor and Comptroller of the City of San Diego, California.

To be paid out of General Fund (Public Works Outlay 37-5100)

Memo Robert D. Maxwell Co. (1-5-Passenger Buick Sedan)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Robert D. Maxwell Company for furnishing one four door Touring Sedan; being Document No. 365714.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. W. Sick Deputy

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC CLAY PRODUCTS, A CORPORATION, AS Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY, A MARYLAND CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED FORTY-SEVEN AND no/100 Dollars (\$747.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of September, 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:

1130 - Type A, Drawing #WD-3226 vitrified clay entrance nozzles

34 - Type B, Drawing #WD-3226 " " " "

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:

KENNETH BARRETTE
Secretary

PACIFIC CLAY PRODUCTS

ROY LACY President,
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety

By D. W. COAKLEY, Its Attorney in Fact

J. F. DuPAUL City Attorney

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 30th day of September 1946

F. A. RHODES

City Manager.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss:

On this 24th day of September in the year one thousand nine hundred and forty-six, before me, AGNES L. WHYTE a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared D. W. COAKLEY, known to me to be the

duly authorized Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said D. W. COAKLEY duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

My Commission Expires Feb. 26, 1949.

AGNES L. WHYTE

Notary Public in and for Los Angeles County, 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 24th day of September, 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 PACIFIC CLAY PRODUCTS, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 1130 - Type A, Drawing #WD-3225 vitrified clay entrance nozzles
- 34 - Type B, Drawing #WD-3226 " " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 364223.

The following Resolution was adopted by the Board of Directors of Pacific Clay Products at its meeting held on July 25, 1946, which Resolution is still in force:

RESOLVED, that Roy Lacy, President, and/or A. T. Wintersgill, Vice-President, and/or G.D. Clark, Jr., and/or Kenneth Barrette, Secretary of Pacific Clay Products, be, and are hereby authorized to sign, jointly or severally, in behalf of said Pacific Clay Products, contracts for furnishing our materials, with municipalities, cities, sanitation districts, and private corporations.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

| | | |
|---------------------------------|---|------------|
| 1130 - Type A, Drawing #WD-3225 | vitrified clay entrance nozzles @ \$2.55 ea | \$2,881.50 |
| 34 - Type B, ditto | 3.07 " | 104.38 |
| | | \$2,985.88 |

Said prices do not include the California State Sales Tax.

Said contractor agrees to begin delivery of said material not later than January 1, 1947, and to complete said delivery on or before the 1st day of February, 1947.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Two Thousand Nine Hundred Eighty-five and 88/100 Dollars (\$2,985.88), exclusive of California State Sales Tax.

Payment for said material will be made in accordance with purchase order and delivery. Federal Hindrance Clause.

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 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. 84081 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
PACIFIC CLAY PRODUCTS
ROY LACY, Pres.
Contractor.

ATTEST:
KENNETH BARRETTE
Secretary

I hereby approve the form and legality of the foregoing contract this 30th day of September, 1945.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney

Cert No. 49

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 \$3,060.53
Dated Sept. 5, 1945

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego, California.

To be paid out of Water Bond Fund 708
Memo Pacific Clay Products (1130 Type A Nozzles & 34 Type B)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Pacific Clay Products for furnishing Clay Entrance Nozzles; being Document No. 365850.

FRED W. SICK
City Clerk of the City of San Diego, California.
By TTT Deputy

KNOW ALL MEN BY THESE PRESENTS, That RENSSELAER VALVE COMPANY, 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 Two thousand two hundred eight Dollars (\$2208.00), lawful money of the United States of America, to be 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 30th 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 and deliver to said City 4 - 30" gate valves and 2 - 15" gate valves; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

RENSSELAER VALVE CO.
H. C. LAWSON
Principal.
AMERICAN SURETY COMPANY OF NEW YORK
Surety.
By A. E. KRULL
Resident Vice-President
By I. TAYLOR
Resident Assistant Secy.

ATTEST:
AUGUST M. WADSTROM

I hereby approve the form of the within Bond, this 30th day of September, 1945.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 30th day of Sept. 1945.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA,) ss.:
COUNTY OF LOS ANGELES)

On this 30th day of August, A.D. 1945, before me, Grace Nicholson, a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A. 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 30th day of September, 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 RENSSELAER VALVE 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:

4 - 30" gate valves; 2 - 16" gate valves; in accordance with the specifications therefor contained in Document No. 363263, on file in the office of the City Clerk of said City; a copy of which said specifications is attached hereto and made a part hereof.

Said contractor agrees to furnish and deliver said gate valves above described at and for the following prices, to-wit:

4 - 30" gate valves, \$1952.35 each
2 - 16" gate valves, 561.17 each

Said prices include the California State Sales and/or Use Tax. Said prices, however, are subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 363263, on file in the office of said City Clerk, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

Said contractor agrees to deliver said valves to said City 30 to 36 weeks from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said valves, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor undertaken and agreed upon, and the acceptance of said valves by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of eight thousand nine hundred thirty-one and 74/100 dollars (\$8,931.74), inclusive of the California State Sales and/or Use Tax, subject to the said Price Adjustment Clause.

Payment for said valves will be made in accordance with purchase order and delivery.

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. 83824 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.
RENSSELAER VALVE CO.
E. R. PARKHURST, Vice-President
Contractor.

ATTEST:
A. C. BOUGHTON
Secretary.

(SEAL)

I hereby approve the form and legality of the foregoing contract this 30th day of Sept. 1946.

J. F. DuPAUL City Attorney.
By B. L. COMPARET
Deputy City Attorney #22

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$8,931.74
Dated August 8, 1946

J. McQUILKEN
by R. W. GERWIG
Auditor and Comptroller of the City of San Diego,
California.

To be paid out of 708 Fund - Water System Extension Bond Fund
Memo 4 - 30" Gate Valves - \$7,809.40 }
2 - 16" Gate Valves - 1,122.34 } Rensselaer Valve Co.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between The City of San Diego and Rensselaer Valve Company for Gate Valves; being Document No. 365851.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS, That CABRILLO LAND COMPANY, a corporation, as Principal and HARTFORD ACCIDENT & INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED SIXTY and no/100 Dollars (\$960.00), lawful money of the United States of America, to be 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, 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, from time to time, as ordered or required by the City:

Paving asphalt 150-200 penetration, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:
ETHEL M. FLANAGAN
Acting Secretary

(SEAL)

ATTEST:
DOROTHY LEWIS

CABRILLO LAND COMPANY
By M. L. NEVITT, V. P.
Principal.
HARTFORD ACCIDENT & INDEMNITY COMPANY
SCRIPPS BLDG., SAN DIEGO 12, CALIFORNIA
Surety.
By M. SHANNON, Attorney In Fact

I hereby approve the form of the within Bond, this 30 day of September, 1946.
J. F. DuPAUL City Attorney.
By EDWARD H. LAW
Deputy City Attorney.

I hereby approve the foregoing bond this 1st day of Oct. 1946.
F. A. RHODES
City Manager.

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 20th day of September, 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 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) Notary Public in and for San Diego County, State of California.
MARSTON BURNHAM
My Commission Expires April 28, 1950.

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, 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 CABRILLO LAND 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: 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. 364576, during the period beginning September 6, 1946 and ending September 5, 1947. Delivery of said paving asphalt shall be made when and as required by The City of San Diego in tank trucks and trailer in minimum amounts of approximately 2000 gallons. The City of San Diego's minimum requirements will be approximately 1000 barrels. 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 \$3.84 per 42-gallon barrel. Said price per barrel does not include 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, 1946 to September 5, 1947, will be approximately 1000 barrels; it being expressly understood and agreed, however, that the City shall be entitled to purchase any amount of said paving asphalt in excess of said total minimum that it may desire.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product when and while, and to the extent that the receiving or using, or manufacturing or making deliveries in the customary manner are prevented or hindered by an act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants or facilities by military authorities, total or partial failure or shortage of transportation or delivery facilities or supplies, or any other cause beyond contractor's reasonable control, whether similar or dissimilar to the foregoing causes.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said Contractor herein undertaken and agreed upon, will make monthly payments for paving asphalt purchased, in accordance with purchase orders and deliveries.

As provided in said specifications, said contractor shall, at the request of the City, spread the material on prepared streets or may be required to spread part of delivery and

place remainder in iron barrels located at 20th and B Streets, or to make total delivery in barrels at 20th and B Streets.

Federal Hindrance Clause.

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 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. 84082 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 CO

By M. L. NEVITT, Vice Pres.

Contractor

ATTEST:

ETHEL M. FLANAGAN

Acting Secretary

I hereby approve the form and legality of the foregoing contract this 30 day of September, 1946.

J. F. DuPAUL

City Attorney.

By EDWARD H. LAW

Deputy City Attorney.

and foregoing

I HEREBY CERTIFY that the above/is a full, true and correct copy of Contract with Cabrillo Land Company for furnishing Paving Asphalt; being Document No. 365900.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. W. Sicken Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. C. SLAUGHTER, 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 Five hundred Dollars (\$500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 20th day of September, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings T-2367 and T-2214, located at Camp Callan, 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:

G. GORDON HURLBURT

JIM C. SLAUGHTER

Principal.

HARTFORD ACCIDENT & INDEMNITY COMPANY

ATTEST: DOROTHY LEWIS

(seal)

By M. SHANNON, Attorney In Fact

M. SHANNON

I hereby approve the form of the within Bond, this 1st day of October, 1946.
J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney
I hereby approve the foregoing bond this 1st day of Oct 1946.
F. A. RHODES
City Manager.

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 20th day of September, 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 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 Commisiiin Expires April 28, 1950.

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 September, 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, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. T-2357 and T-2214, 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 195 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 alein 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 of 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. |
| Carpenter | | \$1.65 per hour |
| Laborer | | 1.15 per hour |
| Foreman to receive not less than \$1.00 above trade classification. | | |

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five 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 a fixed fee profit above cost of \$125.00 for each of said buildings.

That the total estimated cost of said work is \$2000.00

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 1st day of October, 1946.

J. F. DuPAUL City Attorney
By B. L. COMPARET Assistant City Attorney

CERT NO. 64

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$2,000.00
Dated Oct 8, 1946

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego, California.

To be paid out of Camp Callan Acquisition Trust Fund (256)
Memo J. C. Slaughter (To wreck bldgs as set out in Doc No. 365901)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. C. Slaughter for Wrecking and Salvaging materials at Camp Callan Buildings; being Document No. 365901.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. SICK Deputy

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 Two thousand two hundred and fifty Dollars (\$2,250.00), 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 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 16th day of September, 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 labor, equipment, transportation and other expense necessary for constructing Building T-2325 into two 3-bedroom houses and wrecking balance of building; for constructing each of Buildings T-2345, T-2346, T-2347 and T-2348 into three 2-bedroom houses, and wrecking balance of buildings; and for cutting Building T-2350 into sections for one 3-bedroom and two 2-bedroom houses, cross bracing open ends for moving; all of said buildings being located at Camp Callan, 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: J. HAWKINS (SEAL) F. E. YOUNG Principal.
HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety.
ATTEST: DONNA M. REIS By M. SHANNON, Attorney in Fact
M. Shannon

I hereby approve the form of the within Bond, this 1 day of Oct 1946.

J. F. DuPAUL, City Attorney.
By EDWARD H. LAW, Deputy City Attorney.

I hereby approve the foregoing bond this 1st day of Oct 1945.

F. A. RHODES

City Manager.

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO,)

On this 16th day of September, 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 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 28, 1950.

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 16th day of September, 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 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 labor, equipment, transportation and other expense necessary for constructing Building T-2325 into two 3-bedroom houses and wrecking balance of building; for constructing each of Buildings T-2345, T-2346, T-2347 and T-2348 into three 2-bedroom houses, and wrecking balance of buildings; for cutting Building T-2350 into sections for one 3-bedroom and two 2-bedroom houses, cross bracing open ends for moving (no partitions to be installed); all of said buildings being located at Camp Callan, San Diego, California; said work to be done 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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. |
|-----------|---------------------|-------------------------|
| Carpenter | | \$1.55 per hour |
| Laborer | | 1.15 per hour |

Foreman to receive not less than \$1.00 above trade classification.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 35 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 the following sums, to-wit:

For constructing Building T-2325 into two 3-bedroom houses and wrecking balance of building, a sum equal to the actual cost of said work, plus a fixed fee profit above cost of \$200.00;

For constructing Buildings T-2345, T-2346, T-2347 and T-2348 into three 2-bedroom houses, and wrecking balance of buildings, a sum equal to the actual cost of said work, plus a fixed fee profit above cost of \$200.00 for each of said buildings;

For cutting Building T-2350 into sections for one 3-bedroom and two 2-bedroom houses, and cross bracing open ends for moving, a sum equal to the actual cost of said work, plus a fixed fee profit above cost of \$150.00;

The estimated cost of said work is \$9,000.00.

That said payments shall be made as follows: On Saturday of each week, there shall be paid to the contractor a sum equal to the value of said work performed up to said day. Said weekly payments shall be based on the weekly work costs taken from the time cards, and the insurance costs submitted by the contractor. The balance of said contract price shall be paid to said contractor thirty-five (35) days after the completion of the work and the acceptance of the same by the City.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by the 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.
F. E. YOUNG Contractor.

I hereby approve the form and legality of the foregoing contract this 1 day of Oct, 1946.
J. F. DuPAUL City Attorney.
By EDWARD H. LAW Deputy City Attorney.

CERT NO 63

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 \$9,000.00
Dated Oct 8, 1946

J. McQUILKEN
R. W. GEFPE
Auditor and Comptroller of the City of San Diego, California.

To be paid out of Camp Callan Acquisition Trust Fund (256)
Memo F. E. Young (To Wreck Bldgs. as set out in Doc No. 365904)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with F. E. Young for Wrecking and Salvaging materials at Camp Callan Buildings; being Document No. 365904.

FRED W. SICK
City Clerk of The City of San Diego, California.
By F. W. SICK Deputy

UNDERTAKING FOR STREET LIGHTING.
San Diego Lighting District No. 4.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND THREE HUNDRED NINETY-NINE DOLLARS (\$1399.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of September, 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 TWELFTH AVENUE, NATIONAL AVENUE, IMPERIAL AVENUE, SIXTEENTH STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET, AND MARKET STREET, within the limits and as particularly described in Resolution of Intention No. 83172, adopted by the Council on May 14, 1946, 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: (SEAL) SAN DIEGO GAS & ELECTRIC COMPANY
R. C. CAVELL By A. E. HOLLOWAY Vice President
Secretary Principal.
(SEAL) THE CENTURY INDEMNITY COMPANY- Surety.
By 'FRANKLIN T. HALE, Attorney-in-Fact
J. F. DuPAUL City Attorney.
By B. L. COMPARET Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 83993 passed and adopted on the 27th day of August, 1946, require and fix the sum of \$1399.00 as the penal sum of the foregoing Undertaking.
(SEAL) FRED W. SICK
City Clerk of The City of San Diego.

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO,)
ON THIS 12th day of September, 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
(SEAL) Notary Public in and for said County and State.

CONTRACT FOR STREET LIGHTING.
San Diego Lighting District No. 4.
THIS AGREEMENT, made and entered into this 8th day of October, 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 the following streets, in the City of San Diego, California, to-wit:

- TWELFTH AVENUE, between the south line of Russ Boulevard and the north line of Imperial Avenue;
- NATIONAL AVENUE, between the east line of Twelfth Avenue and the northwesterly line of Sixteenth Street;
- IMPERIAL AVENUE, between the northeasterly line of National Avenue and the west line of Thirteenth Street;
- SIXTEENTH STREET, between the south line of C Street and the south line of Sherman's Addition;
- B STREET, between the west line of Twelfth Avenue and a line parallel to and distant 100.00 feet westerly therefrom;
- C STREET, between the west line of Twelfth Avenue and a line parallel to and distant 100.00 feet westerly therefrom;
- BROADWAY, between a line parallel to and distant 100.00 feet westerly from the west line of Twelfth Avenue and the west line of Fourteenth Street;
- BROADWAY, between the east line of Fourteenth Street and the west line of Fifteenth Street;
- BROADWAY, between the east line of Fifteenth Street and the west line of Sixteenth Street;
- E STREET, between a line parallel to and distant 100.00 feet west of the west line of Twelfth Avenue and the west line of Fourteenth Street;
- E STREET, between the east line of Fourteenth Street and the west line of Sixteenth Street;
- F STREET, between a line parallel to and distant 100.00 feet west of the west line of Twelfth Avenue and the west line of Fourteenth Street;
- F STREET, between the east line of Fourteenth Street and the west line of Sixteenth Street; and
- MARKET STREET, between a line parallel to and distant 100.00 feet west of the west line of Twelfth Avenue and the west line of Sixteenth Street.

Such furnishing of electric current shall be for the period of time from and including August 1, 1946, to-wit, to and including July 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 San Diego Lighting District No. 4", filed June 10, 1946 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 Thousand Five Hundred Ninety-four and 64/100 Dollars (\$5,594.64) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 4 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall

likewise be reduced to conform to and be equal with the reduction made.
And it is further mutually agreed that no part or portion of said sum of Five Thousand Five Hundred Ninety-four and 64/100 Dollars (\$5,594.64) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 4 Fund."
And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Five Thousand Five Hundred Ninety-four and

64/100 Dollars (\$5,594.64).
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" and amendments thereto 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.

THE CITY OF SAN DIEGO.
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHAS. C. DAIL
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 October, 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 San Diego Gas and Electric Co. for San Diego Lighting District No. 4; being Document No. 365905.
FRED W. SICK
City Clerk of The City of San Diego, California.
By J. F. DuPAUL Deputy

BOND NO. 125504
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 FIVE HUNDRED FIFTY-NINE and no/100 Dollars (\$3,599.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of September, 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:

14 - Ford 1/2 ton pickup trucks
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: (SEAL)
H. J. SIEGLE
Secretary-Treas.

BAY SHORE MOTORS
By P. E. FRAZIER - Vice Pres.
Principal.

THE TRAVELERS INDEMNITY COMPANY
By W. C. PHILLIPS
Surety.
Attorney-in-Fact.
J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the form of the within Bond, this 2nd day of October, 1946.
F. A. RHODES
City Manager.

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)
On this 23rd day of September, 1946, before me personally came W. C. PHILLIPS to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.
J. H. HARGREAVES
Notary Public in and for the County of Los Angeles, State of California.
(SEAL)
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 23rd day of September, 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:

- 14 - Ford 1/2-ton pickup trucks,
114" wheel base,
Motor 6 cylinder 226 cu. inch displacement
650 x 16 6-ply tires
Color: Ford village green,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 364071.

Said contractor agrees to deliver said pickup trucks at the rate of one or more units per month, depending on the Ford Motor Company's ability to produce commercial cars and trucks, until said 14 pickup trucks are delivered.

Said contractor hereby agrees to furnish and deliver said pickup trucks at and for the following prices, to-wit:

- 14 - Ford 1/2-ton pickup trucks @ \$1016.60 \$14,232.40

Said prices include the California State Sales Tax.

Said City, in consideration of the furnishing and delivery of said pickup trucks 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 Two Hundred Thirty-two and 40/100 Dollars (\$14,232.40), inclusive of California State Sales Tax.

Payment for said pickup trucks will be made in accordance with purchase order and delivery.

Said price is subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 364071 on file in the office of said City Clerk, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

Federal Hindrance Clause.

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 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. 84048 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

(SEAL)

ATTEST:

H. J. SIEGLE
Secretary-Treas.

I hereby approve the form and legality of the foregoing contract this 2nd day of October, 1946.

THE CITY OF SAN DIEGO.
By F. A. RHODES

City Manager.

BAY SHORE MOTORS
By P. E. FRAZIER - Vice-Pres.
Contractor.

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 \$14,232.40
Dated Sept 5, 1945.

J. McQUILKEN
R. W. GEFFE

Auditor and Comptroller of the City of San Diego, California.

To be paid out of General Fund (Public Works 37-5100)
Memo Bay Shore Motors (14 - 1/2 Ton Pickup Trucks)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Bay Shores Motors for furnishing 14 Ford 1/2 ton pickup trucks; being Document No. 355911.

FRED W. SICK
City Clerk of The City of San Diego, California.
By T. J. Allen 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 3d 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 thereof, the party of the first part 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:

ARTICLE I That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided the Contractor hereby covenants and agrees to and with the City, to furnish all materials, all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, install, and complete the Sanitary Trunk Sewer to serve "G" Street Pier and certain tideland areas south of "G" Street Pier and west of Pacific Highway, consisting of vitrified clay pipe sewer of the following approximate lengths, namely 1655 lineal feet of 10" diameter, and 546 lineal feet of 8" diameter, together with approximately 54 lineal feet of laterals ranging in diameter from 4" to 8" diameters, 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 \$25,990.00; TWENTY-SIX THOUSAND NINE HUNDRED NINETY 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: 1:2:4 mix Portland Cement Concrete for pipe casing, foundation and protection, including necessary excavation, at \$25.00; TWENTY-SIX Dollars and No Cents per cubic yard of concrete:

Item 2: 1:3:5 mix Portland Cement Concrete as required, including necessary excavation at \$25.00; TWENTY-FIVE Dollars and No Cents per cubic yard of concrete:

Item 3: Crushed rock base and crushed rock backfill, including necessary excavation, at \$5.00; FIVE Dollars and NO Cents per cubic yard of rock; 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 1st day of June, 1945, marked "Document No. 352418," and endorsed "Contract Documents for Sanitary Trunk Sewer to serve "G" Street pier and certain tideland areas south of "G" Street pier and west of Pacific Highway," said plans consisting of 8 sheets, and said specifications consisting of 31 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 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 | Per Diem Rate |
|--|------------------|
| Bricklayers: | |
| Bricklayer | \$ 14.80 |
| Bricklayer tender any capacity | 11.00 |
| Carpenters: | |
| Carpenter | 12.00 |
| Cement Finishers: | |
| Cement Finisher | 13.00 |
| Electricians: | |
| Journeyman lineman | 13.60 |
| Journeyman wireman | 13.60 |
| Iron Workers: | |
| Reinforcing Iron Worker | 13.00 |
| Laborers: | |
| General or construction, including all laborers not herein separately classified on all types of construction | 8.00 |
| Operators and tenders of pneumatic and electrical tools, vibrating machines, and similar mechanical tools not separately classified herein | 9.60 |
| Underground laborer | 9.00 |
| Miner (hand or machine) | 10.80 |
| Motorman | 10.80 |
| Cribbers or shorers | 10.80 |
| Powderman | 10.80 |
| Chucktender | 9.20 |
| Asphalt raker and ironer | 9.60 |
| Sewer pipe layer (excluding caulker) | 10.40 |
| Caulker (using tools) | 9.40 |
| Tarman and Mortarman | 8.40 |
| Operating Engineers: | |
| Apprentice Engineer, including fireman, oiler, greaser | 9.40 |
| Air Compressor operator | 10.40 |
| Asphalt Plant fireman | 11.40 |
| Asphalt or Crushing plant Engineer | 12.40 |
| Boxman or mixer box operator (concrete or asphalt plant) | 10.40 |
| Concrete mixer operator, paving type or mobile mixer | 13.20 |
| Concrete mixer, skip type | 11.40 |
| Material loader or conveyor operator | 10.40 |
| Motor patrol operator including any type of power blade | 13.40 |
| Pavement breaker operator | 12.00 |
| Pump operator | 10.40 |
| Roller operator | 12.00 |
| Skip loader operator - wheel type | 11.40 |
| Tow blade or grader operator | 11.40 |
| Tractor operator - bulldozer, tamper, scraper or drag type shovel or boom attachment | 12.40 |
| Trenching machine operator | 13.00 |
| Universal equipment operator (shovel, dragline, derrick, derrick-barge, clamshell or crane | 14.00 |
| Truck Drivers: | |
| Drivers of trucks legal payload capacity less than 6 tons | 8.60 |
| Drivers of trucks legal payload capacity between 6 and 10 tons | 8.80 |
| Drivers of trucks legal payload capacity between 10 and 15 tons | 9.20 |
| Drivers of trucks legal payload capacity between 15 and 20 tons | 9.80 |
| Truck greaser and tireman | 9.00 |
| Teamster: | |
| Winch truck drivers 12 1/2 cents per hour additional when operating power winch, A frames or similar attachments | 9.00 |
| Foremen: | |
| Foremen to receive not less than one dollar per day more than Journeymen | |

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$8.00 per diem of 8 hours.

For overtime when the same is permitted by law, one and one-half 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 recent 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 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 Contractor's bid and the signing of this agreement consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached.

1. This Agreement
2. 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 75 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, 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

CARROLL & FOSTER

B. G. CARROLL

(Partner)

Contractor, Party of the Second Part

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

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 CARROLL & FOSTER, a co-partnership, composed of B. G. Carroll & Harry L. 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 bound unto The CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWENTY SIX THOUSAND NINE HUNDRED NINETY AND NO/100 Dollars (\$26,990.00) (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 August, 1946

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 to serve "G" Street pier and certain tideland areas south of "G" Street pier and west of Pacific Highway 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 1st day of June, 1946, marked Document No. 362418, "and endorsed," Contract Documents for Sanitary Trunk Sewer to serve "G" Street pier and certain tideland areas south of "G" Street pier and west of Pacific Highway; true copies of which said 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.

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, and said surety has caused its corporate name and seal to be hereunto affixed by its duly authorized representative, the day and year first hereinabove written.

CARROLL & FOSTER
B. G. CARROLL
(Partner)
Co-partners, doing business as
CARROLL & FOSTER.
Principal.
MARYLAND CASUALTY COMPANY
Surety.

(SEAL)

By F. F. EDELEN
Its Attorney-in-Fact.
J. F. DuPAUL
City Attorney.
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 29th day of August, 1946.

EMIL KLIKA
A. BORTHWICK
R. H. VAN DEMAN
Members of the Harbor Commission
of The City of San Diego.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 28th day of August, 1946, before me, C. T. NEILL, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commssioned 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.

LABOR AND MATERIALMEN'S BOND.

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership, 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 Fourteen thousand nine hundred ninety-five dollars (\$14,995.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds 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 August, 1946.

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 on file in the office of the City Clerk of said City, marked Document No. 352418, and endorsed "Contract Documents for Sanitary Trunk Sewer to serve "G" Street pier and certain tideland areas south of "G" Street pier and west of Pacific Highway, true copies of which contract documents, including said plans and specifications, together with Notice to Contractors, Instruction 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 Fourteen thousand nine hundred ninety-five dollars (\$14,995.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, 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.

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, and said surety has caused its corporate name and seal to be hereunto affixed by its duly authorized representative, the day and year first hereinabove written.

CARROLL & FOSTER
B. G. CARROLL
(Partner)

Co-partners, doing business as
CARROLL & FOSTER.
Principal.

MARYLAND CASUALTY COMPANY
Surety.
By F. F. EDELEN
Its Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 28th day of August, 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.

(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 3rd day of October, 1946.

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 29th day of August 1946.

EMIL KLUICKA

A. BORTHWICK

R. H. VAN DEMAN

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with CARROLL & FOSTER for Sanitary Trunk Sewer to serve "G" Street Pier, etc.; being Document No. 365912.

FRED W. SICK

City Clerk of The City of San Diego, California.

By F. T. Allen Deputy.

A G R E E M E N T

Regarding use of property as a parking lot

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.
CITY OF SAN DIEGO)

Clarence Anderson and R. C. Singleton and Mary Singleton, owners A. W. Coggeshall, lessee, 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 West 186 ft. of the North 115 ft. (except the North 57-1/2 ft.) Block 181 Subdivision Lockling's Subdivision, located at 1263 - 14th Street;

That we desire to operate a parking lot on the above described property and have applied for a variance to the Zoning Ordinance under Application No. 4059, dated August 22, 1946;

That we, in consideration of approval granted by the City of San Diego to use said property as a parking lot by Zoning Committee Resolution No. 1732; dated August 29, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the surface of the property will be oiled immediately; the easement on the north will be kept open at all times for access of the property to the north; two years from the date of the resolution the property will then be vacated as a parking lot or a letter requesting an extension of time will be filed in the Planning Department prior to the expiration 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.

C. E. ANDERSON HELEN M. ANDERSON

Owner's Name

7944 Uni Ave, La Mesa

Address

R. C. SINGLETON - MARY M. SINGLETON

Owner's Name

224 Central, Lemon Grove

Address

A. W. COGGESHALL

On this 3 day of September A.D. Nineteen Hundred and 46, before me, R. H. KIRKPATRICK A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. C. Singleton and Mary M. Singleton 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 La Mesa County of San Diego, State of California, the day and year in this certificate first above written.

R. H. KIRKPATRICK

(SEAL) Notary Public in and for the County of San Diego,
State of California

My Commission Expires Aug. 3, 1948

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 10th day of Sept. 1946, before me, Joseph Zung, a Notary Public in and for said San Diego County, personally appeared A. W. Coggeshall known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

JOSEPH ZUNG

(SEAL) Notary Public in and for said San Diego County and State

My Commission Expires Dec. 30, 1948

RECORDED SEP 12 1946 59 min. past 2 P.M. in Book 2200 at page 463 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
F. LEWIS

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 Clarence Anderson et al relative to Parking Lot at 1263 - 14th. Street; being Document No. 355240.

FRED W. SICK
City Clerk of the City of San Diego, State of California.
By F. W. Sick Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 39 & 40
Block 168 Subdivision Pacific Beach

NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Emerald Street

WATER MAIN HAS BEEN INSTALLED BETWEEN Morrell and Noyes

TOTAL AMOUNT TO BE PAID \$50.00 Fifty and no/100 Dollars. (\$50.00)

NO. OF EQUAL 1 at \$10.00 AMOUNT OF EACH
INSTALLMENTS 8 at 5.00 INSTALLMENT \$

PURSUANT TO PROVISIONS OF ORDINANCE NO. 3063 (New Series) AND ORDINANCE NO. 3173 (New Series) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE INSTALLATION OF PERMANENT WATER MAINS IN CITY STREETS AND ALLEYS AND THE METHOD OF PAYMENT OF SUCH INSTALLATIONS, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED PROPERTY FOR AND IN CONSIDERATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN, HEREBY AGREE TO PAY TO THE CITY OF SAN DIEGO, CALIFORNIA, THE AMOUNT SPECIFIED ABOVE IN EQUAL MONTHLY INSTALLMENTS IN ACCORDANCE WITH THE SCHEDULE OF PAYMENTS ON THE REVERSE SIDE HEREOF, AND THE UNDERSIGNED FURTHER AGREES THAT ANY SALE OF THE PROPERTY HEREIN MENTIONED AND DESCRIBED SHALL TERMINATE THIS AGREEMENT AND ANY UNPAID BALANCE SHALL BECOME DUE AND PAYABLE IMMEDIATELY. FIRST INSTALLMENT DUE AND PAYABLE ON EXECUTION OF THIS AGREEMENT.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

OWNER'S
SIGNATURE Mrs. Jno. McDougall
ADDRESS 2004 Emerald Street
San Diego 9, California

APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney
By EDWARD H. LAW
Deputy City Attorney

DATE _____

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 20th day of September, A.D. Nineteen Hundred and 46 before me AUGUST M. WADSTROM, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. John McDougall known to me to be the person described in and whose name is subscribed to the within strument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my Official Seal, 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.

| DATE DUE | | SCHEDULE OF PAYMENTS | DATE PAID | RECEIPT NUMBER |
|----------|--|----------------------|-----------|----------------|
| 9/20/46 | | \$10.00 | 9/20/46 | 3525 |
| 10/20/46 | | 5.00 | | |
| 11/20/46 | | 5.00 | | |
| 12/20/46 | | 5.00 | | |
| 1/20/47 | | 5.00 | | |
| 2/20/47 | | 5.00 | | |
| 3/20/47 | | 5.00 | | |
| 4/20/47 | | 5.00 | | |
| 5/20/47 | | 5.00 | | |

RECORDED OCT 4 1946 15 min. past 10 A.M. in Book 2246 at page 194 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By R. N. HOWE
V. WEBER

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Mrs. Jno. McDougall; being Document No. 355686.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sick Deputy

SUPPLEMENTAL AGREEMENT No. 1 NOy-13330
BETWEEN

UNITED STATES OF AMERICA

THE CITY OF SAN DIEGO AND SAN DIEGO COUNTY WATER AUTHORITY

THIS SUPPLEMENTAL AGREEMENT No. 1 entered into as of the 23d day of September, 1946, between the UNITED STATES OF AMERICA, hereinafter called the "Government", represented by the Chief of the Bureau of Yards and Docks, Navy Department; 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 the SAN DIEGO COUNTY WATER AUTHORITY, a public corporation, organized and existing under and by virtue of the laws of the State of California, hereinafter called the "Authority", WITNESSETH:

WHEREAS, The Government and the City, under date of October 17, 1945, entered into Contract NOy-13300 (hereinafter called the "Contract") wherein the Government undertook to construct, and the City undertook to lease, operate and maintain, an aqueduct from a connection with the Colorado River Aqueduct of the Metropolitan Water District of Southern California, near the west Portal of the San Jacinto Tunnel in Riverside County, to San Vicente Reservoir in San Diego County, and wherein certain options to purchase said aqueduct are granted to City; and

WHEREAS, there is now pending between the City and the Government a proposal for the amendment of the Contract to provide for the retention of title by The Metropolitan Water District of Southern California to certain connection facilities; and

WHEREAS, as a step in the annexation of the corporate area of the Authority (of which the corporate area of the City is a part) to the Metropolitan Water District of Southern California, as a means of securing a supply of water for the Authority, it is necessary or desirable to transfer the said Contract from the City to the Authority; and

WHEREAS, the legal characteristics of the Authority differ in some particulars from the legal characteristics of the City, and some of the obligations of the City under the said contract cannot be performed physically by the Authority, but the City, as a part of the Authority, will continue to be benefited by the said Contract;

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. Contingent upon the annexation of the Authority to the Metropolitan Water District of Southern California, the said Contract, subject to the following qualifications and amendments, is hereby assigned by the City to the Authority and the Authority hereby accepts and assumes the same and the Government accepts the Authority as Obligor in said Contract in lieu of the City;

Provided that this agreement shall be of no force or effect until and unless:

(a) A majority of the qualified electors of the City voting on the proposition shall authorize the transfer and assignment to the District by the City of its rights and obligations under the Water Delivery Contract between the Government and the City, dated February 15, 1933, relating to the waters of the Colorado River;

(b) A majority of the qualified electors of the City voting on the proposition shall authorize the transfer and assignment to the Authority of the City's rights and obligations under the Contract dated October 17, 1945 (NOy-13300) granting the City a lease of the aqueduct being constructed by the United States Navy from San Jacinto Tunnel to San Vicente Reservoir, except the City's obligation under Article 2(a) of said Contract to construct a water treatment plant and other works as contemplated by the City bond issue approved April 17, 1945, and the obligation under Article 2(c) of said Contract that the City supply all Government agencies within the area with an adequate supply of water at nondiscriminatory rates, and on condition that if the Authority shall cease to be a portion of the corporate area of the Metropolitan Water District of Southern California, the said Lease-Contract shall revert to the City, subject to all modifications, defaults or acts of the Authority, affecting the said Lease-Contract;

(c) A majority of the qualified electors of the Authority voting on the proposition shall authorize the acceptance of the rights and the assumption by the Authority of the obligations transferred to the Authority by the assignment of the Contract dated October 17, 1945 (NOy-13300) in accordance with this agreement;

(d) The corporate area of the Authority shall, prior to December 31, 1946, completely be annexed to and become a portion of the corporate area of The Metropolitan Water District of Southern California; and

Provided further, that the Authority shall be bound by and shall take subject to all modifications, defaults and acts affecting the Contract entered into, suffered or committed by the City before this agreement becomes of force and effect.

2. Article 1, subdivision (b), paragraph iv, subdivisions (1) and (2) are hereby amended to read as follows:

"(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. 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 request 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, and upon payment to the said Government of the full and true cost of said Aqueduct, minus any rentals therefor paid by the said City under the terms and provisions of this Lease Contract, the Government shall convey to said City all of its right, title and interest in and to the said Aqueduct and its appurtenances. 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."

3. Said Contract is hereby amended by adding to Article 1, subdivision (b), paragraph iv, an additional subdivision to be designated "(3)", and to read as follows:

"(3) Upon the completion of payment of rentals by the City or its assignee to the Government in an amount equal to the true cost of the said Aqueduct as defined in Article 3 of this Contract, the Government shall convey to the City, or its assignee, all of its right, title and interest, in and to the said Aqueduct and its appurtenances."

4. The obligations of subdivisions (a) and (c) of Article 2 shall remain with, and be performed by, the City.

5. In addition to the reasons specified heretofore, this supplemental contract shall be void and of no force or effect in the event the corporate area of the Authority shall cease to be a portion of the corporate area of The Metropolitan Water District of Southern California, in which event said Contract shall be revived and reinstated and shall become severally operative with the City as party thereto;

Provided, however, that the City shall receive credit for any and all payments made to the Government while this Agreement is in full force and effect, and that the City shall be bound by and shall succeed subject to all modifications, defaults or acts affecting the Contract theretofore entered into, suffered or committed by the Authority.

6. Except as herein specifically provided, said Contract, as so amended and assigned, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

THE UNITED STATES OF AMERICA,
By R. W. MEADE (CEC) USN
For Chief of the Bureau of Yards and
Docks, Navy Department;

(SEAL)
Attest:
FRED W. SICK
City Clerk

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

(SEAL)
Attest:
ELEANOR LONGFELLOW
Executive Secretary.

SAN DIEGO COUNTY WATER AUTHORITY,
By J. L. BURKHOLDER
General Manager

I HEREBY APPROVE the form and legality of the within Supplemental Agreement this 20 day of September, 1946.

J. F. DuPAUL
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement No. 1 with U.S.A., The City of San Diego, San Diego County Water Authority on Aqueduct (Colorado River Water);- being Document No. 365925.

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

THIS AGREEMENT, Made and entered into in duplicate this 26th day of Sept, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, and C. S. JOHNSON, hereinafter called the concessionaire, WITNESSETH:

WHEREAS, the concessionaire is desirous of placing and maintaining sanitary refuse containers, sometimes called trash cans, upon the public streets of the City, and of leasing advertising space thereon; and

WHEREAS, it seems advisable and for the best interests of the City to grant such concession and privilege, upon the terms and conditions hereinafter stated;

NOW, THEREFORE, In consideration of the payments hereinafter mentioned to be made to The City of San Diego, the promises on the part of the concessionaire to be kept and performed, and for other valuable considerations, the City hereby grants to the concessionaire the concession, right and privilege to place not less than 150 nor more than 200 refuse cans, of what is designated in bid "mute" type with advertising space thereon, upon the public streets and places in The City of San Diego, upon the following terms and subject to the following conditions, all in accordance with plans and specifications submitted with bid, and which are to be embodied in and become a part of this contract.

Maximum number of refuse cans permitted to be placed upon the public streets and places of the City by concessionaire may be increased by written consent of the City Manager so to do, after receipt and approval of application of concessionaire stating desired increase.

Concessionaire will file with the City, when required by the City Manager, and at least every three months, a report showing additions or changes of locations of cans made during the preceding month, and total number of cans installed upon the streets of the City to date of such report.

(1) The location of said cans shall be subject to the designation and approval of the City Manager, and changes of location of all or any of said cans shall be made when ordered by said City Manager.

(2) That the term of this concession, unless terminated by the City Council as hereinafter provided, shall be for a period of five (5) years, commencing November 12th, 1946. This concession and all rights hereunder shall be subject to termination by resolution of the Council of The City of San Diego, and upon sixty (60) days' written notice thereof; and in case of such termination, the City shall not be liable for any damages, costs or expenses suffered or incurred by the concessionaire by reason of any such termination.

(3) That the concessionaire may use said waste receptacles for the purpose of placing advertising matter thereon; provided, however, that no objectionable advertisements shall be placed thereon, and all advertising so placed shall be subject to the approval of the City Manager.

(4) Said concessionaire shall at all times keep and maintain each and all of said receptacles in a good state of repair, and in a neat, clean and sanitary condition, and to the satisfaction of the City Manager.

No garbage or market refuse shall be permitted to be deposited in any of said receptacles, but the same shall be used only for the deposit of rubbish or waste matter. The terms "garbage", "market refuse", and "waste matter" shall include the substances included in the definitions of said terms as set forth in the ordinances of the City relating to the collection, disposition and handling of garbage, market refuse and waste matter.

(5) The concessionaire, in consideration of the right to place and maintain said trash cans as herein granted, shall pay to The City of San Diego the sum of seventy-five cents (75¢) per month for each and every can maintained under this concession, with minimum payment of \$112.50 per month. Payments shall be made to the City on or before the fifth day of each month for moneys due for the previous month.

(6) The concessionaire shall furnish and maintain during the life of this concession a good and sufficient bond executed by an approved surety company, in the sum of One Thousand Dollars (\$1000.00) to be conditioned upon the faithful performance by the concessionaire of the terms of this concession. The approval and filing of such surety bond shall be a condition precedent to the effectiveness of this concession.

Concessionaire shall file an insurance policy in the amount of Five Thousand Dollars (\$5000.00) insuring to The City of San Diego, indemnifying said City against any loss, damage or liability suffered by said City by reason of the existence of said refuse cans upon public streets. He shall also carry in a responsible insurance company, compensation insurance sufficient to cover all employees employed by him, and furnish the City with certificate of the insurance company issuing said policy.

(7) That the concessionaire will, at such time as the City Manager may direct, empty and remove the trash from said cans, without expense to the City.

(8) That neither this concession nor any interest therein shall be assigned, transferred or underlet to any person, firm or corporation whatsoever, without the written consent of the City Manager; provided, however, that nothing in this paragraph contained shall be construed as restricting or prohibiting the right of second party to grant to other persons, firms or corporations the right and privilege of placing advertising matter on the advertising space on said cans, which right is hereby specifically reserved to the concessionaire, subject, however, to the other provisions of this agreement regarding advertising, as the same are expressed in Paragraph 3 of this agreement.

(9) That the concessionaire shall promptly, and in any event within not more than ninety (90) days from the execution of this concession and the approval of the bond hereinabove required, place at such locations as may be approved by the Manager, the minimum number of trash cans hereinabove provided.

IN WITNESS WHEREOF, The City of San Diego has caused its name to be hereunto affixed by the City Manager and attested by the City Clerk, thereunto duly authorized by Resolution No. 84190, and the concessionaire has hereunto affixed his signature, the day and year in this Agreement first above written.

(SEAL)
ATTEST:

FRED W. SICK
City Clerk

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

C. S. JOHNSON
Concessionaire

I HEREBY APPROVE the form and legality of the foregoing Agreement, this 4th day of October, 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 C. S. Johnson for Placing Trash Cans on the streets; being Document No. 355957.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sick Deputy

CONTRACT

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of October, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation acting by and through the City Manager of said City, first party, and H. THOMAS CAIN, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 3197 (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 herein-after recited, the parties hereto agree together as follows:

That beginning October 1st, 1946, second party will faithfully perform the services and duties of Curator (Archaeology) in the San Diego Museum, as the same are hereinabove described, at the rate of One Hundred Eighty Dollars (\$180.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: One Hundred Eighty Dollars (\$180.00) 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 October, 1946, and shall remain in effect to and including the 30th day of June, 1947.

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

H. THOMAS CAIN
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 4th day of October, 1946.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with H. Thomas Cain, Curator (Archaeology) of San Diego Museum; being Document No. 355025.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sick Deputy

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That FRANKS DREDGING COMPANY, a Joint Venture consisting of Fred C. Franks, John C. Franks and Guy F. Atkinson Company, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of One hundred thirty-three thousand six hundred forty-nine (\$133,649.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly

and severally, firmly by these presents.

Signed by us and dated this 30th day of September, 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 dredging and filling in Mission Bay, in the City of San Diego, County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 5th day of August, 1946, marked Document No. 354263, 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 this 30th day of September, 1946.

Witness:

M. W. CHATTEN

FRANKS DREDGING COMPANY

By JOHN C. FRANKS, Partner
Countersigned by Donald C. Burnham,
Agent, Oct. 8, 1946, San Diego, Cal.
Principal

ATTEST:

G. KEHLENBECK
Attesting Agent

(SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety
By ROBERT WHYTE
Attorney In Fact

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I hereby approve the form of the within Bond this 8th day of October, 1946.

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 8th day of October, 1946.

(SEAL)

ATTEST:

FRED W. SICK
City Clerk

HARLEY E. KNOX
ERNEST J. BOUD
CHAS. C. DAIL
WALTER W. AUSTIN
E. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
Members of the Council

STATE OF CALIFORNIA } ss.
CITY AND COUNTY OF SAN FRANCISCO }

On this 30th day of September, A.D. 1946, before me, JETTRUDE R. WILSON, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared ROBERT WHYTE, Attorney-in-Fact, and G. KEHLENBECK, Agent, of the Fidelity and Deposit Company of Maryland, a corporation, 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, and also known to me to be the persons whose names are subscribed to the within instrument as the Attorney-in-Fact and Agent respectively of said corporation, and they, and each of them, acknowledged to me that they subscribed the name of said Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco the day and year first above written.

(SEAL)

JETTRUDE R. WILSON
Notary Public in and for the City and County of
San Francisco, State of California.

My Commission Expires August 27, 1947.

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That FRANKS DREDGING COMPANY, a Joint Venture, consisting of Fred C. Franks, John C. Franks and Guy F. Atkinson Company, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, State of California, in the sum of Sixty-six thousand eight hundred twenty-five Dollars (\$66,285.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of September, 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 dredging and filling in Mission Bay, in the City of San Diego, County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 5th day of August, 1946, marked Document No. 354263, 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 Sixty-six thousand eight hundred twenty-five Dollars (\$66,285.00), 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 this 30th day of September, 1946.

WITNESS:

M. W. CHATTEN

ATTEST: (SEAL)

G. KEHLENBECK
Attesting Agent

FRANKS DREDGING COMPANY
Principal

By JOHN C. FRANKS, Partner

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

By ROBERT WHYTE
Attorney In Fact

Countersigned by Donald C. Burnham, Agent,
San Diego, Cal., Oct. 8, 1946.

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) ss:
On this 30th day of September, A.D. 1946 before me, JETTRUDE R. WILSON, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared ROBERT WHYTE, Attorney-in-Fact, and G. KEHLENBECK, Agent, of the Fidelity and Deposit Company of Maryland, a corporation, 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, and also known to me to be the persons whose names are subscribed to the within instrument as the Attorney-in-Fact and Agent respectively of said corporation, and they, and each of them, acknowledged to me that they subscribed the name of said Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco the day and year first above written.

(SEAL) JETTRUDE R. WILSON
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires August 27, 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 8th day of October, 1946.

J. F. DuPAUL
City Attorney of the City of San Diego

By B. L. COMPARET

Approved by a majority of the members of the Council of The City of San Diego this 8th day of October 1946.

ATTEST:

FRED W. SICK (SEAL)
City Clerk

HARLEY E. KNOX
ERNEST J. BOUD
CHAS. C. DAIL
WALTER W. AUSTIN
E. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
Members of the Council

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 30th day of September, 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 Franks Dredging Company, a Joint Venture, consisting of Fred C. Franks, John C. Franks and Guy F. Atkinson Company, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the dredging and filling in Mission Bay in the City of San Diego, California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said City on the 5th day of August, 1946, marked Document No. 354253, 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 subcontractor:

| CLASSIFICATION | RATE PER DIEM | |
|---------------------------------|---------------|-------|
| | 8-Hour Day | |
| Leverman | \$ | 15.20 |
| Asst. Engineer (Operator) | | 13.20 |
| Welder | | 13.20 |
| Oiler | | 10.40 |
| Deck Mate | | 12.00 |
| Levee Foreman | | 12.00 |
| Levee Man | | 10.40 |
| Deck Hand | | 10.40 |
| Cat Operator | | 13.60 |

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 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 compen-

sation 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 by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL)
ATTEST:
FRED W. SICK
City Clerk

WITNESS:
M. W. CHATTEN

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
ERNEST J. BOUD
CHAS. C. DAIL
WALTER W. AUSTIN
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
Members of the Council

FRANKS DREDGING COMPANY
By JOHN C. FRANKS, Partner
Contractor

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

I hereby approve the form and legality of the foregoing contract, this 1 day of Oct., 1946..

J. F. DuPAUL
City Attorney of The City of San Diego
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 Franks Dredging Company for Dredging and Filling in Mission Bay from Jersey Court to San Jose Place; being Document No. 355078.

FRED W. SICK
City Clerk of the City of San Diego, California
By M. W. Chatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC UNION MARBELITE CO., a corporation, as Principal and NATIONAL SURETY CORPORATION a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE thousand three hundred thirteen and no/100 Dollars (\$1,313.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of October, 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:

- 43 - Union Metal Design 5213-Y172 standards complete and
 - 43 - General Electric Form 79D Novalux luminaires,
- 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. DALE GOTTFREDSON
Assistant Secretary

(SEAL)
PACIFIC UNION MARBELITE CO.
By R. G. VANDEN BOOM, President
Principal.

(SEAL)
NATIONAL SURETY CORPORATION
Surety

By MYRON C. HIGBY
Its Attorney-in-fact

I hereby approve the form of the within Bond, this 7th day of October, 1946. J. F. DuPAUL Bond #917199
City Attorney

By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 8th day of October 1946. F. A. RHODES
City Manager.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) ss.

On this 3rd day of October 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, 1950.

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 October, 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 PACIFIC UNION MARBELITE 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:

- 43 - Union Metal Design 5213-Y172 standards complete with
- 43 - General Electric Form 79D Novalux luminaires with natural aluminum finish hood, catalog No. A4G144, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 354875.

Said contractor agrees to make delivery from Los Angeles stock immediately from and after the date of execution of this contract.

Said contractor hereby agrees to furnish and deliver the said standards and luminaires at and for the following prices, to-wit:

| | | |
|----------------------------------|---------------|-------------------|
| 43 - Union Metal standards | @ \$102.54 ea | \$4,409.22 |
| 43 - General Electric luminaires | @ \$ 19.53 ea | 839.79 |
| | | <u>\$5,249.01</u> |

Said prices do not include the California State Sales Tax.

Said prices are subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 354875 on file in the office of said City Clerk, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

Said City, in consideration of the furnishing and delivery of said standards and luminaires 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 Five Thousand Two Hundred Forty-nine and 01/100 Dollars (\$5,249.01), exclusive of California State Sales Tax.

Payment for said material will be made in accordance with purchase order and delivery. Federal Hindrance Clause.

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. 84165 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be 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

PACIFIC UNION MARBELITE CO.

By R. G. VANDEN BOOM President

Contractor

By W. DALE GOTTFREDSON

Assistant Secretary

I hereby approve the form and legality of the foregoing contract this 7th day of October, 1946.

J. F. DuPAUL

City Attorney

By B. L. COMPARET

Deputy City Attorney.

#56

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San

Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$5,380.23

Dated Sept. 18, 1946.

J. McQUILKEN

R. W. GEFFE

Auditor and Comptroller of the City of San Diego,
California.

To be paid out of Capital Outlay Fund 245 - Ord. 3249
Memo Pacific Union Marbelite Co. - 43 Lighting Standards

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Pacific Union Marbelite Co. for furnishing 43 Union Metal Standards and 43 Novalux luminaires; being Document No. 356108.

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

THIS AGREEMENT, Made and entered into this 9 day of October, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part; and FRANKS DREDGING COMPANY a Joint Venture of the City of San Francisco, State of California, composed of FRED C. FRANKS, JOHN C. FRANKS, and the GUY F. ATKINSON COMPANY, a corporation, party of the second part, WITNESSETH:

THAT WHEREAS, The City of San Diego has advertised for bids for the dredging of a portion of Mission Bay; and

WHEREAS, the said Franks Dredging Company, being the lowest bidder for said work, has been awarded the contract for dredging a portion of Mission Bay; and

WHEREAS, in order to get the dredger, belonging to the party of the second part from the ocean into said Mission Bay, it will be necessary to remove a span of Mission Bay bridge; NOW, THEREFORE,

IT IS MUTUALLY AGREED, for and in consideration of the letting of said contract to the party of the second part, said party of the second part hereby agrees as a part of the work to be done, to remove the middle span of said bridge in order to permit the dredger to pass into Mission Bay; and

IT IS FURTHER AGREED that after the said dredger is within the Bay, to replace said span of the Mission Bay bridge in substantially the same condition as it was before its removal; said removal and replacement of said span to be made by said party of the second part without cost to The City of San Diego; and said party of the second part agrees to take precaution to prevent any accident or injury to any person or persons and agrees to furnish the said City a policy of insurance with a company satisfactory to the City, insuring the City against public liability and property damage in such sum as the Manager of The City of San Diego shall feel necessary to protect the interests of the City;

IT IS FURTHER UNDERSTOOD AND AGREED that said work will begin not later than 8:00 A.M., October 9, 1946, and be completed on or before midnight, October 14, 1946; PROVIDED, however, that if for any reason beyond the control of the second party said work cannot be completed by October 14, 1946, the City Manager may grant such extensions of time as are necessary to complete the work to the satisfaction of the City.

IT IS UNDERSTOOD AND AGREED that time shall be of the essence of this contract.

IN WITNESS WHEREOF, this Agreement is executed on behalf of The City of San Diego by the City Manager, pursuant to the authority so to do contained in resolution of the City Council, and the party of the second part has caused this agreement to be executed by one of its partners, acting for the venture on the day and year first above mentioned.

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager.

FRANKS DREDGING COMPANY,

By JOHN C. FRANKS

Partner.

I hereby approve the form and legality of the foregoing Agreement this 9th day of October, 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 Franks Dredging Company relative to moving dredger through the Mission Bay bridge; being Document No. 356124.

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. C. SLAUGHTER, 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 Three hundred seventy-five Dollars (\$375.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds '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 7th day of October, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Camp Callan Warehouse No. 530, Building No. T-127, Shed No. T-113, and 2 Scaling Towers (no number), all located at Camp Callan, 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:
G. GORDON HURLBURT

JIM C. SLAUGHTER
Principal.
HARTFORD ACCIDENT & INDEMNITY COMPANY
Surety.
By M. SHANNON Attorney In Fact

ATTEST: (SEAL)
RUTH J. COOPER

I hereby approve the form of the within Bond, this 9th day of October, 1946.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 11th day of Oct 1946.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 7th day of October, 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 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 29, 1950.

MARSTON BURNHAM
Notary Public in and for San Diego County, State of California.

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 7th day of October, 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, 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 other expense necessary for the wrecking for salvage of materials Buildings Nos. 530 (Camp Callan Warehouse), T-127, T-113 (Shed), and two (2) scaling towers (no number) 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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 | \$ 1.65 per hour |
| Laborer | 1.15 per hour |

Foreman to receive not less than \$1.00 above trade classification.
For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five 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 the following fixed fee profits above cost for each of the following buildings: Camp Callan Warehouse No. 530, \$75.00; No. T-127, \$50.00; Shed No. T-113, \$25.00; and 2 Scaling Towers (no number), \$25.00 each.

That the estimated cost of said work is \$1500.00.

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 9th day of October, 1946.
J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

CERT NO 66

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contractor or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$1,500.00
Dated Oct. 17, 1946

J. McQUILKEN
R. W. GEFFE
Auditor and Comptroller of the City of San Diego,
California.

To be paid out of Camp Callan Acquisition Trust Fund
Memo J. C. Slaughter (To wreck bldgs. as set out in Doc No. 366183)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. C. Slaughter for Wrecking and Salvaging materials at Camp Callan; being Document No. 366183.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. SICK Deputy

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 14th day of Oct, 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 "lessor", acting by and through the City Manager of said City, and ALLEN B. WALCHEL, P. O. Box 285, Escondido, 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:

Beginning at the intersection of the northerly line of the M. Barnett Tract of the Rancho San Bernardo, in said County of San Diego, according to the Map thereof in Book 2, page 462 of Patents, filed in the office of the County Recorder of said County of San Diego, with the center line of the County Road known as County Highway Mission Road No. 1-A; thence South 6° 42' East along the center line of Mission Road No. 1-A, a distance of 808.73 feet; thence leaving the center line of Mission Road No. 1-A and running South 74° 05' East 473.85 feet; thence North 05° 55' East, a distance of 425.20 feet; thence North 84° 05' West 80.00 feet; thence North 5° 55' East a distance of 364 feet to a point on the north line of said M. Barnett Tract; thence North 84° 05' West along the north line of said M. Barnett

Tract a distance of 571.5 feet to the point of beginning; excepting all public highways, and subject to all liens and encumbrances whatsoever; containing 8 acres of land, more or less;

For a term of five (5) years, beginning on the 1st day of November, 1946, and ending on the 31st day of October, 1951, at the following rentals: Fifty Dollars (\$50.00) per year payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing and/or agricultural purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City.

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 by and through the City Manager of said City, under and pursuant to Resolution No. 84229 of the resolutions 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

Mr. Allen B. Walchel
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 14th day of October, 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 Allen B. Walchel for Portion of Rancho San Bernardo for agricultural purposes; being Document No. 366246.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. A. Rhodes 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 SEVEN THOUSAND FIVE HUNDRED ONE and no/100 Dollars (\$7,501.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of September, 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:

- 3 - 3/4 ton pickup trucks
- 1 - 1 ton express truck
- 1 - 1-1/2 ton chassis and cab
- 11 - 2-1/2-3-ton chassis and cabs

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: (SEAL)
B. P. SMITH
Treas.

J. R. TOWNSEND COMPANY, INC.
J. R. TOWNSEND
Principal.
GREAT AMERICAN INDEMNITY COMPANY
Surety.

(SEAL)
By L. DOSTER
By E. K. JAMES
Attorneys-in-fact
J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.
F. A. RHODES
City Manager.

I hereby approve the form of the within Bond, this 4th day of October, 1946.

I hereby approve the foregoing bond this 7th day of Oct. 1946.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 30th day of September 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 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 the day and year in this certificate first above written.

(SEAL) R. L. PAINE
Notary Public in and for the County of San Diego,
State of California.
My Commission will Expire 1-12-50

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 30th day of September, 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 COMPANY, 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:

- Bid Item
- 5. 3 - 3/4 ton Studebaker pickup trucks, M15A-20
 - 6. 1 - 1-ton Studebaker express truck, M15A-20
 - 7. 1 - 1-1/2 ton Studebaker chassis and cab, M16-28
 - 9. 11 - 2-1/2-3-ton Studebaker chassis and cabs, M16-52 with two speed rear axle, vacuum booster brake, true stop emergency, heavy duty springs, front shock absorbers (alternate on Item No. 3 in specifications filed in the office of the City Clerk under Document No. 354071).

Said contractor agrees to make delivery on Bid Item Nos. 5, 6 and 7 within 60 days from and after the date of the execution of this contract, and to make delivery on Bid Item 9 at the rate of three to five trucks per month, starting in September, 1946, until said eleven trucks are completely delivered.

Said contractor hereby agrees to furnish and deliver the automotive equipment above described at and for the following prices, to-wit:

| | | |
|------------------|----------------|--------------------|
| Bid Item 5 | @ \$1495.00 ea | \$ 4,485.00 |
| Bid Item 6 | @ \$1495.00 | 1,495.00 |
| Bid Item 7 | @ \$1642.50 | 1,642.50 |
| Bid Item 9 | @ \$2034.35 ea | 22,377.85 |
| | | <u>\$30,000.35</u> |

Said Prices do not include the California State Sales Tax.

Said City, in consideration of the furnishing and delivery of said automotive 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 material by said City, will pay said Contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Thirty Thousand and 35/100 dollars (\$30,000.35), exclusive of the California State Sales Tax.

Payment for said automotive equipment will be made in accordance with purchase order and delivery.

Federal Hindrance Clause.

Said prices are subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 354071 on file in the office of said City Clerk, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

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 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. 84047 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 COMPANY, INC.

J. R. TOWNSEND

Contractor.

(SEAL)

ATTEST:

B. P. SMITH

I hereby approve the form and legality of the foregoing contract this 4th day of October, 1946.

J. F. DuPAUL

City Attorney

By B. L. COMPARET

Deputy City Attorney.

Cert. No. 46

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 \$ 4,597.13

Dated Sept 6, 1946.

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego, California.

To be paid out of General Fund (Public Works Outlay 37-5100):

Memo J.R. Townsend Co. (3-3/4 Ton Pickup Trucks)

Cert No. 47

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 with 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 \$1,532.38

Dated Sept 6, 1946.

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego, California.

To be paid out of General Fund (Public Works Outlay 37-5100)

Memo J.R. Townsend Co. (1-1 Ton Express Truck)

Cert No. 48

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 \$ 1,683.56

Dated Sept 6, 1946.

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego, California.

To be paid out of General Fund Outlay (Public Works Outlay 37-5100)

Memo J.R. Townsend Co. (1-1-1/2 Ton Chassis & Cab)

Cert No. 45

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 \$ 22,937.30

Dated Sept 6, 1946.

J. McQUILKEN

R. W. GEFPE

Auditor and Comptroller of the City of San Diego, California.

To be paid out of General Fund (Public Works Outlay 37-5100)

Memo J.R. Townsend Co (11-2-1/2-3 Ton Chassis & Cabs)

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 16 pieces of Automotive Equipment; being Document No. 356069.

FRED W. SICK

City Clerk of the City of San Diego, California.

By W. Allen 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 and no/100 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 7th day of October, 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 and amendments thereto 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.

(SEAL)

ATTEST:

R. C. CAVELL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY

By A. B. HOLLOWAY
Vice President in Charge of Sales
Principal.

THE CENTURY INDEMNITY COMPANY

By FRANKLIN T. HALE
Attorney-in-Fact
Surety.

I hereby approve the form of the foregoing Undertaking this 14th day of October, 1946.

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. 84124 passed and adopted on the 17th day of September, 1946, require and fix the sum of \$327.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK

City Clerk of the City of San Diego, California.

By AUGUST M. WADSTROM Deputy

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 7th day of October, 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

(SEAL)

Notary Public in and for said County and State.

CONTRACT FOR STREET LIGHTING.

University Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 15th day of October, 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 herein-after mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:
Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of 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 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, 1946, to-wit: to and including August 6, 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 University Avenue Lighting District No. 1", filed June 17, 1946 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 and no/100 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 and no/100 Dollars (\$1,308.00) 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 amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Three Hundred Eight and no/100 Dollars (\$1,308.00).

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" and amendments thereto, 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. B. HOLLOWAY
Vice President in Charge of Sales

(SEAL)
ATTEST:
FRED W. SICK
City Clerk.

THE CITY OF SAN DIEGO.
By G. C. CRARY
CHARLES B. WINCOTE
ERNEST J. BOUD
CHAS. C. DAIL
WALTER W. AUSTIN
Members of the Council.

By AUGUST M. WADSTROM
Deputy

I hereby approve the form of the foregoing Contract, this 14th day of October, 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 San Diego Gas & Electric Company for University Avenue Lighting District No. 1; being Document No. 356264.

FRED W. SICK
City Clerk of the City of San Diego, California.
By J. F. DuPaul 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 SEVENTEEN and no/100 DOLLARS (\$717.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of October, 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" and amendments thereto 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.

(SEAL)
ATTEST:
R. C. CAVELL

SAN DIEGO GAS & ELECTRIC COMPANY
By A. B. HOLLOWAY
VICE PRESIDENT in Charge of Sales
Principal.
THE CENTURY INDEMNITY COMPANY
By FRANKLIN T. HALE
Attorney-in-Fact
Surety.

I hereby approve the form of the foregoing Undertaking this 14th day of October, 1946.
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. 84125 passed and adopted on the 17th day of September, 1946, require and fix the sum of \$717.00 as the penal sum of the foregoing Undertaking.

(SEAL)
FRED W. SICK
City Clerk of The City of San Diego.
By AUGUST M. WADSTROM
Deputy

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 7th day of October, 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.

CONTRACT FOR STREET LIGHTING.

University Avenue Lighting District No. 3

THIS AGREEMENT, made and entered into this 15th day of October, 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 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, 1946, to-wit, to and including August 6, 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 University Avenue Lighting District No. 3", filed June 24, 1946 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 Sixty-seven and 40/100 Dollars (\$2,867.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 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 Sixty-seven and 40/100 Dollars (\$2,867.40) 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 amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Thousand Eight Hundred Sixty-seven and 40/100 Dollars (\$2,867.40).

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" and amendments thereto, 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)

SAN DIEGO GAS & ELECTRIC COMPANY
By A. B. HOLLOWAY
Vice President in Charge of Sales

ATTEST:

R. C. CAVELL
Secretary

THE CITY OF SAN DIEGO.
By G. C. CRARY
CHARLES B. WINCOTE
ERNEST J. BOUD
CHAS. C. DAIL
WALTER W. AUSTIN
Members of the Council.

ATTEST:

FRED W. SICK
City Clerk.
By AUGUST M. WADSTROM
Deputy.

I hereby approve the form of the foregoing Contract, this 14th day of October, 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 San Diego Gas & Electric Company for University Avenue Lighting District No. 3; being Document No. 355265.

FRED W. SICK
City Clerk of the City of San Diego, California.
By W. 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 and no/100 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 7th day of October, 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" and amendments thereto, 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. 83454, adopted by the Council of said City June 18, 1946, 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. B. HOLLOWAY
Vice President in Charge of Sales
Principal.
THE CENTURY INDEMNITY COMPANY
By FRANKLIN T. HALE
Attorney-in-Fact
Surety.

I hereby approve the form of the foregoing Undertaking this 14th day of October, 1946.

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. 84123 passed and adopted on the 17th day of September, 1946, require and fix the sum of \$245.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.
By AUGUST M. WADSTROM
Deputy.

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 7th day of October, 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.

CONTRACT FOR STREET LIGHTING.
Ocean Beach Lighting District No. 1

THIS AGREEMENT, made and entered into this 15th day of October, 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 herein after mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit:

The furnishing of electric current for the lighting of 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, 1946, to-wit, to and including August 13, 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 Ocean Beach Lighting District No. 1", filed July 1, 1946 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 50/100 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 50/100 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 amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Nine Hundred Seventy-eight and 50/100 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" and amendments thereto, 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

(seal)

ATTEST:

FRED W. SICK
City Clerk.
By AUGUST M. WADSTROM
Deputy

I hereby approve the form of the foregoing contract, this 14th day of October, 1946.

SAN DIEGO GAS & ELECTRIC COMPANY
By A. B. HOLLOWAY
Vice President in Charge of Sales

THE CITY OF SAN DIEGO.
By G. C. CRARY
CHARLES B. WINCOTE
ERNEST J. BOUD
CHAS. C. DAIL
WALTER W. AUSTIN
Members of the Council.

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 San Diego Gas & Electric Company for Ocean Beach Lighting District No. 1;

being Document No. 356265.

FRED W. SICK
City Clerk of The City of San Diego, California.
By 777 Allen Deputy

L E A S E

THIS AGREEMENT, made this 28th day of August, 1946, between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City," and THE BOARD OF EDUCATION OF THE SAN DIEGO UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "Board of Education," WITNESSETH:

THAT WHEREAS, the City is the owner of BALBOA STADIUM (hereinafter referred to as "said Stadium"); which said stadium the Board of Education desires to lease for certain school activities; NOW, THEREFORE,

I.

TERM. The City does hereby lease said stadium to the Board of Education for a period of one year, beginning on the 1st day of September, 1946, upon the terms and conditions hereinafter set forth.

II.

RENT. The Board of Education shall pay to the City, as the rent due hereunder, at the office of the City Treasurer, the following sums: (1) \$3,600.00, payable in ten equal installments on the last days of September, October, November and December, 1946, and January, February, March, April, May and June, 1947, respectively; (2) the further sum of \$31.50 for each evening that said stadium is used by the Board of Education for any purposes; and the further sum of \$100.00 for each day or evening in excess of six (6) in which said stadium is used by the Board of Education for any purpose other than a game, track meet or field meet, in which San Diego High School is officially a participant. Said sums of \$100.00 and/or \$31.50 shall be paid to the City at the same time as the regular installment of rent next following the day on which such game, track meet or field meet is held. At the expiration or termination of this lease for any reason or in any manner, any sum at that time owing and unpaid from the Board of Education to the City shall be paid immediately.

III.

OCCUPATION, USE AND CONTROL. The City reserves the right to the use and occupation of said stadium by itself and/or its other lessees and/or permittees, at any times except those as to which the Board of Education is given priority hereunder. For the purposes of a civic celebration, and upon two weeks' notice to the Board of Education, the City shall have priority of right to the use of said stadium over any use whatsoever by the Board of Education.

PRIORITY. The relative order of priority of right to the use of said stadium shall be as follows:

(1) Not later than the first day of September, 1946, the Board of Education shall file with the City Manager of the City a written schedule of football games to be held in said stadium during the following school year, showing the date of each such game, and whether it will be held in the afternoon or evening; all such football games in which San Diego High School is officially a participant, and not more than six (6) football games in which San Diego High School is not a participant (but at least one of the participants is a school under the jurisdiction of said Board of Education), shall have priority over any use of said stadium by any other lessee and/or permittee of the City during the months of September, October, November and December; but not more than one football game shall be scheduled to be held on the same day.

(2) All baseball games, track meets and/or field meets in which San Diego High School is officially a participant, between the dates of February first and May 20th, shall have priority over any use of said stadium by any other lessee and/or permittee of the City; provided, however, that the City Manager of the City shall be notified in writing at least two weeks in advance of each date (specifying whether afternoon or evening, but not both) for which the Board of Education will exercise said right of priority.

(3) All races, games, carnivals or circuses, meetings, or other events of any kind or nature, held by the City, or by any person, firm, corporation or organization to whom the City shall give any lease, permit or license so to do, shall have priority of right to the use of said stadium next after the events specified hereinabove under (1) and (2).

(4) At all times when said stadium is not in use for one of the purposes specified under (3) hereinabove, the Board of Education may use said stadium for any purpose permitted by this lease, provided that such use shall not interfere with, or cause the condition of any part of said stadium to become less fit for, any of the uses specified under (3) hereinabove.

PERMISSIBLE USES: The Board of Education may use said stadium for all athletic games and/or field meets and/or track meets in which any public school under the jurisdiction of said Board of Education is officially a participant (subject, however, to the order of priority hereinabove specified); baseball, track and field teams and players from San Diego High School only may use the track and field in said stadium for practice, between February first and May 20, 1947; football teams shall not use the field in said stadium for practice, excepting only that the Varsity team of San Diego High School may use said field for a "warm-up" drill on the day preceding a scheduled game, in the event that the Junior Varsity team of San Diego High School is using said High School's other football field at that time; R.O.T.C. classes and drills may be held in said stadium during school hours, but shall be confined to the areas north and south of the football field, except as follows: the entire field may be used, when the professor of Military Science and Tactics deems it necessary, but only on Tuesdays, Wednesdays and Thursdays; other days only for competitive drills and inspections. All school classes, drills, practice or other activities in said stadium shall be under the personal supervision and control of one or more instructors under the jurisdiction of said Board of Education; at all times when such instructors are not present and in control, the Board of Education shall rule that said stadium is "out of bounds" to students; when such supervised school activities are ended for the day, the instructor last using said stadium shall close and lock all open or unlocked gates thereto. At all games, competitions or other events held by said Board of Education at night, the lighting system of said stadium shall be operated by an electrician in the employ of the City.

IV.

LIABILITY. The Board of Education, so far as it may lawfully do so, shall hold the City harmless from any and all liability for injury to person and/or damage to property arising directly or indirectly out of the act or neglect of any employee or officer of said Board of Education, or any student under its jurisdiction, in connection with the use of said stadium by the Board of Education.

V.

MAINTENANCE. The City shall keep and maintain said stadium, including the making of all necessary repairs and the planting, watering and trimming of turf and shrubbery, and

shall keep the field and track, bleachers, rest rooms and dressing rooms clean; the City shall prepare the track and field for all games and contests scheduled by the Board of Education as aforesaid; however, the Board of Education, at its own expense, shall prepare the baseball diamond at the beginning of the season, and thereafter, for the remainder of the season, the baseball diamond shall be kept in repair and good playing condition by the City.

VI.

LEASE NOT ASSIGNABLE. Neither this lease, nor any right of the lessee hereunder, may be assigned, sublet, or in any manner transferred to another.

VII.

The City reserves to itself and to such persons, firms or corporations as it may license for that purpose, the sole and exclusive right to sell, within said stadium, refreshments, including food, candy, confectionery, cigars, cigarettes, tobacco, non-alcoholic beverages, souvenirs, programs, and such other articles of merchandise as are commonly or usually sold in amusement parks and recreation centers; and no right to sell any of such articles in or upon any of the premises hereby leased is granted to the Board of Education by this lease.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, pursuant to Resolution No. 83904 of the Council of said City, and the San Diego Unified School District has caused this agreement to be executed by its Business Manager and President of the Governing Board of the San Diego Unified School District, San Diego County, State of California, pursuant to resolution of said Governing Board, this 28th day of August, 1946.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

THE SAN DIEGO UNIFIED SCHOOL DISTRICT,
SAN DIEGO COUNTY, STATE OF CALIFORNIA,

By R. C. DAILARD

Business Manager

MARY L. FAY

President of the Governing Board

APPROVED AS TO FORM:

THOMAS WHELAN, District Attorney

By CARROLL H. SMITH Date 8/29/46

I hereby approve the form of the foregoing Agreement this 14th day of October, 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 The Board of Education of the San Diego Unified School District relative to use of Balboa Stadium; being Document No. 356304.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. W. S. Sick Deputy

The City of San Diego,
San Diego, California.

Gentlemen:

Accompanying the contract wherein the California Implement Company, a corporation, agrees to sell to The City of San Diego one 7-unit Worthington Fairway Mower, is our bond, in the penal sum of Three Hundred Thirty-seven Dollars (\$337.00), conditioned for the faithful performance of said contract. This bond was executed only by the principal, California Implement Co., by Fred A. German, President, and Charles W. Thralls, Secretary, and no surety executed the bond. In order to save the corporation the cost of the surety's premium, we desire to deposit with you the California Implement Co.'s check, drawn upon the Head Office, Spring Street at Fifth, Los Angeles, California, of the Citizens National Trust and Savings Bank of Los Angeles, certified by that bank, in the same amount as said bond, Three Hundred Thirty-seven Dollars. This check is deposited with the City of San Diego upon the following conditions: In the event that the California Implement Co. shall fully and faithfully perform said contract for the sale and delivery of said Worthington Fairway Mower, then said certified check shall be returned to the California Implement Co. upon the completion of said performance; but in the event that said California Implement Co. shall fail in any respect to fully and faithfully perform said contract, then The City of San Diego is authorized to cash said certified check, reimburse itself out of the proceeds of said check for all loss or damage sustained by said City by reason of said California Implement Co.'s failure to fully and faithfully perform said contract, and return to the California Implement Co. the remainder, if any, of the proceeds of said check.

(SEAL)

CALIFORNIA IMPLEMENT CO.,

By FRED A. GERMAN

President.

By CHARLES W. THRALLS

Secretary.

KNOW ALL MEN BY THESE PRESENTS, That CALIFORNIA IMPLEMENT CO., a corporation, as Principal and California Implement Co. a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED THIRTY-SEVEN and no/100 Dollars (\$337.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of October, 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 - only 7-gang Worthington Fairway mower, 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)

CALIFORNIA IMPLEMENT CO.
Principal
By FRED A. GERMAN - President
CHARLES W. THRALLS - Secretary

I hereby approve the form of the within Bond together with Certified Check & letter, this 17th day of October, 1946.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 16 day of Oct 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 7th day of October, 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 CALIFORNIA IMPLEMENT CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 1 - only 7 unit Worthington Fairway mower, complete with frames and demountable rims, units 30" wide, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 364653.

Said contractor agrees to deliver said equipment within approximately 60 to 90 days from and after the date of the execution of this contract.

Said contractor hereby agrees to furnish and deliver the said mower at and for the following price, to-wit:

| | |
|--|------------------|
| 1 - 7-unit Worthington Fairway mower | \$1326.25 |
| Plus freight from Los Angeles to San Diego | 18.36 |
| | <u>\$1344.61</u> |

Said price does not include the California State Sales Tax.

Said price is subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 364653 on file in the office of said City Clerk, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

Said City, in consideration of the furnishing and delivery of said equipment by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand Three Hundred Forty-four and 61/100 Dollars (\$1344.61).

Payment for said equipment will be made in accordance with purchase order and delivery Federal Hindrance Clause.

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. 84162 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

(SEAL)

THE CITY OF SAN DIEGO.
By F. A. RHODES
City Manager.
CALIFORNIA IMPLEMENT CO.
FRED A. GERMAN, President.
CHARLES W. THRALLS, Secretary
Contractor.

I hereby approve the form and legality of the foregoing contract this 17th 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 Contract with California Implement Company for furnishing one Worthington Fairway Mower; being Document No. 356319.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sick Deputy

KNOW ALL MEN BY THESE PRESENTS, That SIMPLEX VALVE AND METER CO., a corporation, as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Sixteen thousand two hundred seventy-one Dollars (\$16,271.00), lawful money of the United States of America, to be 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 said City Venturi meters, rate of flow controllers, and appurtenances; 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)

SIMPLEX VALVE & METER CO.
By M. M. NOBLE President
Attest W. F. HARVESON Secretary.
Principal.

(SEAL)
ATTEST:

THERESA FITZGIBBONS
Agent

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND
Surety.
By D. E. GORTON
Attorney-in-Fact

I hereby approve the form of the within Bond, this 24th day of September, 1945.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 24th day of September, 1945.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA,) ss.
COUNTY OF LOS ANGELES)

On this 17th day of September, 1945, before me, S. M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared D. E. Gorton, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)
My Commission Expires Feb. 18, 1950.
S. M. SMITH
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 24th 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, and herein-after sometimes designated as the City, and SIMPLEX VALVE AND METER 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:

Venturi meters, rate of flow controllers, and appurtenances; all in accordance with Schedule I of the instructions and conditions, specifications and drawings contained in Document No. 352855, on file in the office of the City Clerk of said City; true copies of which said instructions and conditions, specifications and drawings are hereto annexed, by reference thereto incorporated herein and made a part hereof as though fully set forth herein.

Said contractor hereby agrees to furnish and deliver the said Venturi meters, rate of flow controllers, and appurtenances, at and for the following prices, to-wit:

| Item No. | Description, quantity, | Amount |
|--------------------|--|--------------|
| 1-1 | Two assemblies of Venturi throats, pressure chambers, floats, float-actuated electric transmitters, electrically-actuated indicators, recorders, totalizers, and electric contactors for operation of other equipment, together with appurtenant apparatus to form a complete and satisfactorily operating installation; one assembly for the main influent conduit (Mark I-1) and the other for the main effluent conduit (Mark E-1), for the lump sum of | \$ 9,0794.00 |
| 1-2 | One flanged Venturi tube for installation in the 36-inch filter wash water line (Mark W-5), complete with appurtenances including a mercury well, a mercury-actuated electric transmitter, electrically-actuated recorder and totalizer, a combination dial indicating mechanism for backwash rate, surface wash rate, water level in wash water tank, and an electric clock, for the lump sum of | \$ 4,503.00 |
| 1-3 | Eight Venturi meter tubes for installation in the 20 inch zeolite softener influent lines (Mark Z-8) complete with appurtenances, including mercury wells, mercury-actuated electric transmitters, electrically-actuated recorders and totalizers, summation equipment, proportioning controls, a dial indicating mechanism for total rate of flow, and an electric clock; tubes to be flanged on the inlet ends and shouldered for mechanical couplings on the outlet ends, for the lump sum of | \$ 16,526.00 |
| 1-4 | Eight 24-inch, vertical, direct-acting rate of flow controllers for installation in the filter effluent lines (Mark F-5) complete with appurtenances including mercury-actuated electric transmitters, electric-actuated indicating rate of flow and loss of head gages, and a master control system; controllers to be flanged or shouldered for mechanical couplings on the inlet ends and flanged on the outlet ends, for the lump sum of | \$ 26,820.00 |
| 1-5 | One flanged, 18-inch, filter surface wash water, direct-acting, rate of flow controller for installation in the filter surface wash water line (Mark S-3) complete with appurtenances including a mercury-actuated electric transmitter, an electrically-actuated recorder and totalizer, but not including instruments furnished under Item 1-2, for the lump sum of | \$ 2,551.00 |
| 1-6 | Two flanged, 16-inch, direct-acting, rate of flow controllers for the waste brine and rinse water lines (Mark R-6), complete with appurtenances including mercury-actuated electric transmitters, and electrically actuated, recording, and totalizing instruments, for the lump sum of | \$ 4,888.00 |
| Total, Schedule I, | | \$55,082.00 |

Said prices do NOT include the California State Sales Tax, and are subject to the PRICE ADJUSTMENT CLAUSE contained in said Document No. 352855.

Said contractor agrees to deliver said Venturi meters, rate of flow controllers, and appurtenances, within 150 days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said Venturi meters, rate of flow controllers, and appurtenances according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor undertaken and agreed upon, and the acceptance of said meters, rate of flow controllers, and appurtenances by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of Sixty five thousand and eighty-two dollars (\$65,082.00), plus the California State Sales Tax; subject to the said Price Adjustment Clause.

Payment for said meters, rate of flow controllers, and appurtenances will be made 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 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. 83939 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.
SIMPLEX VALVE & METER CO.
By M. M. NOBLE President
Attest W. F. HARVESON
Secretary
Contractor.

(SEAL)

I hereby approve the form and legality of the foregoing contract this 24th day of Sept., 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 Simplex Valve & Meter Co. for furnishing Venturi meters, etc.; being Document No. 356478.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. SICK Deputy.

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 14th day of October, 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 | Cert. No. | Date Deeded to State | Deed No. |
|--|-----------------------|--------------|-------------------------|-------------|
| Lot 3, Block 32 (ex. Electric Ry. Co.) Loma Alta | 9/1/33 | 5153 | 7/1/38 | 573 |
| No. 2, Lot 4, Block 32, (ex. Electric Ry. Co.) Loma Alta | 9/1/33 | 5154 | 7/1/38 | 574 |
| No. 2, Lot 5, Block 32, (ex. Electric Ry. Co.) Loma Alta | 9/1/33 | 5155 | 7/1/38 | 575 |
| No. 2, Lot 11, Assessor's Map No. 27 | 6/30/30 | 819 | 7/1/42 | 1342A |
| Lots 5, 6, 7, 8, 21, 22, (Less R of W) Block 2, Western Addition, | 6/29/31 | 1267 | 7/1/36 | 70 |

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) Oct. 14, 1946 | 2nd Payment (Anniversary Date of Agreement) | 3rd Payment (2nd Anniversary Date of Agreement) | Final Payment (Upon exercise of Option) |
|--|---|--|--|--|
| Lots 3, 4, 5 (except Electric Railway Co.), Block 32, Loma Alta No. 2, | \$1.00 each | \$1.00 each | \$1.00 each | \$ 5.00 each |
| Lot 11, Assessor's Map No. 27 | 2.00 | 2.00 | 2.00 | 250.00 |
| Lots 5, 6, 7, 8, 21, 22, (Less R of W) Block 2, Western Addition | 1.00 each | 1.00 each | 1.00 each | 5.00 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 14th day of October, 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. 84227, adopted on the 1 day of October, 1946, the day and year first hereinabove written.

ATTEST:

J. B. McLEES, County Clerk
and Ex-officio Clerk of the
Board of Supervisors.
By E. SIDDALL
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 352, 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 Oct 7, 1946.

SAM A. CLAGGETT
Tax Collector of the County of
San Diego, State of California.

The undersigned, Thos. 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 October 22nd, 1946.

(SEAL)

THOS. H. KUCHEL, Controller of
The State of California.

By BERT FOSTER
Deputy.

APPROVED as to form

Date 10/8/46

THOMAS WHELAN, District Attorney
in and for the County of San
Diego, State of California.

By CARROLL H. SMITH
Deputy.

Date Sept. 27, 1946.

J. F. DuPAUL, City Attorney.

By THOMAS H. 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 Loma Alta, Western Addition, et al; being Document No. 355480.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sick Deputy

WAR DEPARTMENT
Office of the Chief of Engineers
Construction Division
Real Estate Branch

SUPPLEMENTAL AGREEMENT FOR PAYMENT IN LIEU
OF RESTORATION OF PREMISES

THIS SUPPLEMENTAL AGREEMENT entered into this 28th day of July 1946, by and between City of San Diego, a Municipal Corporation whose address Civic Center, San Diego, California, for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH THAT:

WHEREAS on 1 April 1942 a lease was entered into between the Lessor and the Government covering All that certain real property situate in the City of San Diego, County of San Diego, State of California; and particularly described as follows, to-wit: The easterly 1500 feet of the southerly 900 feet of Pueblo Lot 1203 as shown on map drawn by James Pascoe, 1870, and filed February 4, 1876; with the City Engineer of the City of San Diego (excepting therefrom that portion lying easterly of the westerly line of Linda Vista Road as shown on City of San Diego, Operating Department Map 322-B dated June 11, 1917, center line of said 50 foot paved road intersecting the south line and the east line of said Pueblo Lot 1203 at points distant 245.3 feet west and 503.14 feet north respectively from the southeast corner of said Pueblo Lot 1203).

Located one mile north of Linda Vista Housing Project.

Vacant land

Containing 30 acres for the period 1 April, 1942 to June 30, 1942 and continuing thereafter to 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) subject to the conditions as set forth in Paragraph 3 of Supplemental Agreement to Dispense with Notice of Renewal dated 23 December 1943.

WHEREAS said lease will terminate on the 29 day of July, 1946.

WHEREAS the Lessor has given notice that restoration of the premises by the Government in accordance with paragraph 8 of said lease will be required:

WHEREAS it has been determined to be advantageous and in the interest of the Government to negotiate a settlement in lieu of restoration of the premises;

WHEREAS the Lessor is willing in lieu of performance by the Government of the restoration required by said lease, to accept the sum of Three Hundred fifty and no/100 Dollars (\$350.00) in consideration of the release and discharge of the Government, its officers, agents, and employees from any and all manner of actions, liability and claims for the restoration of said premises, or arising out of said lease and occupancy of the premises by the Government.

NOW, THEREFORE, in consideration of the premises, the parties hereto do mutually agree as follows:

1. That the Government shall pay to the lessor the sum of Three Hundred fifty and no/100 Dollars (\$350.00) representing the cost of restoration of the premises. Payment shall be made by the Finance Officer, U.S. Army.

2. That the Lessor will, as of 30 July, 1946, assume custody and the care of the said premises, the Government thereafter being relieved from any further responsibility therefor.

3. That the Lessor hereby remises, releases, and forever discharges the Government, its officers, agents, and employees of and from any and all manner of actions, liability, and claims against the Government, its officers and agents, which the Lessor now has or ever will have for the restoration of said premises or by reason of any other matter, cause or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises.

4. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for the general benefit.

IN WITNESS WHEREOF the parties hereto have executed this instrument as of the day and year first above written.

WITNESS:

L. D. VAN HORNE
Bx 710 San Diego

CITY OF SAN DIEGO,
A Municipal Corporation
By F. A. RHODES
Lessor City Manager.

THE UNITED STATES OF AMERICA
By FRED H. JOHNSTON
Contracting Officer
Fred H. Johnston

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)

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement for payment in lieu of Restoration of Premises Pueblo Lot 1203 north of Linda Vista Housing Project; being Document No. 366527.

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

THIS AGREEMENT, made and entered into this 24 day of October, 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, The City of San Diego on or about the 8th day of April, 1946, entered into a contract with Earl F. Brizendine for certain services in connection with the condemnation suits for the acquisition of lands for the Mission Bay Recreation development, for a period not to exceed six months, commencing May 6, 1946, which said contract is contained in Document No. 361026, on file in the office of the City Clerk of said City; and

WHEREAS, the City desires to extend said contract for a period of four months, and said Earl F. Brizendine is willing to perform said services for the extended period, on the same terms and conditions as provided in said contract of April 8, 1946;

NOW, THEREFORE, in consideration of the premises and the mutual consent of the parties, said contract heretofore, to-wit, on the 8th day of April, 1946, entered into between The City of San Diego and Earl F. Brizendine, for certain services in connection with the condemnation suits for the acquisition of lands for the Mission Bay Recreation development, and which contract is contained in Document No. 361026, on file in the office of the City Clerk of said City, is hereby extended for a period of four (4) months, upon the same terms and conditions as provided in said contract.

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. 84399, 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 24 day of October, 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 Earl F. Brizendine for services in connection with certain condemnation suits; being Document No. 366551.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. W. Sick Deputy.

PROJECT AGREEMENT - 1947 FISCAL YEAR

FIRST SUPPLEMENTAL MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the city, and the Department of Public Works of the State of California, hereinafter referred to as the department,

WITNESSETH, THAT, WHEREAS, a memorandum of agreement for expenditure of funds accruing during the fiscal year ending June 30, 1947, and allocated under the provisions of Section 194 and Section 195 of the Streets and Highways Code upon streets of major importance, was executed by the city August 6, 1946, and by the department August 13, 1946, providing for the work described herein as project 14; and

WHEREAS, the city now desires that said agreement be amended and has submitted to the department a supplemental budget to provide additional funds for project 13 of the 1946 agreement and for project 14, and to provide funds for additional work designated herein as projects 15, 16, and 17;

NOW, THEREFORE, it is mutually agreed by and between the city and the department that said agreement be amended as follows:

ARTICLE I. PROJECTS

The projects and the estimated expenditures therefor as listed hereinafter constitute the budget heretofore submitted by the city which has been, and is hereby, approved by the department:

| Project | Location | Miles | Description | 1/4¢ C.S. | Amount | 1/4¢ S. H. |
|---------|--|-------|--|--------------|-------------|-------------|
| 13 | Washington St. from Tenth St. to El Cajon Blvd., and from Richmond St. to Campus and Normal Sts. | 0.24 | Acquire right of way, grade and pave | | | |
| | (a) Work by department: | | Surveys and plans | 5,500.00 | | |
| | (b) Work by city: | | Right of way | 200,000.00 | | |
| 14 | Adams Ave. at Texas St. and at Ward Rd.; also 30th St. at Laurel St. | | Make bridge inspections | 750.00 | | |
| 15 | National Ave. at 33rd St. | | Remove old bridge and construct new bridge over Las Chollas Creek Construction | 49,900.00 | | |
| 16 | Pacific Highway, Rt. 2, at Balboa Ave. intersection | | Widen, channelize, construct curbs and install traffic signals | | | |
| | | | Surveys and plans | | \$ 2,000.00 | |
| | | | Right of way | 18,000.00 | 12,000.00 | |
| | | | Construction | 17,500.00 | 15,000.00 | |
| 17 | Harbor Drive, Rt. 2, at the intersection of 5th Avenue | | Install traffic signals | | | |
| | | | Surveys and plans | | 700.00 | |
| | | | Construction | 2,500.00 | 5,000.00 | |
| Totals | | | | \$294,150.00 | | \$34,700.00 |

ARTICLE II. INSPECTION

The department will make the bridge inspections designated in project 14.

ARTICLE III. SURVEYS AND PLANS

The department will make the surveys and plans designated in projects 13(a), 16 and 17.

ARTICLE IV. RIGHT OF WAY

The right of way designated in project 13(b) will be secured by the city. The cost provided for herein includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the payment of any and all damages to property arising by reason of the project; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

The right of way designated in project 16 will be secured by the department. The cost provided for herein includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the payment of any and all damages to property arising by reason of the project; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

ARTICLE V. CONSTRUCTION

The city will construct or cause to be constructed by or under its direct supervision the bridge described in project 15, in accordance with the approved plans, specifications, and estimates therefor.

Plans, specifications, and a detailed estimate of cost shall be submitted to the department for approval before the work is advertised for bids, or before work is started in case of work approved to be done by day labor; and no change may be made in the approved plans or specifications without previous approval of the department.

The work described in project 15 shall be performed by contract unless the performance thereof by day labor shall be approved by the department.

The work shall be done to the satisfaction of the department and shall be subject at all times to inspection and approval by the authorized representatives of the department.

Any city-owned equipment used for the work described in project 15 may be charged for upon a rental basis to cover depreciation and repairs in case rental rates already have been established by the city; otherwise, allowance for depreciation and repairs may be charged for as approved by the department.

The department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 16 and 17, 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 projects 16 and 17 will be performed by contract or by State forces as may be, in the opinion of the department, for the best interests of the city and the department.

Any equipment furnished by the department for the work described in projects 16 and 17 will be charged for at the rental rates established by the department.

ARTICLE VI. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accruing under the provisions of Section 194 of the Streets and Highways Code, are available as follows:

| | |
|---|--------------|
| Unexpended under project 5 (additional) | \$ 5,679.29 |
| Unexpended under project 11 | 117.74 |
| Unexpended under project 12 | 6.94 |
| Accrued and unbudgeted to June 30, 1946 | 576,522.17 |
| Estimated to accrue during the fiscal year ending June 30, 1947 | 301,010.00 |
| Total | \$883,336.14 |

The amount of \$294,150.00 is budgeted to defray the cost of the work described in Article I, and in addition the amount of \$34,700.00 is to be contributed from 1/4 cent State highway funds.

The annual revenue and the amounts provided for the projects listed in Article I are estimated amounts. In the event that the actual revenue or the actual cost of the projects differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

The department hereby delegates to the city the expenditure of the funds provided herein to defray the cost of the work described in projects 13(b) and 15.

As the work progresses on projects 13(b) and 15, the department will forward warrants to the proper city officials for work already accomplished. Payment will be made upon receipt of detailed statements of expenditures made by the city until the State's obligations as set forth herein, after deducting therefrom any expenditures made or to be made by the department for projects 13(a), 14, 16, and 17.

The department will pay the cost of the work described in projects 13(a), 14, 16, and 17 from the funds provided herein.

The amounts provided herein for the projects listed in Article I must not be exceeded, and no moneys shall be expended except for the projects listed in Article I without amending the budget by supplemental agreement. Such supplemental agreement shall be valid only when executed by the city and the department.

All funds allocated under the provisions of Section 194 of the Streets and Highways Code in excess of such funds budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE VII. FINAL REPORTS

The city will submit such reports as required by law in such detail as required by the department. The reports shall show in full all expenditures from all other funds as well as expenditures from the special gas tax street improvement fund.

Within sixty days after completion of each item of the budget described in projects 13(b) and 15, the city will submit to the department a final report of expenditures made for such work.

Expenditures for right of way shall be segregated by parcels and payment for each parcel analyzed as follows:

- (1) Value of land taken.

- (2) Severance damages less benefits.
- (3) Moving improvements.
- (4) Damages by change of grade, etc.

Where removing, restoring, or altering improvements is not included in the payment for the land, the expenditures for such items shall be reported for each parcel or ownership. The report shall also show expenditures for salary of right of way agent and miscellaneous expenditures such as title reports, agent's expense account, automobile operation, etc.; these expenditures being analyzed by the four objects:

- (1) Salaries and wages.
- (2) Materials and supplies.
- (3) Service and expense.
- (4) Equipment rental.

The report for preliminary engineering, surveys and plans, shall show the work accomplished and shall be analyzed by the four objects:

- (1) Salaries and wages.
- (2) Materials and supplies.
- (3) Service and expense.
- (4) Equipment rental.

The report for construction, improvement, or other specific projects, shall show payments to the contractor detailed by contract items showing quantity, unit, item, unit price, and amount; and the amount paid for any materials, supplies, labor, or equipment furnished by the city for use on the contract. Expenditures for work performed by day labor shall be detailed to show the quantity for each item of work, the unit cost, and amount.

The department will submit to the city a report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon streets of major importance.

Within sixty days after completion of each item of the budget described in projects 13(a), 14, 16, and 17, the department shall submit to the city a final report of expenditures made for such work.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

No State officer or employee shall be liable for anything done or omitted to be done by the City in the performance of any work delegated to the City under this agreement. The City shall, in the event any claim is made against any State officer or employee by reason of such work, indemnify and hold harmless such officer or employee from any damage or liability by reason of any such claim.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the _____ day of _____, 1946, and the Department on the _____ day of _____, 1946.

Approval recommended:
E. E. WALLACE
District Engineer

CITY OF SAN DIEGO
By _____
City Manager

Engineer of City and
Cooperative Projects

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Approved as to form and procedure:

Chief Attorney

By _____
Principal Assistant Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of First Supplemental Memorandum of Agreement for Expenditure of 1/4 Cent Gas Tax for Streets of Major Importance; being Document No. 366619.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sicken Deputy

No. 119,789

ENCROACHMENT PERMIT

To City of San Diego
Att: F. A. Rhodes, City Manager

San Diego, California
Oct. 11, 1946

In compliance with your request of Oct. 11, 1946 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 traffic signals at 8 locations on El Cajon Blvd. in the City of San Diego, Road XI-SD-12-SD as follows:

- | | |
|------------------------------------|------------------------------------|
| 1. El Cajon Blvd. at Louisiana St. | 5. El Cajon Blvd. at Fairmount St. |
| 2. El Cajon Blvd. at Boundary St. | 6. El Cajon Blvd. at Winona Ave. |
| 3. El Cajon Blvd. at 40th St. | 7. El Cajon Blvd. at Chamoune Ave. |
| 4. El Cajon Blvd. at 42nd St. | 8. El Cajon Blvd. at 52nd St. |

These signals shall be fixed time type and operated by synchronous motors so as to provide progressive movement as shown on drawing 6765-L by the Engineering Dept. City of San Diego.

Signal heads shall be standard sectional type conforming to Institute of Traffic Engineers specifications using 110-120 volt 67 Watt lamps.

Controller shall be General Electric Type D or equal.

Each installation shall consist of six 2-face three light heads mounted on existing light standards where available, or on 8' pedestals of the type regularly used by the City of San Diego (as cast by the National Iron Works). The typical location is indicated on drawing 3154-B attached and is at the curb return in far right position and on center island. On the easterly side of Fairmount Ave. and at Louisiana St., a concrete curbed center island with circular signal base is to be installed conforming approximately to drawing SD-12-SD-39-L attached.

Additional plans shall be submitted by the City for other center installation where there is no center island at the present time and such construction shall not proceed until the plans have first been approved by the State.

All signal conduits shall be installed through close fitting bored holes under pavement no pavement in the street travelled way to be disturbed.

No expense whatsoever in connection with this permit is assumed by the State.
Maintenance of the traffic signals shall be by the Permittee.
All work, materials, methods and warning and safety devices shall be equal to State practice and satisfactory to a representative of the State.
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 July 1, 1947.
CC:GTM:HSC:MM:PERM:EXTRA-2

Approved: C. H. PURCELL
By Director of Public Works
FRED GRUMM
Asst. State Highway Engineer

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
G. T. McCOY
State Highway Engineer
By E. E. WALLACE
District Engineer
By R. L. BEUTHEL
District Office Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Encroachment Permit from State Division of Highways for Traffic Signals on El Cajon Boulevard; being Document No. 366635.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sick 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-FOUR and no/100 DOLLARS (\$334.00), 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 October, 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" and amendments thereto 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: (SEAL)
R. C. CAVELL
Secretary
SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY, Vice Pres. in Charge
of Sales, Principal.

THE CENTURY INDEMNITY COMPANY
By FRANKLIN T. HALE, Attorney-in-Fact
Surety.

I hereby approve the form of the foregoing Undertaking this 31st day of October, 1946.
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. 84362 passed and adopted on the 15th day of October, 1946, require and fix the sum of \$334.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK
City Clerk of The City of San Diego.
By AUGUST M. WADSTROM
Deputy

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 25th day of October, 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.

CONTRACT FOR STREET LIGHTING.
Mission Beach Lighting District No. 2

THIS AGREEMENT, made and entered into this 5th day of November, 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 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, 1946, to-wit: to and including August 16, 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 Mission Beach Lighting District No. 2", filed July 29, 1946 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 Sixty-four and 48/100 Dollars (\$264.48) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand 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."

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 amendments thereto 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" and amendments thereto, 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 (\$264.48), 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

(SEAL)
ATTEST:
FRED W. SICK
City Clerk.
By AUGUST M. WADSTROM
Deputy.

THE CITY OF SAN DIEGO
By G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
Members of the Council

I hereby approve the form of the foregoing Contract, this 31st day of October, 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 San Diego Gas & Electric Company for Mission Beach Lighting District No. 2; being Document No. 356678.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sick Deputy

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Symbol 11 r-1483

BOULDER CANYON PROJECT
Arizona-California-Nevada

Contract Merging Rights of The City of San Diego and The Metropolitan
Water District of Southern California Under Contracts with the
United States Dated February 15, 1933, and April 24,
1930 (Amended September 28, 1931), Respectively

1. THIS CONTRACT, made this 4th day of October, 1946, pursuant to the Act of Congress, approved June 17, 1902 (32 Stat. 388), and Acts amendatory thereof or supplementary thereto, all of which Acts are commonly known and referred to as the Reclamation Law and particularly pursuant to the Act of Congress, approved December 21, 1928 (45 Stat. 1057), designated the Boulder Canyon Project Act, between THE UNITED STATES OF AMERICA (hereinafter referred to

as the "United States"), acting for this purpose by Warner W. Gardner, Acting Secretary of the Interior (hereinafter referred to as the "Secretary"), THE CITY OF SAN DIEGO, a municipal corporation (hereinafter referred to as "San Diego"), the SAN DIEGO COUNTY WATER AUTHORITY, a municipal corporation (hereinafter referred to as the "Authority"), and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation (hereinafter referred to as the "District");

WITNESSETH: THAT:

2. WHEREAS, under date of August 18, 1931, the Palo Verde Irrigation District, Imperial Irrigation District, Coachella Valley County Water District, The Metropolitan Water District of Southern California, City of Los Angeles, The City of San Diego and County of San Diego entered into an agreement fixing their respective priorities in waters of the Colorado River available for use in California under the Colorado River Compact and the Boulder Canyon Project Act, which said contract is hereinafter referred to as the "Seven-Party Priority Agreement"; and

3. WHEREAS, under date of April 24, 1930, the United States and the District entered into a water delivery contract, which contract, as amended by supplementary contract between said parties dated September 28, 1931, provides for delivery by the United States to the District of waters of the Colorado River in accordance with said schedule of priorities as fixed in the Seven-Party Priority Agreement; said Contract, as amended by said Supplementary contract of September 28, 1931, being herein referred to as the "District's Water Delivery Contract"; and

4. WHEREAS, under date of February 15, 1933, the United States and San Diego entered into a water delivery contract approved by the County of San Diego, which contract provides for the delivery by the United States to San Diego of waters of the Colorado River, in accordance with said schedule of priorities as fixed in the Seven-Party Priority Agreement, said contract being for the benefit of San Diego and the County of San Diego, and being hereinafter referred to as the "San Diego Water Delivery Contract"; and

5. WHEREAS, the priorities so agreed upon, and set out in said Seven-Party Priority Agreement and said water delivery contracts, are as follows, to-wit:

"Section 1. A first priority to Palo Verde Irrigation District for beneficial use exclusively upon lands in said district as it now exists and upon lands between said district and the Colorado River, aggregating (within and without said district) a gross area of 104,500 acres, such waters as may be required by said lands.

Section 2. A second priority to Yuma Project of United States Bureau of Reclamation for beneficial use upon not exceeding a gross area of 25,000 acres of land located in said project in California, such waters as may be required by said lands.

Section 3. A third priority (a) to Imperial Irrigation District and other lands under or that will be served from the All American Canal in Imperial and Coachella Valleys, and (b) to Palo Verde Irrigation District for use exclusively on 16,000 acres in that area known as the "Lower Palo Verde Mesa", adjacent to Palo Verde Irrigation District, for beneficial consumptive use, 3,850,000 acre feet of water per annum less the beneficial consumptive use under the priorities designated in Sections 1 and 2 above. The rights designated (a) and (b) in this section are equal in priority. The total beneficial consumptive use under priorities stated in sections 1, 2 and 3 of this article shall not exceed 3,850,000 acre feet of water per annum.

Section 4. A fourth priority to The Metropolitan Water District of Southern California and/or the City of Los Angeles, for beneficial consumptive use, by themselves and/or others, on the Coastal Plain of Southern California, 550,000 acre feet of water per annum.

Section 5. A fifth priority (a) to The Metropolitan Water District of Southern California and/or the City of Los Angeles, for beneficial consumptive use by themselves and/or others, on the Coastal Plain of Southern California, 550,000 acre feet of water per annum and (b) to The City of San Diego and/or County of San Diego, for beneficial consumptive use, 112,000 acre feet of water per annum. The rights designated (a) and (b) in this section are equal in priority.

Section 6. A sixth priority (a) to Imperial Irrigation District and other lands under or that will be served from the All American Canal in Imperial and Coachella Valleys, and (b) to Palo Verde Irrigation District for use exclusively on 16,000 acres in that area known as the "Lower Palo Verde Mesa", adjacent to Palo Verde Irrigation District, for beneficial consumptive use, 300,000 acre feet of water per annum. The rights designated (a) and (b) in this section are equal in priority.

Section 7. A seventh priority of all remaining water available for use within California for agricultural use in the Colorado River Basin in California, as said basin is designated on Map No. 23000 of the Department of the Interior, Bureau of Reclamation;" and

6. WHEREAS, the Authority was created pursuant to the provisions of the "County Water Authority Act" of the State of California (Stats. 1943, p. 2090) and includes the corporate area of San Diego, together with other portions of the County of San Diego, and was created to the end that San Diego and other parts of the said county may participate in the benefit of Colorado River water as contemplated by the terms of said contract between the United States and San Diego, dated February 15, 1933; and

7. WHEREAS, it is provided in the said County Water Authority Act that each public agency whose corporate area shall be a part of the Authority (San Diego, by definition, being considered a public agency for the purposes of said Act) shall have a preferential right to purchase from the Authority a percentage of the water supply of the Authority, determined as therein set out; and

8. WHEREAS, the act under which the District was incorporated provides that each city whose corporate area shall be a part thereof (the Authority, by definition, being considered a city for the purposes of said act) shall have a preferential right to purchase from the District a percentage of the water supply of the District, determined as therein set out; and

9. WHEREAS, it is proposed to submit to the electors of the Authority the proposition of annexing the corporate area of the Authority to the District, and, in the event that such corporate area of the Authority shall be so annexed to and become a part of the District, it would be against the public interest that any part of the enlarged District should participate in the water supply administered by the District, in any manner or under any schedule of priority differing from that generally applicable in other parts of the District, and the public interest will be best served, in the event of such annexation, by merging the contract rights and certain priorities as herein provided, and, so far as the parties hereto are concerned, treating such priorities as a single priority, to be vested in, and administered by, the District; and

10. WHEREAS, in the event of annexation of the corporate area of the Authority to the District, under the terms of the Metropolitan Water District Act, the Authority will have a right in the aggregate water supply of the District, and San Diego, whose corporate area is

a part of the Authority, under the terms of the County Water Authority Act, will have a right in the water available to the Authority; and

11. WHEREAS, the right to participate in the use of the waters of the Colorado River, which San Diego will enjoy by reason of its corporate area being a part of the Authority and the corporate area of the Authority being a part of the District, will be of great value to San Diego, and the interests of San Diego will be protected and advanced by the execution of this contract;

NOW, THEREFORE, in consideration of the premises, it is agreed that:

12. Under the conditions set out in Article 14 hereof and not otherwise, the right to storage and delivery of Colorado River water now vested in San Diego for the benefit of San Diego and the County of San Diego and evidenced by said San Diego Water Delivery Contract, shall be and is hereby assigned and transferred to and vested in the District and shall be and is hereby merged with and added to the rights of the District under the District's Water Delivery Contract, and the rights and obligations now vested in and imposed on San Diego as evidenced by said San Diego Water Delivery Contract shall be and are hereby accepted and assumed by said District and such rights and obligations shall be administered and observed by the District and considered a part of the water supply and a part of the rights and obligations of the District for all purposes and particularly for the purposes of Section 5-1/2 of the Metropolitan Water District Act, without reference to priority as between the Authority and any other part or parts of the District, provided that as between the District (including the Authority) and the United States and other parties to the Seven-Party Priority Agreement, nothing herein shall be construed as increasing the amount of water available to the District and/or the Authority under the fourth priority set out in the recitals hereof, or otherwise prejudicing the respective rights of other parties to the Seven-Party Priority Agreement in the water of the Colorado River. The point of delivery of all water delivered to the District under its outstanding water delivery contract and hereunder, shall be at the District's intake above Parker Dam and the United States hereby agrees that the diversion point of water heretofore agreed to be delivered to San Diego under said water delivery contract of February 15, 1933, is hereby transferred from the point on the Colorado River immediately above the Imperial Dam to the District's intake at a point on the Colorado River immediately above Parker Dam.

13. In the event that the corporate area of the Authority shall at any time cease to be a part of the District, the said contract between the United States and San Diego dated February 15, 1933, shall be revived and reinstated, and shall thereupon become severally operative; provided, that the right of the Secretary to cancel such contract for the nonuse of water thereunder, shall not be exercised within ten years from the date when the corporate area of the Authority shall cease to be a part of the District.

14. This contract shall be of no force or effect until and unless:

(a) The corporate area of the Authority is annexed to the corporate area of the District prior to December 31, 1945, and at a time when the corporate area of San Diego is a part of the corporate area of the Authority;

(b) A majority of the qualified electors of San Diego voting on the proposition shall authorize the transfer and assignment to the District by San Diego of San Diego's rights and obligations under the Water Delivery Contract between the United States and the City of San Diego dated February 15, 1933, relating to the waters of the Colorado River;

(c) A majority of the qualified electors of San Diego voting on the proposition shall authorize the transfer and assignment to the Authority of San Diego's rights and obligations under the contract dated October 17, 1945 (NOy-13300), granting San Diego a lease of the aqueduct being constructed by the United States Navy from San Jacinto Tunnel to San Vicente Reservoir, except San Diego's obligations under Article 2 (a) of said contract to construct a water treatment plant and other works as contemplated by the San Diego bond issue approved April 17, 1945, and the obligation under Article 2 (d) of said contract that San Diego supply all Government agencies within the area with an adequate supply of water at nondiscriminatory rates, and on condition that if the Authority shall cease to be a portion of the corporate area of The Metropolitan Water District of Southern California, the said Lease-Contract shall revert to San Diego, subject to all modifications, defaults or acts of the Authority, affecting the said Lease Contract;

(d) A majority of the qualified electors of the Authority voting on the proposition shall authorize the acceptance of the rights and the assumption by the Authority of the obligations transferred to the Authority by the assignment of the contract dated October 17, 1945 (NOy-13300).

15. This contract is made upon the express condition, and with the express understanding, that all rights hereunder shall be subject to and controlled by, the Colorado River Compact, being the Compact signed at Santa Fe, New Mexico, November 24, 1922, which compact was approved in Section 13 (a) of the Boulder Canyon Project Act.

16. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

17. Except as expressly modified by the terms hereof, outstanding contracts between the United States and the respective parties hereto shall remain in full force and effect.

18. This contract shall be known as the "1945 Merger Contract".

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

THE UNITED STATES OF AMERICA,
By WARNER W. GARDNER
Acting Secretary of the Interior

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager.

SAN DIEGO COUNTY WATER AUTHORITY,
By J. L. BURKHOLDER
General Manager

THE METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA,
By JULIAN HINDS
General Manager and Chief Engineer

Attest: (SEAL)
FRED W. SICK
City Clerk

Attest: (SEAL)
W. H. JENNINGS
Secretary

Attest: (SEAL)
A. L. GRAM
Executive Secretary

Approved as to Form:
JAMES H. HOWARD
General Counsel

As evidence of its approval of the foregoing contract between the United States, The City of San Diego, the San Diego County Water Authority and The Metropolitan Water District of Southern California, the County of San Diego has caused the signature of the Chairman of Its Board of Supervisors to be affixed thereto.

(seal)
Attest:
J. B. McLEES
County Clerk
By M. NASLAND, Deputy

BOARD OF SUPERVISORS OF THE COUNTY
OF SAN DIEGO,
By DAN ROSSI
Chairman pro tem

I HEREBY APPROVE the form and legality of the within 1946 MERGER CONTRACT, this 9th day of October, 1946.
J. F. DuPAUL
J. F. DuPaul, City Attorney,
The City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract Merging Rights of The City of San Diego and The Metropolitan Water District of Southern California; being Document No. 356685. (except authorizing resolutions)
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

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 29 day of October, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the "City," acting by and through the City Manager of said City, party of the first part, and C. W. TOBEY, of said City, party of the second part, WITNESSETH:

THAT WHEREAS, second party is desirous of securing from the City a privilege and concession to operate a refreshment stand in the Municipal Golf Course Clubhouse Building, located in Balboa Park, in said City; and

WHEREAS, said City is willing, upon the terms and conditions hereinafter recited, to grant to second party such privilege and concession;

NOW, THEREFORE, it is understood and agreed between the parties hereto as follows:

(1) That in consideration of the terms and conditions hereinafter recited and agreed upon by second party, said City does hereby grant to second party the privilege and concession to operate and maintain refreshment stands and business in the Municipal Golf Course Clubhouse building in Balboa Park, in the City of San Diego, for the sale of refreshments, including food, candy, confectionery, cigars, cigarettes, tobacco, and all lawful beverages, approved by the City Manager, and such other articles of merchandise as are commonly or usually sold at refreshment stands in public parks.

This agreement, together with the privileges and concessions herein granted, shall be for a period of four years, beginning October 1, 1946, and expiring September 30, 1950.

That the said second party shall and will pay to the City for the use and occupancy of said premises, as rental therefor, the sum of One hundred twenty-five dollars (\$125.00) per month, OR a sum equal to five per cent (5%) of the monthly gross receipts derived from the operation of said refreshment stands and business, whichever amount is the greater.

In this connection the Second party hereby covenants and agrees that he will at all times during the life of this agreement keep true, accurate and complete records of all sales made and money received therefor in connection with the operation of said refreshment stands and business, and not later than the tenth of each month during the life of this agreement will render a statement to the City showing all money received and sales made by him during the preceding month, 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 agents 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 monthly statements of money received and sales made on said premises.

(2) Second party shall furnish and pay for whatever electricity and gas may be consumed in connection with the operation of said refreshment stands and business.

(3) Second party shall, and does hereby agree to furnish all equipment necessary for the operation of said concession, other than that which now exists in the above mentioned building, or which may hereafter be voluntarily installed therein by said City. Complete inventory of City-owned equipment will be furnished by the City, and receipted for by second party at the time this contract is executed, and will be made a part of this contract. All equipment furnished by the second party shall remain his own property, and may be by him installed and/or removed, providing the same is accomplished without damage to said building or premises.

(4) Second party agrees that the prices for all articles and commodities sold under this concession shall not exceed the prevailing prices of similar articles or commodities throughout the City, and that said prices in this respect shall be subject to the approval of the City Manager, or his authorized representative.

(5) Second party further agrees to keep said concessioned premises clean at all times, and to conduct the same to the satisfaction of the City Manager, and in accordance with all ordinances and regulations of The City of San Diego. That all garbage and refuse shall be kept in sanitary covered cans, and disposed of in accordance with the requirements of the City.

(6) Second party further agrees that he will not permit any intoxicated persons to remain upon the concessioned premises, or any disorderly, boisterous or offensive conduct to occur thereon.

(7) Second party further agrees that all merchandise, commodities and supplies required by him at said concession shall be delivered thereto before ten o'clock A. M. daily, and that the days and hours of operation of said concession shall be the same as the days and hours of operation of the Municipal Golf Course, unless otherwise ordered by the City Manager upon occasions of special events.

(8) Second party further agrees that in no event whatsoever shall The City of San Diego, or any of its officers, be responsible or liable for any injury to persons or damage to property occurring upon said concessioned premises, and he does hereby covenant and agree at all times to save said City and its officers harmless from any and all claims arising out of such damage or injury, provided, however, that the negligence of the second party is the

cause thereof.

(9) Second party further covenants and agrees that he will at all times during the continuance of this agreement carry compensation insurance in a responsible insurance company sufficient to cover all employees employed by him in and about said concessioned premises, and will furnish the City with a certificate of the insurance company issuing said policy. Should such insurance company at any time become insolvent, or for any reason said policy of compensation insurance be cancelled, a like policy of insurance shall be immediately secured and a certificate thereof filed as above provided.

Second party shall file with the City Manager an insurance policy in a company authorized to do business in the State of California in the amount of \$5000.00, to inure to and be to the benefit of The City of San Diego for any claims, loss, damage or liability suffered by said City, due in any manner to the occupancy and operation of said concessioned property, or to the privileges herein granted.

(10) This agreement, together with the privilege and concession herein granted, shall be from October 1, 1946, and expiring September 30, 1950; provided, however, that the same may be cancelled and terminated by either party upon giving to the other thirty (30) days notice in writing of intention so to do. Such cancellation and/or termination shall not, however, be accomplished by the City for the sole purpose of renting the said premises to other persons for a greater rental, during the life of this agreement.

Nothing in this paragraph, however, shall be construed as requiring the City to give thirty (30) days' notice of termination in event second party shall be guilty of any breach or default hereunder. In such case the City reserves the right to terminate and cancel this agreement and all rights hereunder immediately upon the occurrence of any such breach or default.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager thereof, under and pursuant to Section 28 of the Charter of said City, and second party has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

First Party.

By F. A. RHODES

City Manager.

C. W. TOBEY

Second Party.

I hereby approve the form and legality of the foregoing agreement this 1st day of November, 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 C. W. Tobey for Concession to operate Refreshment Stand at Municipal Golf Course Clubhouse Building; being Document No. 366713.

FRED W. SICK

City Clerk of the City of San Diego, California.

By

F. W. Allen Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into this 29 day of October, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City," and W. STERNE DAVIS, hereinafter referred to as "Golf Professional," WITNESSETH:

The City hereby grants to the Golf Professional for a four-year period from October 1, 1946, to September 30, 1950, the right, license and privilege to act as and be Golf Professional of the Municipal Golf Course of The City of San Diego, located in Balboa Park, San Diego, California, and to give lessons and instruction in Golf on said Municipal Golf Course.

The City hereby grants to the Golf Professional for the said term the right, license and privilege of occupying and using the professional room in the Municipal Golf Clubhouse and the Driving Range, located in Balboa Park, San Diego, California, which shall hereinafter be referred to as the premises, together with golf racks, work bench, shelving and glass case now installed or placed in the premises for the purpose of establishing and operating a golf shop wherein the Golf Professional may sell, clean, store, repair and rent golf merchandise, supplies and equipment; and may sell wearing apparel or any other golf merchandise he may deem advisable in order to operate a complete and first class golf shop.

The Golf Professional accepts the rights, licenses and privileges herein granted and will exercise the same for the life of said rights, licenses and privileges by devoting his time to giving lessons and instruction in golf on said Municipal Golf Course and in establishing and operating said golf shop and driving range.

The Golf Professional will at all times maintain in said golf shop a stock of golf merchandise, supplies and equipment in keeping with the demand, and no special line or make of golf merchandise, supplies or equipment shall be handled exclusively to the detriment of other lines and makes.

It is understood and agreed that the Golf Professional may employ an assistant or assistants in giving lessons and instruction in golf and in operating and establishing said golf shop and driving range.

The Golf Professional may have, during the term hereof, one (1) day each week off from the use and exercise of the rights, licenses and privileges herein granted, provided that at all times his assistant or assistants will be available to give lessons and instruction in golf and to serve the public in the golf shop and on the driving range. The Golf professional with the written approval of the City Manager, or his approved representative, may be permitted to attend or engage in professional golf matches at any time during the term hereof, provided his assistant or assistants will be available to give lessons and instruction in golf and to serve the public in the golf shop and on the driving range.

The days and hours of operation of the Golf Shop and driving range concession shall be the same as the days and hours of operation of the Municipal Golf Course.

The City will furnish to the Golf Professional all necessary light and power for use in establishing and operating said golf shop, and will also furnish adequate heating for the premises whenever needed.

The Golf Professional will not use any portion of the premises for advertising purposes except for said golf shop, driving range or for giving lessons and instruction in golf on said Municipal Golf Course or allow any other person, firm or corporation to use the premises for advertising purposes.

It is understood and agreed between the parties hereto that the Golf Professional may make a reasonable charge for the use and service of the driving range. All money so collected by the Golf Professional shall remain the property of the Golf Professional.

All personal property, except as hereinafter provided, which shall be attached to the premises shall become the property of the City immediately upon becoming affixed to the premises.

The buffing machine affixed to the premises by a previously authorized Golf Professional shall be the property of the Golf Professional named above, and may be removed from the premises at any time before the termination of the rights, licenses and privileges granted herein.

The Golf Professional will not assign the rights, licenses or privileges, or any part thereof, or let or sublet the premises or any part thereof without the written consent of the City. The Golf Professional will make no alterations, additions in or to the premises without the consent of the City Manager and/or Park Director in writing, and all additions and alterations made by the Golf Professional will belong to the City.

If during the term of the right, license and privilege hereby granted of occupying and using the premises, the premises shall be destroyed by fire, the elements, or any other cause, or if it shall be so injured that it cannot be repaired with reasonable diligence within six (6) months, then said right, license and privilege shall cease and become null and void from the date of such damage or destruction, and the Golf Professional shall immediately surrender the premises to the City.

The Golf Professional, his successors and assigns, shall save harmless and indemnify the City, its successors and assigns, from and against all claims, demands, loss, damage or liability arising or growing out of loss of or damage to property, injury to or death of any person or persons resulting in any manner whatsoever, directly or indirectly, by reason of the use or occupancy of the premises for any purpose whatsoever by reason of the rights, licenses or privileges herein granted. The Golf Professional shall take out a policy of insurance in a corporate insurance company entitled to do business in the State of California, insuring the liability of the Golf Professional provided for in this paragraph to the extent of \$5,000.00 in favor of the City or in favor of the Golf Professional and the City jointly, and said policy shall be delivered to the City by filing the same with the City Clerk, which said policy shall remain in the possession of the City during the life of this contract.

Any fire insurance taken out by the City upon the Municipal Golf Clubhouse shall be for the sole benefit of the City.

For the rights, licenses and privileges herein granted the Golf Professional will pay the City the sum of fifty dollars (\$50.00) per month, OR a sum equal to five per cent (5%) of the monthly gross receipts derived from the use and exercise of the rights, licenses and privileges herein granted, and from the sale of all merchandise, supplies and equipment on said premises, whichever amount is the greater.

In this connection the Golf Professional hereby covenants and agrees that he will at all times during the life of this agreement keep true, accurate and complete records of all money received and all sales made by him at the said premises, and not later than the tenth of each month during the life of this agreement will render a statement to the City showing all money received and all sales made by him during the preceding month, 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 agents 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 monthly statements of money received and sales made on said premises.

In the event that default shall be made by the Golf Professional in any of the covenants herein agreed to be performed by him, or if the Golf Professional violates any of the ordinances of The City of San Diego, or any of the laws of the State of California in connection with the use and exercise of the rights, licenses and privileges herein granted, or upon proof of intoxication or disorderly conduct on the part of the Golf Professional the City may at its option, after five (5) days' written notice to the Golf Professional terminate the rights, licenses and privileges herein granted. The City may exercise said option to terminate said rights, licenses and privileges by notice served upon the Golf Professional in the manner herein provided. All other notices or demands required by law to terminate said rights, licenses and privileges are hereby expressly waived by the Golf Professional. In the event the City terminates the rights, licenses and privileges herein granted it shall be lawful for the City immediately thereafter to remove all persons and property from the premises, except as hereinabove provided.

Either party hereto may terminate this agreement by giving to the other party written notice of such termination not less than thirty (30) days prior to the date of such termination. Such cancellation and/or termination shall not, however, be accomplished by the City for the sole purpose of renting the said premises to other persons for a greater rental during the life of this agreement.

In the event the Golf Professional employs any person in the exercise and use of the rights, licenses and privileges herein granted who is not satisfactory to the City, the Golf Professional agrees to dismiss such person from his employ within thirty (30) days from written notice from the City Manager that such person is not satisfactory to the City.

Any notice to be given by the City to the Golf Professional shall be deemed properly served on the Golf Professional if the same is delivered to the Golf Professional or deposited in the Post Office, postage prepaid, addressed to the Golf Professional, at San Diego Municipal Golf Course, Balboa Park, San Diego, California.

Any notice to be given by the Golf Professional to the City shall be deemed properly served on the City if the same is delivered to the City Manager of the City or deposited in the Post Office, postage prepaid, addressed to the City Manager at the Civic Center, San Diego, California.

It is understood and agreed that this is not a contract of employment in the sense that the relation of master and servant exists between the City and the Golf Professional, and that all profits made by the Golf Professional in exercising the rights, licenses and privileges herein granted shall be the Golf Professional's exclusive, except as hereinabove provided.

The premises will be kept by the Golf Professional in a clean and sanitary condition at all times and open to inspection by authorized representatives of the City upon demand.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager thereof, under and pursuant to Section 28 of the Charter of said City, and second party has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager.

W. STERNE DAVIS
Golf Professional.

I hereby approve the form and legality of the foregoing agreement this 1st day of November, 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 W. Sterne Davis as Golf Professional; being Document No. 355714.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sicken Deputy.

BOND NO. R.L. #107

KNOW ALL MEN BY THESE PRESENTS, That J. P. WITHEROW, as Principal and NEW YORK CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND ONE HUNDRED TWENTY-ONE and no/100 Dollars (\$1,121.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of October, 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 labor, materials and equipment for roof repairs at Harbor Department Piers and warehouse, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

J. P. WITHEROW
Principal.
NEW YORK CASUALTY COMPANY
Surety.
By E. T. STARKE
Attorney-in-fact

(SEAL)

I hereby approve the form of the within Bond, this 22nd day of October, 1946.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 28 day of October 1946.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO, }

On this 22nd day of October, 1946, before me, Sarah B. Lasky, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared J. P. Witherow personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL) SARAH B. LASKY
Notary Public in and for the County of San Diego,
My Commission Expires 10-23-48 State of California.

STATE OF CALIFORNIA, } ss.:
COUNTY OF SAN DIEGO }

On this 22nd day of October in the year One Thousand Nine Hundred and 46 before me Sarah B. Lasky a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared E. T. Starke known to me to be the ATTORNEY-IN-FACT of the NEW YORK CASUALTY COMPANY, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

(SEAL) SARAH B. LASKY
Notary Public in and for the County of San Diego,
My Commission expires 10-23-48 State of California.

BOND NO. R.L. #108

KNOW ALL MEN BY THESE PRESENTS, That J. P. WITHEROW, as Principal and NEW YORK CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND TWO HUNDRED FORTY-TWO and no/100 Dollars (\$2,242.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of October, 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 roof repairs at Harbor Department Piers and warehouse, 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. 365249.

WHEREAS, the aforesaid penal sum of Two Thousand Two Hundred Forty-two and no/100 Dollars (\$2242.00), 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 by its proper officers, thereunto duly authorized, and their corporate seal to be hereunto affixed, the day and year first hereinabove written.

(SEAL)

J. P. WITHEROW

NEW YORK CASUALTY COMPANY
Surety

By E. T. STARKE
Attorney-in-fact

I HEREBY APPROVE the form and legality of the foregoing Bond this 22nd day of October, 1946.

J. F. DuPAUL, City Attorney,
By J. H. McKINNEY
Deputy City Attorney.

I HEREBY APPROVE the foregoing Bond this 28 day of October, 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO,)

On this 22nd day of October, 1946, before me, Sarah B. Lasky, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared J. P. Witherow personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL)

My Commission expires 10-23-48

SARAH B. LASKY
Notary Public in and for the County of San Diego,
State of California

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 22nd day of October in the year One Thousand Nine Hundred and 46 before me Sarah B. Lasky a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared E. T. Starke known to me to be the ATTORNEY-IN-FACT of the NEW YORK CASUALTY COMPANY, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

(SEAL)

My Commission expires 10-23-48

SARAH B. LASKY
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 22nd day of October, 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. P. WITHEROW, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

Roof repairs at Harbor Department Piers and warehouse, 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. 365249.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Four Thousand Four Hundred Eighty-three and no/100 Dollars (\$4,483.00).

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 forty (40) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by 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: Four Thousand Four Hundred Eighty-three and no/100 Dollars (\$4,483.00), said payments to be made as follows:

Upon completion of said work, and the acceptance of the same by the Port Director of said City, ninety per cent (90%) of the said contract price shall be paid said Contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the Port Director of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor further agrees 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 Port Director 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 Port Director, or his representative, or such other official or officials as may be appointed by the Port Director, and will be inspected by inspectors appointed by said Port Director, 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 Port Director 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 subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 195 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>Classification</u> | <u>Per diem wage 8 hours</u> |
|--|----------------------------------|
| Roofer Journeyman | \$ 11.44 |
| Roofer Kettleman | \$ 11.44 |
| Common Laborers | 9.20 |
| Foreman, 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 8 hours.

Legal holidays, including Sundays and Saturdays where crafts work a five day week, and other overtime when permitted by law, to be paid for at the rate of time and one-half.

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 Port Director unfair, he shall file with the Council a written protest against the same within ten (10) days thereafter, or be considered to have accepted the record and ruling.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the General Laws in effect in said City, shall said

City, or any department, board or officer thereof, be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Harbor Commission of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 84205 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 EMIL KLIKA
A. BORTHWICK
R. H. VAN DEMAN
Members of the Harbor Commission
of said City.

J. P. WITHEROW
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 24th day of October, 1946.
J. F. DuPAUL
J. F. DuPAUL, City Attorney,

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. P. Witherow for Roof Repairs at Harbor Department Piers and Warehouse; being Document No. 366771.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sick Deputy.

KNOW ALL MEN BY THESE PRESENTS, That WM. CAMERON and JOHN A. CAMERON, co-partners doing business under the firm name and style of CAMERON BROS., 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 SEVENTY-TWO and no/100 Dollars (\$1,972.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 _____ day of November, 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 remove and salvage materials at Loma Trailer Park in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:
FRANK FIEGER

JOHN A. CAMERON
WM. CAMERON
co-partners dba
CAMERON BROS. Principal.

(SEAL) GENERAL CASUALTY COMPANY OF AMERICA
By FRANK FIEGER Surety.
Attorney-in-fact

I hereby approve the form of the within Bond, this 4th day of November, 1946.
J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 1st day of November 1946.
F. A. RHODES
City Manager.

STATE OF CALIF. COUNTY OF SAN DIEGO ss.

On this 31st day of October, 1946, 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 Calif.; 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 Co. San Diego.
My commission Expires 8/21/48

KNOW ALL MEN BY THESE PRESENTS, That WM. CAMERON and JOHN A. CAMERON, co-partners doing business under the firm name and style of CAMERON BROS., as Principal and General Casualty Company of America, a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Seattle and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND NINE HUNDRED FORTY-THREE and no/100 Dollars (\$3,943.00), lawful money of the United States of America, to be 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 _____ day of November, 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 removal and salvage of materials at Loma Trailer Park in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 365874.

WHEREAS, the aforesaid penal sum of Three Thousand Nine Hundred Forty-three Dollars (\$3,943.00), 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 principals have hereunto subscribed their names 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.

JOHN A. CAMERON
WM. CAMERON

Principal
co-partners dba CAMERON BROS.

GENERAL CASUALTY COMPANY OF AMERICA
By FRANK FIEGER
Attorney-in-fact

(SEAL)
ATTEST:

SHIRLEY F. WILSON

I HEREBY APPROVE the form of the Foregoing Bond this 4th day of November, 1946.

J. F. DuPAUL
City Attorney,
By J. H. McKINNEY
Deputy City Attorney.

I HEREBY APPROVE the foregoing Bond this 1st day of November, 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 4th day of November, 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 Wm. CAMERON and JOHN A. CAMERON, co-partners doing business under the firm name and style of CAMERON BROS., 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 and salvage of materials at Loma Trailer Park, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 365874.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Seven Thousand Eight Hundred Eighty-four and 65/100 Dollars (\$7,884.65).

Said contractor agrees to commence said work on Nov. 5, 1946, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within forty-five (45) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by 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: Seven Thousand Eight Hundred Eighty-four and 65/100 Dollars (\$7,884.65), 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.

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 Manager 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 Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

The right is reserved to make such changes in the execution of the work to be done under this contract as in the judgment of said City Manager may be deemed necessary or expedient, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Said contractor agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at 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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract 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 |
|---|------------------------|
| LABORERS: | |
| General or Construction | \$ 9.20 |
| Operators and Tenders of pneumatic and electric tools, vibrating machines and similar mechanical tools not separately classified herein | 10.80 |
| Fine Grader (Highway and Street Paving only) | 10.00 |
| Sewer Pipe Layer (excluding caulker) | 11.50 |
| Sewer Pipe Caulker (using caulking tools) | 10.50 |
| Tarman and Mortarman | 9.50 |
| OPERATING ENGINEERS: | |
| Apprentice Engineer, including fireman, oiler, greaser..... | 10.50 |
| Air Compressor Operator | 11.50 |
| Material Loader or Conveyor Operator | 11.50 |
| Motor Patrol Operator, including any type of power blade | 14.50 |
| Oshkosh or D. W. 10 or Tourneapull Operators | 14.50 |
| Pavement Breaker Operator | 13.20 |
| Skip Loader Operator--Wheel type | 12.50 |
| Tow Blade or Grader Operator | 12.50 |
| Tractor Hi-Lift Shovel Operator | 15.20 |
| Tractor Operator--Bulldozer, Tamper, Scraper or Drag Type, shovel or Boom attachments | 13.50 |
| Trenching Machine Operator | 14.20 |
| Universal Equipment Operator (Shovel, Dragline, Derrick, Derrick-Barge, Clamshell or Crane) | 15.20 |
| TRUCK DRIVERS: | |
| Drivers of trucks legal payload capacity less than 6 tons | 9.80 |
| Drivers of trucks legal payload capacity between 6 and 10 tons ... | 10.00 |
| Drivers of trucks legal payload capacity between 10 and 15 tons .. | 10.40 |
| OTHER TRADES: | |
| Carpenter | 13.20 |
| Cement Finisher | 14.20 |
| Electrician, Journeyman | 14.00 |
| Plumber | 14.00 |
| Reinforcing Iron Worker | 14.20 |
| Any classification omitted herein, not less than | 9.20 |

OVERTIME: Legal holidays, Sundays and other overtime permitted by law is to be paid at the minimum rate of time and one-half.

If the contractors consider any work required of them to be outside the requirements of this contract, or consider any record or ruling of said 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. 84415 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

JOHN A. CAMERON
WM. CAMERON
co-partners dba CAMERON BROS.

I HEREBY APPROVE the form and legality of the foregoing Contract this 4th day of November, 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 Wm. Cameron and John A. Cameron for Removing and Salvaging materials at Loma Trailer Park; being Document No. 356772.

FRED W. SICK
City Clerk of the City of San Diego, California.
By J. H. McKinney Deputy

KNOW ALL MEN BY THESE PRESENTS, That BAY SHORE MOTORS, a corporation, as Principal and a corporation organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND SEVEN HUNDRED SEVENTY-SEVEN and no/100 Dollars (\$2,777.00), lawful money of the United States of America, to be 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:

5 - 4-door Ford V-8 Super deluxe sedans and
4 - 6-cylinder 1/2 ton Ford pickup trucks,
in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:

H. J. SIEGLE - Secy-Treas. (SEAL)

BAY SHORE MOTORS
By P. E. FRAZIER - Vice Pres.
Principal.

Surety.

I hereby approve the form of the within Bond, this 31st day of October, 1946.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 31st day of October 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 31st day of October, 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::

5 - 4-door Ford V-8 Super deluxe sedans and
4 - 6-cylinder 1/2 ton Ford pickup trucks,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 355112.

Due to conditions beyond control of the Ford Motor Company, said contractor is unable to specify any particular time or date of delivery.

Said contractor hereby agrees to furnish and deliver said automotive equipment at and for the following prices, to-wit:

| | | |
|---|----------------|--------------------|
| 5 - 4-door Ford V-8 Super deluxe sedans | @ \$1394.43 ea | \$6,972.15 |
| 4 - 6-cylinder 1/2 ton trucks | @ \$1033.45 ea | 4,133.80 |
| | | <u>\$11,105.95</u> |

Said prices include the California State Sales Tax.

In the event O.P.A. authorizes an increase in price of said equipment prior to date of shipment to The City of San Diego, the amount of such increase may be added to the prices hereinabove set forth. In the event O.P.A. control of said equipment is terminated, and if the manufacturer increases the price of the product, any such increase in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the contractor to the City, after first giving notice of such increase to the City and allowing cancellation to be effected by the City if it elects so to do. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted to the City.

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 material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Eleven Thousand One Hundred Five and 95/100 Dollars (\$11,105.95), inclusive of California State Sales Tax.

Payment for said equipment will be made in accordance with purchase order and delivery. Federal Hindrance Clause.

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. 84281 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.

(SEAL)
ATTEST:
H. J. SIEGLE - Secy-Treas.

I hereby approve the form and legality of the foregoing contract this 31st day of October, 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 Bay Shore Motors for furnishing 5 Sedans and 4 Pickup Trucks; being Document No. 365773.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Allen Deputy.

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November, 1946, by and between THE CITY OF SAN DIEGO, a Municipal Corporation, party of the first part, and WILLIAM W. COHEN,

party of the second part; WITNESSETH:
That WHEREAS, The party of the first part finds it necessary to make an improvement in Suncrest Drive in The City of San Diego; and
WHEREAS, said improvement calls for a lower grade of the street, curb and sidewalk in front of the property of the party of the second part than the present and existing grade, NOW, THEREFORE,
IT IS AGREED between the party of the first part and the party of the second part, as follows:
The party of the first part agrees to build a runway to the concrete driveway of the party of the second part as shown by City Engineer's Drawing 5681-L; and
IT IS FURTHER AGREED that the party of the first part will grade down and properly shape and seed the lawn in front of the property belonging to said party of the second part, including lowering sprinkler system, which is described as follows, to-wit:
The easterly one-half (1/2) of Villa Lot 78, University Heights in The City of San Diego, California.
IT IS FURTHER UNDERSTOOD AND AGREED that the party of the second part may have any and all broken cement from the removed sidewalk and curb in front of his property, if he desires to use the same.
IT IS HEREBY AGREED that the work done by the party of the first part as hereinabove set forth shall be in lieu of any and all damage done to the property belonging to the party of the second part and that the party of the second part will accept said work in full consideration of damage done to his property by reason of the said lowering of the grade in front of the said property as hereinabove described.
IN WITNESS WHEREOF, this Agreement is executed on behalf of The City of San Diego by the City Manager, pursuant to the authority so to do, contained in Resolution of the City Council; and the party of the second part has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Party of the First Part;
By F. A. RHODES
City Manager.
WILLIAM W. COHEN

Parties of the Second Part.
I HEREBY APPROVE the form and legality of the foregoing Agreement, this 4th day of November, 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 William W. Cohen relative to Improvements on Suncrest Drive; being Document No. 366816.

FRED W. SICK
City Clerk of the City of San Diego, California.
By J. H. McKinney Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 4th day of November, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and AGNES DURHAM LINDBLAD and MAY S. HEISLER, of the City of San Diego, parties of the second part, WITNESSETH:
That WHEREAS the party of the first part finds it necessary to make an improvement in a portion of Suncrest Drive in The City of San Diego; and
WHEREAS, said improvement calls for a lower grade of the street, curb and sidewalk in front of the property of the parties of the second part, than the present or existing grade; NOW, THEREFORE,
IT IS AGREED between the party of the first part and the parties of the second part as follows:
The party of the first part agrees to build a runway to the concrete driveway and to walk as shown by City Engineer's Drawing No. 5681-L and the party of the first part further agrees to grade down and properly shape and seed the lawn in front of the property belonging to said parties of the second part which is described as follows, to-wit:
All that portion of Lot 1, Block A, Normal Heights Resubdivision Villa Lots 1 to 11, inclusive, described as follows:
Beginning at the southwesterly corner of said Lot 1; thence easterly along the northerly line of Works Avenue, 55 feet; thence north 0° 0' to the northwesterly line of said Lot 1; thence southwesterly along the northwesterly line to the northwesterly corner thereof; thence southerly along the westerly line of said Lot 1 to point of beginning.
IT IS FURTHER UNDERSTOOD AND AGREED that the parties of the second part may have any and all broken cement from the removed sidewalk and curb in front of the property of the parties of the second part; and
IT IS AGREED that the work done by the party of the first part as hereinabove set forth shall be in lieu of any and all damage done to the property belonging to the parties of the second part and that the parties of the second part will accept said work in full consideration of damage done to their property by reason of the said lowering of the grade in front of their said property as hereinabove described.
IN WITNESS WHEREOF, this Agreement is executed on behalf of The City of San Diego by the City Manager, pursuant to the authority so to do, contained in Resolution of the City Council; and the 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
MAY S. HEISLER
AGNES DURHAM LINDBLAD
Parties of the Second Part.

I HEREBY APPROVE the form and legality of the foregoing Agreement, this 4th day of November, 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 Agnes Durham Lindblad and May S. Heisler relative to Improvements on Suncrest Drive; being Document No. 355817.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Allen Deputy.

A G R E E M E N T

For the preparation of the Site at Riverlawn to receive Veterans Housing Project, CAL-V-4568.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 4th day of November, 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 R. E. HAZARD CONTRACTING CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money 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 perform and complete in a good and workmanlike manner, all the work pertaining to the preparation of the Site at Riverlawn to receive the Veterans Housing Project CAL-V-4568, as shown on the drawings and described in the specifications hereto attached, and to do everything required by the agreement, and said specifications and drawings.

ARTICLE II. For furnishing all said materials, except those specifically noted as furnished by the City; furnishing and removing all plant, equipment or tools and doing all the work contemplated and embraced in this agreement; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said drawings and specifications and in accordance with the requirements of the Engineer under them, the City will pay and the Contractor shall receive in full compensation therefor the prices named in the Schedule for items 1 to 11, inclusive, of the proposal hereto attached.

ARTICLE III. The City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the material, and to do the work according to the terms and considerations herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. 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 V. 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. No interest in this agreement shall be transferred by the Contractor to any other party without the consent of the City, and any transfer without such consent shall cause annulment of this contract, so far as the City is concerned. All rights of action, for any breach of this contract are reserved to said City.

ARTICLE VI. The contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of Patent Rights 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 sell.

ARTICLE VII. The Notice Inviting Bids, the Instruction to Bidders, the Proposal, the Specifications, the Detail Specifications, and the drawings mentioned herein, all of which are hereto attached, and were filed in the office of the City Clerk of the City of San Diego, California, as Document No. 355844 on October 1, 1946, are hereby incorporated in and made a part of this agreement.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of San Diego, under and pursuant to a resolution by the Council of the City of San Diego, authorizing such execution, and the Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL)
ATTEST:
FRED W. SICK
City Clerk

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

(SEAL)
ATTEST:
WM. V. PIRIE
Asst. Secy.

R. E. HAZARD CONTRACTING CO.
By B. R. HAZARD, Vice-Pres.
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 4th day of November, 1946.
J. F. DuPAUL
City Attorney of The City of San Diego
By B. L. COMPARET
Deputy City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

NOW ALL MEN BY THESE PRESENTS, that R. E. HAZARD CONTRACTING CO., a corporation, as principal, and PACIFIC INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of California, having its offices and principal place of business at

Los Angeles, in the State of California, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Nineteen thousand and sixty-five dollars (\$19,065.00) (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 1st day of Nov., 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 Preparation of the Site at Riverlawn to receive Veterans' Housing Project Cal-V-4558, consisting of grading, asphalt surfacing, preparation of subgrade, installing water mains and fire hydrants, relocating of a fire hydrant, installing pressure water regulator and compound water meter, sewer mains and manholes, and the construction of meter vault, curbs and sidewalks, and the removal of curbs, 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 1st day of October, 1946, marked "Document No. 355844" and endorsed, "Contract Document for the Preparation of the Site at Riverlawn to receive Veterans' Housing Cal-V-4558, 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 hereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning and shall indemnify and save harmless The City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 1st day of November, 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: | (SEAL) | R. E. HAZARD CONTRACTING CO. |
| WM. V. PIRIE | | Principal |
| Asst. Secy. | | By B. R. HAZARD, Vice Pres. |
| ATTEST: | (SEAL) | PACIFIC INDEMNITY COMPANY |
| WM. V. PIRIE | | 521 South Hope Street - Los Angeles, California |
| | | Surety |
| | | By R. D. SPICER |
| | | R. D. Spicer, Attorney-in-Fact |

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.
I hereby approve the form of the within Bond this 4th day of November, 1946.

| | |
|--------------|---|
| (SEAL) | J. F. DuPAUL |
| ATTEST: | City Attorney of the City of San Diego. |
| FRED W. SICK | By B. L. COMPARET |
| City Clerk | Deputy City Attorney |
| | APPROVED: |
| | F. A. RHODES |
| | City Manager |

STATE OF CALIFORNIA, ss.
COUNTY OF SAN DIEGO

On this 1st day of Nov. in the year one thousand nine hundred and forty-six before me, I. E. Friedman a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. D. Spicer known to me to be the duly authorized Attorney-in-Fact of PACIFIC INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Company, and the said R. D. Spicer acknowledged to me that he subscribed the name of PACIFIC INDEMNITY COMPANY, thereto as surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
I. E. FRIEDMAN
Notary Public in and for San Diego County, State of California.
(SEAL)
My Commission Expires Oct. 18, 1947

FORM OF LABOR AND MATERIALMEN'S BOND
KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING CO., a corporation, as principal, and PACIFIC INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of California, having its offices and principal place of business at Los Angeles, in the State of California, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Nine thousand five hundred thirty-three Dollars (\$9,533.00), (Not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of November, 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 Preparation of the Site at Riverlawn to receive Veterans' Housing Project Cal-V-4558, consisting of grading, asphalt surfacing, preparation of subgrade, installing water mains and fire hydrants, relocating of a fire hydrant, installing pressure water regulator and compound water meter, sewer mains and manholes, and the construction of meter vault, curbs and sidewalks, and the removal of curbs, 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 1st day of October, 1946, marked "Document No. 365844" and endorsed "Contract Documents for the Preparation of the Site at Riverlawn to receive Veterans' Housing Cal-V-4568, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of Nine thousand five hundred thirty-three Dollars (\$9,533.00), 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, pro- vender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the pro- visions of Chapter 3 of Division 5 of Title One of the Government Code of the State of Cali- fornia, then said surety will pay the same in or to an amount not exceeding the amount here- inabove 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 specifica- tions.

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 author- ized, and its corporate seal to be hereunto affixed, the day and year first hereinabove written.

ATTEST:
WM. V. PIRIE (SEAL)
Asst. Secy.

R. E. HAZARD CONTRACTING CO.
By B. R. HAZARD, Vice Pres.
Principal

ATTEST:
WM. V. PIRIE (SEAL)

PACIFIC INDEMNITY COMPANY
521 South Hope Street, Los Angeles,
California
Surety
By R. D. SPICER
R.D. Spicer, Attorney-in-Fact.

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I hereby approve the form of the within Bond this 4th day of November, 1946.

(SEAL)

J. F. DuPAUL
City Attorney of the City of San
Diego, California.
By B. L. COMPARET
Deputy City Attorney

ATTEST:
FRED W. SICK
City Clerk

APPROVED:
F. A. RHODES
City Manager

STATE OF CALIFORNIA, ss.
COUNTY OF SAN DIEGO

On this 1st day of Nov. in the year one thousand nine hundred and forty-six before me, I. E. Friedman a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. D. Spicer known to me to be the duly author- ized Attorney-in-Fact of PACIFIC INDEMNITY COMPANY, and the same person whose name is sub- scribed to the within instrument as the Attorney-in-Fact of said Company, and the said R. D. Spicer acknowledged to me that he subscribed the name of PACIFIC INDEMNITY COMPANY, thereto as surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)
My Commission Expires Oct. 18, 1947.

I. E. FRIEDMAN
Notary Public in and for San Diego County, State
of California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with R. E. Hazard Co. and Plans for Grading and installing Utilities at Riverlawn Veterans' Housing Project Cal-V-4568; being Document Nos. 366824, and 377854.

(Contract filed in rolled
plans Tag No. 4550)

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sick Deputy

SUPPLEMENTAL AGREEMENT NO. 2
MODIFICATION OF CONTRACT NOy-13300
WITH

THE CITY OF SAN DIEGO, CALIFORNIA

WHEREAS, a negotiated contract dated October 17, 1945, between the United States of America (hereinafter called the Government) represented by the Chief of the Bureau of Yards and Docks, Navy Department, Washington, D. C., and The City of San Diego, California (here- inafter called the City) provides for the construction by the Government of a steel and con- crete aqueduct running from a connection with the Colorado River Aqueduct of The Metropolitan Water District of Southern California near the west portal of the San Jacinto Tunnel, Riverside

County, to San Vicente Reservoir, San Diego County, and further provides for the delivery of possession of said aqueduct to the City under certain lease conditions as specified in said contract; and

WHEREAS, this contract further provides, in Article 1, Section (a) that the Aqueduct project shall include the entire structure and appurtenances thereto, together with the rights in real property acquired by the Government for its construction or operation, and also provides, in Article 1, Section (b) (ii) that title to the Aqueduct shall remain in, and title to all replacements and improvements thereto made during the life of the lease shall vest in, the Government, and finally provides for the acquisition by the City of title to said Aqueduct as so defined under the provisions set out in Article 1, Section (b) (iv); and

WHEREAS, a Stipulation for Judgment as to Parcels 1-A and 1-B only has been entered into by the Government and The Metropolitan Water District of Southern California in that condemnation action entitled, "United States of America, Plaintiff, vs. 78 Parcels of Land in the County of Riverside, State of California; The Metropolitan Water District of Southern California, a municipal corporation, et al., Defendants, No. 4880-WM-Civil," in the District Court of the United States in and for the Southern District of California, Central Division, and said Stipulation and Final Judgment and Decree thereon were filed in said action on July 3, 1946; and

WHEREAS, by said Stipulation for Judgment and said Final Judgment and Decree in Condemnation it is adjudged that title to the transition and diversion structures to be constructed by the Government at the west portal of the San Jacinto Tunnel of The Metropolitan Water District of Southern California, pursuant to the provisions of the temporary easement therein described and defined as Parcel 1-B, will not vest in the Government but will vest in The Metropolitan Water District of Southern California; and

WHEREAS, the City by Resolution No. 83328 of its council on May 30, 1946, has concurred in this Stipulation for Judgment and Final Judgment and Decree in Condemnation and approves this vesting of title to said transition and diversion structures in The Metropolitan Water District of Southern California:

NOW, THEREFORE, it is hereby mutually agreed between the Government and the City that the aforesaid contract be modified by adding to Article 1, Section (b) a new subsection (vi) as follows: "(vi) For the purpose of determining the true cost and/or purchase price the Aqueduct shall include the transition and diversion structures constructed by the Government at the west portal of the San Jacinto Tunnel of The Metropolitan Water District of Southern California, upon land of said District, pursuant to the provisions of the temporary easement described and designated as Parcel 1-B in the condemnation action entitled, 'United States of America, Plaintiff, vs. 78 Parcels of Land in the County of Riverside, State of California; The Metropolitan Water District of Southern California, a municipal corporation, et al., Defendants, No. 4880-WM-Civil,' in the District Court of the United States in and for the Southern District of California, Central Division; but for the purpose of delivering possession to the City, of retention of title in the Government and of conveyance of title to the City, the Aqueduct shall not include the said transition and diversion structures, and title to the said transition and diversion structures shall vest, be, and remain, in the said District."

IN WITNESS WHEREOF the parties hereto have executed this contract this 29th day of October 1946.

UNITED STATES OF AMERICA
By R. W. MEADE (CEO), USN,
For the Chief of the Bureau of Yards
and Docks, acting under the
direction of the Secretary of
the Navy.

(SEAL)
ATTEST:
FRED W. SICK
City Clerk

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

Approved as to form:
J. F. DuPAUL
City Attorney

The foregoing Modification of Contract NOy-13300 is approved.

(SEAL)
Attest:
A. L. GRAM
Executive Secretary

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
By J. M. GAYLORD
Chief Electrical Engineer

Approved as to form:
JAMES H. HOWARD
General Counsel

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement No. 2 - Modification of Contract with Navy Dept. Bureau of Yards and Docks - for Aqueduct Construction; being Document No. 366897.

FRED W. SICK
City Clerk of the City of San Diego, California.
By T. Tatten Deputy.

AGREEMENT FOR EMPLOYMENT OF THE SERVICES
OF T. B. COSGROVE, ATTORNEY AT LAW, BY
THE CITY OF SAN DIEGO, A MUNICIPAL COR-
PORATION.

THIS MEMORANDUM OF AGREEMENT, made and entered into this 1st day of November, 1946, 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, CLAYTON, CRAMER & DIETHER, 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, 1947, the second May 1, 1947, the third on August 1, 1947, and the final installment on November 1, 1947, 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, 1946, and ending November 1, 1947.

(a) 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. 84509 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 12 day of November, 1946.

J. F. DuPAUL
City Attorney.
By MOREY S. LEVENSON
Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for employment of T. B. Cosgrove for Legal Services; being Document No. 356964.

FRED W. SICK

EN9-(240)/CA
Sched. 23514
me/ak
5 November 1946

U. S. NAVY PURCHASING OFFICE
1 N. Van Nuys Building
210 West Seventh Street
Los Angeles 14, California

The City of San Diego
San Diego 1, California

Change Order No. 1

Gentlemen:

Please refer to Contract N123s-37206 dated 1 July 1946.

This Contract is hereby amended by correcting the contract period to read as follows in lieu of from 1 July 1946 to 30 June 1947:

"Services, as required, by the Medical Officer in Command, U.S. Naval Hospital, San Diego, California, during the period 1 July 1946 to 30 September 1946."

NOTE FOR NAVY USE ONLY: Appro. No. 1771102 Med. Dept. Navy, 1947

Exp. Acct. 44805
Obj. Class. 0794(1)
Ship or Acct. 259

This is in accordance with original award and to correct a typographical error which occurred in the preparation of the original contract.

All other terms and conditions of the contract remain as originally stipulated.

This action is made pursuant to the authority of the First War Powers Act, 1941, and Executive Order No. 9001.

Please indicate your acceptance of the foregoing by having three copies of this Change Order signed by a person authorized to do so, and return the three signed copies to this office.

CC/GAO
PENDING
NCDO SD (ON DRO) NC
BU M&S (ON DRO) NC
MOIC NAV HOSP SD
H.L. BREWER

Very truly yours,
Y. NELSON
Lieut. SC(W) USNR
Contracting Officer

NPO LA Form 20 (Rev.)

Acceptance of Amendment by Contractor:

This amendment is hereby accepted by contractor on this 13th day of November, 1946.

THE CITY OF SAN DIEGO
(Name of Firm)
By F. A. RHODES
(Signature of person authorized to execute contracts)
Title: City Manager
253 Civic Center, San Diego 1, Calif.
(Address of Supplier)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Contract Navy Dept. for Maintenance Grounds U. S. Naval Hospital; being Document No. 357021.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sicken Deputy.

AGREEMENT FOR SURRENDER OF LEASEHOLD INTERESTS
AND CANCELLATION OF LEASE.

THIS AGREEMENT, made and entered into this 14th day of November, 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, hereinafter sometimes referred to as the "City", and FRED W. STEFFGEN, second party, WITNESSETH:

RECITALS

(A) The second party is the owner of a leasehold interest in those certain tidelands of the Bay of San Diego, particularly described as follows, to-wit:

PARCEL NO. 1:

Beginning at a point on the U. S. Bulkhead Line, as said 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 50.34 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 50.34 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.

under and by virtue of that certain tideland lease heretofore, to-wit: on the 31st day of January, 1946, entered into between The City of San Diego and second party, which said lease is for the period of five (5) years, beginning on the 1st day of March, 1946, and ending on the 28th day of February, 1951, with options for the renewal of said lease; the original of which said lease is on file in the office of the City Clerk of The City of San Diego, bearing Document No. 359830, and is recorded in Book 16, at page 359, Records of said City Clerk.

(B.)

The City desires to lease that portion of its tidelands covered by the said lease to second party to Sun Harbor Packing Company and Fishermen's Marine Corporation, and said second party is willing to surrender his leasehold interest described in Recital (A) hereof;

NOW, THEREFORE, in consideration of the foregoing Recitals the parties hereto agree as follows:

(1) The second party hereby surrenders to the City all of his right, title and interest in and to the premises covered by the lease referred to in Recital (A) of this agreement, and hereby consents to the termination and cancellation of said lease;

(2) The City hereby accepts the surrender on the part of second party of all of his right, title and interest in and to said premises, and does hereby terminate and cancel said lease referred to in Recital (A) of this agreement;

(3) It is understood and agreed that upon the execution of this agreement, the second party shall be relieved from any further liability or obligation under and pursuant to the said lease, save only the obligation to pay any rentals which may have accrued thereunder and remain unpaid at the date of the termination of said lease, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said second party has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.
By EMIL KLIKA
A. BORTHWICK
R. H. VAN DEMAN
Members of the Harbor Commission
of The City of San Diego.

FRED W. STEFFGEN
Second Party.

I hereby approve the form and legality of the foregoing Agreement for surrender of leasehold interests and cancellation of lease this 15 day of Oct., 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 Surrender of Tideland Lease by Fred W. Steffgen; being Document No. 357032.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sicken Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 14th day of November, 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 FISHERMAN'S MARINE CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of California, as Lessee, hereinafter sometimes called the "Corporation," WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Corporation, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Corporation hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters 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 $39^{\circ} 10'$ east a distance of 397.52 feet to a point; thence at right angles south $50^{\circ} 50'$ east a distance of 101.67 feet to a point; thence north $26^{\circ} 05' 30''$ east a distance of 106.21 feet to a point; thence south $53^{\circ} 22' 55''$ east a distance of 59.55 feet to the point of beginning of a curve concave to the west having a radius of 20 feet; thence southerly 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 $39^{\circ} 17'$ west a distance of 467.65 feet, more or less, to an intersection with the said U. S. Bulkhead Line; thence north $56^{\circ} 51'$ west along the said Bulkhead Line a distance of 147.91 feet, more or less, to the point or place of beginning; containing 63,530 square feet of tideland area.

PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 97.12 feet southeasterly from Government Station No. 185; thence south $56^{\circ} 51'$ east along the said U. S. Bulkhead Line a distance of 60.34 feet to a point; thence south $39^{\circ} 17'$ 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 $56^{\circ} 51'$ west along the said U. S. Pierhead Line a distance of 60.34 feet to a point; thence north $39^{\circ} 17'$ 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, entitled, "Drawing No. 198-B," dated September 17, 1946, 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 Corporation for the period of five (5) years, beginning on the 1st day of November, 1946, and ending on the 31st day of October, 1951, unless sooner terminated as herein provided, upon the rentals hereinafter specified; with an option on the part of the Corporation 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 Corporation, 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 Corporation 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 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 Corporation of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the Corporation 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 Corporation as are authorized or permitted under the terms of this lease, but shall not be held to include or require compensation to be paid in any amount to the Corporation for any damage to or interference with the loss of business or franchise occasioned by any such 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 and other boats, with suitable docking spaces for said vessels. That no buildings or other structures shall be constructed on the northeasterly 20 feet of the premises described as

Parcel No. 1, which strip 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 Corporation.

(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 said corporation shall install a four-inch water main, to be connected with the City main which services the fire hydrant located approximately 200 feet from the approach of the dock. Said four-inch line shall extend the full length of said dock with a minimum of six (6) standpipes. Said standpipes shall be equipped with one 2-1/2 inch National Standard thread outlet, to be used as a Fire Department connection, and each connection shall be equipped and connected with 100 feet of one-inch rubber hose, which will stand a pressure of 180 pounds. Each hose line shall be equipped with a dual purpose nozzle (fog and straight strain). At the bulkhead line there shall be installed a Gamewell three-fold master fire alarm box. A Gamewell remote pull box shall be installed on the building which is to be located approximately half-way out on the dock, and a Gamewell remote pull box shall be installed at the end of the dock. Both remote pull boxes shall be connected with the master box at the bulkhead line. If and when the dock is surfaced with asphalt, all decayed and broken decking shall be replaced before said surfacing is laid.

(4) That in the event a bulkhead is built and dredging done in the vicinity of said leased lands, requiring the use of any part of the demised premises before the expiration of the term of this lease or any extension thereof, the Corporation shall remove therefrom any and all structures, including wharf or dock erected on said premises, at its own cost and expense.

(5) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the Corporation to be paid compensation for the buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the Corporation, said Corporation shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by it on said premises.

(6) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the leased lands hereinabove described.

(7) That said City reserves the right to 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 Corporation will remove any structures or buildings from said demised premises as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at its own cost and expense, and without any right or claim to damages or compensation therefor; provided, only, that said corporation shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(8) In the event the Corporation shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above set forth, or shall fail or refuse to perform any of the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the City requiring it to comply with the provisions of this lease in any and all respects wherein the Corporation may be in default, then and in that event this lease shall terminate, and said Corporation shall have no further rights hereunder, and said Corporation 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 Corporation shall forfeit all rights and claims thereto and hereunder; and said Corporation, 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 Corporation 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 Corporation has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

This instrument is executed in duplicate, both of which shall be deemed originals.

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.

FISHERMEN'S MARINE CORPORATION
Lessee.

By EDWARD X. MADRUGA

(SEAL)

ATTEST:

LLOYD N. DAVIS

I hereby approve the form of the foregoing Lease this 15 day of Oct., 1946.

J. F. DuPAUL
City Attorney.
By MOREY S. LEVENSON
Assistant City Attorney.

COUNTY OF SAN DIEGO }
STATE OF CALIFORNIA } SS

JAMES W. ARCHER, being first duly sworn, deposes and states:

That he is a member of the law firm of Gray, Cary, Ames & Driscoll; that said law firm represents Fisherman's Marine Corporation, a California Corporation. That Edward X. Madruga, and Lloyd N. Davis are the duly elected and presently acting President and Secretary respectively of said corporation; and

That the said Edward X. Madruga and Lloyd N. Davis are duly authorized by the Board of Directors of said corporation to execute on behalf of the corporation, as lessee, a certain lease dated November 1st, 1946, between the City of San Diego as Lessor, and Fisherman's Marine Corporation as Lessee".

JAMES W. ARCHER

Subscribed and sworn to before me
this 8th day of November, 1946

(SEAL) MINNETTE E. LOUDON
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
Tidelands Lease - Fisherman's Marine Corporation; being Document No. 367035.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sick Deputy

AGREEMENT FOR AMENDMENT AND MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 14th day of November, 1946, 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 SUN HARBOR PACKING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter called the "Company," WITNESSETH:

WHEREAS, The City of San Diego, as lessor, and said Sun Harbor Packing Company, as lessee, heretofore on the 20th day of February, 1941, entered into a lease of certain tidelands of said City, which said lease is on file in the office of the City Clerk as Document No. 326919, and recorded in Book 11, page 482 et seq., Records of said City Clerk; and

WHEREAS, on or about the 1st day of February, 1945, the City and said Sun Harbor Packing Company entered into an agreement for modification of said lease, which said agreement for modification is on file in the office of the City Clerk of said City, bearing Document No. 352554, and is recorded in Book 15, page 304, Records of said City Clerk; and

WHEREAS, the City and said Company desire to further amend said lease by enlarging the area of the premises covered in said lease to include 29,400 square feet of tidelands;

NOW, THEREFORE, in consideration of the premises and the matters and things herein-after recited, and the mutual consent of the parties, said above-described lease is hereby amended and modified in the following respects, and none other:

(1) The following described area of tidelands is hereby added to the area of tidelands described in said lease, as the same was amended and modified in said agreement of February 1, 1945:

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 239.0 feet to the true point or place of beginning; thence north 50° 50' west a distance of 79.20 feet to a point; thence at right angles north 39° 10' east a distance of 235.85 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 137.87 feet to a point; thence south 25° 05' 30" west a distance of 106.21 feet to a point; thence north 50° 50' west a distance of 101.57 feet to a point; thence at right angles south 39° 10' west a distance of 158.52 feet, more or less, to the true point or place of beginning; containing 29,400 square feet of tideland area; PROVIDED, that no buildings or structures shall be erected or constructed on the northeasterly 20 feet or on the northwesterly 10 feet of the above described premises, and said company hereby agrees to release and vacate the said strips of land at such time as the City deems it necessary to use said strips of land for roadway widening purposes.

(2) The plat marked "Exhibit A," attached to and made a part of said lease, and the plat marked "Exhibit B," attached to and made a part of said amendment of February 1, 1945, are hereby supplemented by a plat attached hereto, entitled "Drawing No. 116-B-4," dated September 16, 1945, marked "Exhibit C," and made a part hereof.

(3) That during the remainder of the term of said lease the Company shall pay as rental for the premises hereinabove described, in addition to the rentals provided in said lease, as amended, the following:

For the period commencing on the date of the execution of this amendment for modification of lease to and including the 28th day of February, 1950, three cents (3¢) per square foot per year;

For the next five-year period commencing on the 1st day of March, 1950, four cents (4¢) per square foot per year;

For the next five-year period commencing on the 1st day of March, 1955, five cents (5¢) per square foot per year;

For the last four-year period commencing on the 1st day of March, 1960, six cents (6¢) per square foot per year.

Except as herein specifically amended, all of the terms and conditions in said lease of February 20, 1941, and said amendment of lease of February 1, 1945, shall remain in full force and effect.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said 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, and the instrument when so executed shall be deemed effective from the date first hereinabove written.

THE CITY OF SAN DIEGO
By EMIL KLIKA

A. BORTHWICK

R. H. VAN DEMAN

Members of the Harbor Commission of The City of San Diego.

(SEAL)
ATTEST:
E. W. SINDELAR
Secretary

SUN HARBOR PACKING COMPANY
By JACK CRIVELLO
President.

I hereby approve the form of the foregoing Agreement for amendment and modification of Tideland Lease this 16 day of October, 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 Modification of Tidelands Lease - Sun Harbor Packing Co.; being Document No. 367040.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. SICK Deputy.

BOND NO. R. L. 111

KNOW ALL MEN BY THESE PRESENTS, That JAMES P. TWOHY, as Principal and NEW YORK CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three Hundred Dollars (\$300.00), lawful money of the United States of America, to be 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 October, 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 labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Building No. T-2819, located at Camp Callan, 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.

JAMES P. TWOHY
Principal.

(SEAL)

NEW YORK CASUALTY COMPANY
Surety.
By H. G. BROWN
Attorney-in-fact

I hereby approve the form of the within Bond, this 25th day of November, 1946.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 26th day of November 1946.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO, }

On this 31st day of October, 1946, before me, Sarah B. Lasky a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared James P. Twohy personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL)
My Commission expires 10-23-48

SARAH B. LASKY
Notary Public in and for the County of San Diego,
State of California

STATE OF CALIFORNIA } ss:
COUNTY OF SAN DIEGO }

On this 31st day of October in the year One Thousand Nine Hundred and 46 before me Sarah B. Lasky a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared H. G. Brown known to me to be the Attorney-In-Fact of the NEW YORK CASUALTY COMPANY, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

(SEAL)
My Commission expires 10-23-48

SARAH B. LASKY
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, County of San Diego, State of California, this ____ day of October, 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 JAMES P. TWOHY, 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 other expense necessary for the wrecking for salvage of materials Building No. T-2819, 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 City Manager, 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 Manager of said City.

That the work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all of 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 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. |
| Carpenter | \$ 1.65 per hour |
| Laborer | 1.15 per hour |
| Foreman to receive not less than \$1.00 above trade classification. | |

For overtime, when the same is permitted by law, one and one-half times the foregoing rates.

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 forty-five days from and after the date of the commencement of said work.

Said City, in consideration of the faithful performance by said contractor or 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 a fixed fee profit above cost of \$125.00 for said building.

That the total estimated cost of said work is \$1,200.00.

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.

JAMES P. TWOHY
Contractor.

I hereby approve the form and legality of the foregoing contract, this 25th day of Nov., 1946.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

Certificate No. 90

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 \$1,931.00

Dated Dec 4, 1946

J. McQUILKEN
R. W. GEFKE

Auditor and Comptroller of the City of San Diego, Calif.

To be paid out of 256 Fund.
Purpose To wreck building No. T-2819
Vendor J. P. Twohy DOC No 367420

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract - James P. Twohy - Wrecking for Salvage Materials Bldg. T-2819 at Camp Callan; being Document No. 367420.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sick Deputy.

PROJECT AGREEMENT - 1947 FISCAL YEAR

FIRST SUPPLEMENTAL MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the city, and the Department of Public Works of the State of California, hereinafter referred to as the department,

WITNESSETH, THAT, WHEREAS, a memorandum of agreement for expenditure of funds accruing during the fiscal year ending June 30, 1947, and allocated under the provisions of Section 194 and Section 195 of the Streets and Highways Code upon streets of major importance, was executed by the city August 6, 1946, and by the department August 13, 1946, providing for the work described herein as project 14; and

WHEREAS, the city now desires that said agreement be amended and has submitted to the department a supplemental budget to provide additional funds for project 13 of the 1946 agreement and for project 14, and to provide funds for additional work designated herein as projects 15, 16, and 17;

NOW, THEREFORE, it is mutually agreed by and between the city and the department that said agreement be amended as follows:

ARTICLE I. PROJECTS

The projects and the estimated expenditures therefor as listed hereinafter constitute the budget heretofore submitted by the city which has been, and is hereby, approved by the department:

| Project | Location | Miles | Description | Amount | |
|---------|--|-------|---|--------------|-------------|
| | | | | 1/4¢ C. S. | 1/4¢ S. H. |
| 13 | Washington St. from Tenth St. to El Cajon Blvd., and from Richmond St. to Campus and Normal Sts. | 0.24 | Acquire right of way grade and pave | | |
| | (a) Work by department: | | Surveys and plans | 5,500.00 | |
| | (b) Work by city: | | Right of way | 200,000.00 | |
| 14 | Adams Ave. at Texas St. and at Ward Rd.; also 30th St. at Laurel St. | | Make bridge inspections | | 750.00 |
| 15 | National Ave. at 33rd St. | | Remove old bridge and construct new bridge over Las Chollas Creek | | |
| | | | Construction | 49,900.00 | |
| 16 | Pacific Highway, Rt. 2, at Balboa Ave. intersection | | Widen, channelize, construct curbs and install traffic signals | | |
| | | | Surveys and plans | | \$ 2,000.00 |
| | | | Right of way | 18,000.00 | 12,000.00 |
| | | | Construction | 17,500.00 | 15,000.00 |
| 17 | Harbor Drive, Rt. 2, at the intersection of 5th Avenue | | Install traffic signals | | |
| | | | Surveys and plans | | 700.00 |
| | | | Construction | 2,500.00 | 5,000.00 |
| Totals | | | | \$294,150.00 | \$34,700.00 |

ARTICLE II. INSPECTION

The department will make the bridge inspections designated in project 14.

ARTICLE III. SURVEYS AND PLANS

The department will make the surveys and plans designated in projects 13(a), 16, and 17.

ARTICLE IV. RIGHT OF WAY

The right of way designated in project 13(b) will be secured by the city. The cost provided for herein includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other

improvements; the payment of any and all damages to property arising by reason of the project; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

The right of way designated in project 15 will be secured by the department. The cost provided for herein includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the payment of any and all damages to property arising by reason of the project; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

ARTICLE V. CONSTRUCTION

The city will construct or cause to be constructed by or under its direct supervision the bridge described in project 15, in accordance with the approved plans, specifications, and estimates therefor.

Plans, specifications, and a detailed estimate of cost shall be submitted to the department for approval before the work is advertised for bids, or before work is started in case of work approved to be done by day labor; and no change may be made in the approved plans or specifications without previous approval of the department.

The work described in project 15 shall be performed by contract unless the performance thereof by day labor shall be approved by the department.

The work shall be done to the satisfaction of the department and shall be subject at all times to inspection and approval by the authorized representatives of the department.

Any city-owned equipment used for the work described in project 15 may be charged for upon a rental basis to cover depreciation and repairs in case rental rates already have been established by the city; otherwise, allowance for depreciation and repairs may be charged for as approved by the department.

The department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 15 and 17, 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 projects 16 and 17 will be performed by contract or by State forces as may be, in the opinion of the department, for the best interests of the city and the department.

Any equipment furnished by the department for the work described in projects 16 and 17 will be charged for at the rental rates established by the department.

ARTICLE VI. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accruing under the provisions of Section 194 of the Streets and Highways Code, are available as follows:

| | |
|---|--------------|
| Unexpended under project 5 (additional) | \$ 5,679.29 |
| Unexpended under project 11 | 117.74 |
| Unexpended under project 12 | 6.94 |
| Accrued and unbudgeted to June 30, 1946 | 576,522.17 |
| Estimated to accrue during the fiscal year ending June 30, 1947 | 301,010.00 |
| Total | \$883,336.14 |

The amount of \$294,150.00 is budgeted to defray the cost of the work described in Article I, and in addition the amount of \$34,700.00 is to be contributed from 1/4 cent State highway funds.

The annual revenue and the amounts provided for the projects listed in Article I are estimated amounts. In the event that the actual revenue or the actual cost of the projects differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

The department hereby delegates to the city the expenditure of the funds provided herein to defray the cost of the work described in projects 13(b) and 15.

As the work progresses on projects 13(b) and 15, the department will forward warrants to the proper city officials for work already accomplished. Payment will be made upon receipt of detailed statements of expenditures made by the city until the State's obligations as set forth herein, after deducting therefrom any expenditures made or to be made by the department for projects 13(a), 14, 16, and 17.

The department will pay the cost of the work described in projects 13(a), 14, 16, and 17 from the funds provided herein.

The amounts provided herein for the projects listed in Article I must not be exceeded, and no moneys shall be expended except for the projects listed in Article I without amending the budget by supplemental agreement. Such supplemental agreement shall be valid only when executed by the city and the department.

All funds allocated under the provisions of Section 194 of the Streets and Highways Code in excess of such funds budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE VII. FINAL REPORTS

The city will submit such reports as required by law in such detail as required by the department. The reports shall show in full all expenditures from all other funds as well as expenditures from the special gas tax street improvement fund.

Within sixty days after completion of each item of the budget described in projects 13(b) and 15, the city will submit to the department a final report of expenditures made for such work.

Expenditures for right of way shall be segregated by parcels and payment for each parcel analyzed as follows:

- (1) Value of land taken.
- (2) Severance damages less benefits.
- (3) Moving improvements.
- (4) Damages by change of grade, etc.

Where removing, restoring, or altering improvements is not included in the payment for the land, the expenditures for such items shall be reported for each parcel or ownership. The report shall also show expenditures for salary of right of way agent and miscellaneous expenditures such as title reports, agent's expense account, automobile operation, etc.; these expenditures being analyzed by the four objects:

- (1) Salaries and wages.
- (2) Materials and supplies.
- (3) Service and expense
- (4) Equipment rental.

The report for preliminary engineering, surveys and plans, shall show the work accomplished and shall be analyzed by the four objects:

- (1) Salaries and wages.
- (2) Materials and supplies.
- (3) Service and expense.
- (4) Equipment rental.

The report for construction, improvement, or other specific projects, shall show payments to the contractor detailed by contract items showing quantity, unit, item, unit price, and amount; and the amount paid for any materials, supplies, labor, or equipment furnished by the city for use on the contract. Expenditures for work performed by day labor shall be detailed to show the quantity for each item of work, the unit cost, and amount.

The department will submit to the city a report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon streets of major importance.

Within sixty days after completion of each item of the budget described in projects 13(a), 14, 16, and 17, the department shall submit to the city a final report of expenditures made for such work.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

No State officer or employee shall be liable for anything done or omitted to be done by the City in the performance of any work delegated to the City under this agreement. The City shall, in the event any claim is made against any State officer or employee by reason of such work, indemnify and hold harmless such officer or employee from any damage or liability by reason of any such claim.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 29th day of October, 1946, and the Department on the 13th day of November, 1946.

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

Approved as to form and procedure:
C. C. CARLETON
Chief Attorney

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
By J. G. STANDLEY
Principal Assistant Engineer

Approved as to form 10/31/46.
J. F. DuPAUL, City Attorney
By MOREY S. LEVENSON
Asst. City 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 Streets of Major Importance; being Document No. 367152.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. SICK Deputy.

PROJECT AGREEMENT - 1945-47 BIENNIUM

FOURTH 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 third 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 July 30, 1946, and by the department August 20, 1946, providing for the work described herein as projects 48, 55(a), 55(b), 56, and 57; 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 55(b) and to provide funds for additional work designated herein as projects 58 and 59;

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 | |
|-------------------------|--|-------|------------------------------------|--------------|------------|
| | | | | 1/4¢ S. H. | 1/4 ¢ C.S. |
| 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 | |
| | Route 77 (new location) | 0.55 | July 1, 1945, to | funds) | |
| | Route 200 | 5.37 | June 30, 1947 | | |
| | Route 2 | 21.43 | | | |
| | Route 12 | 14.87 | Paint traffic | (City | |
| | Route 77 | 1.23 | stripes | funds) | |
| | Route 200 | 5.75 | | | |
| (b) Work by department: | | | | | |
| | Route 2 | 21.43 | General maintenance, | 37,500.00 | |
| | Route 200 | 0.38 | July 1, 1945, to | 500.00 | |
| | | | June 30, 1947 | | |
| | 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 | |
| 57 | Pacific Highway, rt. 2, at Laurel St. | | Acquire right of way | 4,500.00 | |
| 58 | Pacific Highway, rt. 2, at Balboa Ave. intersection | | Channelize and install traffic signals | | |
| | | | Surveys and plans | 2,000.00 | |
| | | | Right of way | 12,000.00 | \$18,000.00 |
| | | | Construction | 15,000.00 | 17,500.00 |
| 59 | Harbor Drive, State highway route 2, at the intersection of 5th Ave. | | Install traffic signals | | |
| | | | Surveys and plans | 700.00 | |
| | | | Construction | 5,000.00 | 2,500.00 |
| | | | Totals | \$340,125.00 | \$38,000.00 |

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), shall be performed by or under the direct supervision of the department.

By arrangement with the City Manager, the City has performed sweeping and cleaning for that portion of Pacific Highway and Harbor Drive, State highway route 2, which is curbed and paved from curb to curb. This includes the portion from the San Diego River southerly to 5th Street and Harbor Drive.

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 projects 56, 58, and 59.

ARTICLE IV. RIGHT OF WAY

The right of way designated in projects 57 and 58 will be secured by the department. The cost provided for herein includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the payment of any and all damages to property arising by reason of the projects; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

ARTICLE V. CONSTRUCTION

The department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 48, 58, and 59, 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 projects 48, 58, and 59 will be performed by contract or by State forces as may be, in the opinion of the department, for the best interests of the city and the department.

Any equipment furnished by the department for the work described in projects 48, 58, and 59 will be charged for at the rental rates established by the department.

ARTICLE VI. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accruing under the provisions of Section 203 of the Streets and Highways Code, are available as follows:

| | |
|---|-------------------|
| Unexpended under project 33 | \$ 4,641.92 |
| Unexpended under project 46(f) | 228.05 |
| Unexpended under project 51(b) | 343.40 |
| Unexpended under project 53 | 7,149.81 |
| Unexpended under project 54 | 3,170.03 |
| Accrued and unprogrammed to June 30, 1945 | 154,334.02 |
| Estimated to accrue, 1945-47 biennium | <u>459,200.00</u> |
| Total | \$639,067.23 |

The amount of \$340,125.00 is programmed to defray the cost of the work described in Article I and, in addition, the amount of \$38,000.00 is to be contributed from 1/4¢ city street funds.

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), 56, 57, 58, and 59 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 VII. FINAL REPORTS

The city will submit reports of expenditures in such detail as required by the department. The reports shall show in full all expenditures from 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, 56, 57, 58, and 59, the department shall submit to the city a final report of expenditures made for such work.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

The Department of Public Works hereby delegates to the city such administrative powers, jurisdiction, and authority as are vested by law in the department to regulate and control the 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 October, 1946, and the department on the 13th day of November, 1946.

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

Approved as to form and
procedure:
C. C. CARLETON
Chief Attorney

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
By J. G. STANDLEY
Principal Assistant Engineer

Approved as to form 10/31/46.
J. F. DuPAUL, City Attorney
By MOREY S. LEVENSON
Asst. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Fourth Supplemental Memorandum of Agreement for Expenditure of 1/4 Cent Gas Tax for State Highways; being Document No. 357153.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS:

That we, THE PERMUTIT COMPANY of 330 West 42nd Street, New York, N.Y., (hereinafter called the Principal) as principal, and the NATIONAL SURETY CORPORATION, a New York corporation of 110 John Street, New York, N.Y. (hereinafter called the Surety) as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California (hereinafter called the Obligee) in the penal sum of FIVE THOUSAND SEVEN HUNDRED NINETY AND 00/100 (\$5,790.00) DOLLARS (which sum is hereby agreed to be the maximum liability hereunder) lawful money of the United States of America, well and truly to be paid, and for the payment of which we and each of us hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Signed, sealed and dated this 7th day of November, 1946.
WHEREAS, the principal has entered into a contract with the obligee for furnishing and delivering to said City Plant, control equipment and appurtenance in accordance with the plans and specifications referred to in the contract.

WHEREAS, under the terms of said contract, the principal must furnish to the obligee a bond conditioned for the efficient operation of the above mentioned equipment.

NOW, THEREFORE, the condition of this obligation is such that if the principal shall well and truly indemnify the obligee from and against all loss, cost, damage and expense to which it may be put by reason of the inefficient operation of said equipment as called for in the contract, then this obligation shall be void, otherwise to remain in full force and effect.

The term of this bond shall be for a period of one year beginning at the completion of said contract.

Countersigned at San Diego
California this 19th day of (SEAL)
November, 1946,
CARR BEEBE
Attorney-in-fact.
for National Surety Corporation

THE PERMUTIT COMPANY
H. W. FOULDS
H. W. Foulds, President

NATIONAL SURETY CORPORATION
By JOSEPH WHITEHEAD
Attorney-in-fact
And: GEORGE K. SNEDEN
Attorney-in-fact

APPROVED NOV 21 1946 F. A. RHODES City Manager

I hereby approve the form of the within Bond, this 20th day of November, 1946.
J. F. DuPAUL City Attorney
By J. H. MCKINNEY
Deputy City Attorney

KNOW ALL MEN BY THESE PRESENTS, That THE PERMUTIT CO., 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, seven hundred ninety dollars (\$5,790.00), lawful money of the United States of America, to be 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 7 day of November, 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 plant control equipment and appurtenances; 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:
WM. J. O'PREY
Wm. J. O'Prey Secretary

THE PERMUTIT CO.,
Principal.
By H. W. FOULDS
H. W. Foulds President

I hereby approve the form and legality of the foregoing contract this 20 day of November, 1946.

J. F. DePAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

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(SEAL)
ATTEST:
WALTER PRATZ
Walter Pratz Attorney-in-Fact

NATIONAL SURETY CORPORATION
By S. M. R. WRIGHTSON Attorney-in-Fact
Countersigned by (S.M.R. Wrightson
CARR BEEBE (Attorney-in-Fact

I hereby approve the foregoing bond this 20 day of November, 1946.

ATTEST: (SEAL)
FRED W. SICK
City Clerk

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 21st day of November, 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 THE PERMUTIT 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:

Plant control equipment and appurtenances; all in accordance with Schedule III of the instructions and conditions, specifications and drawings contained in Document No. 362855, on file in the office of the City Clerk of said City; true copies of which said instructions and conditions, specifications and drawings are hereto annexed, by reference thereto incorporated herein and made a part hereof as though fully set forth herein.

Said contractor hereby agrees to furnish and deliver the said plant control equipment and appurtenances at and for the following prices, to-wit:

| Item No. | Description, quantity | Amount |
|--------------------|---|-------------|
| 3-1 | Eight sets of filter control equipment (Mark F-7) for the hydraulic valves and sluice gates including control valves, manifolds, operating handles, and valve position indicators complete with appurtenances, for the lump sum of | \$ 4,687.00 |
| 3-2 | Eight sets of control equipment (Mark Z-9) for semi-automatic regeneration of the zeolite softeners, including control valves, manifolds, operating handles, valve position indicators, complete with electrical and hydraulic appurtenances, for the lump sum of | \$15,728.00 |
| 3-3 | Control equipment for operating hydraulic gate valves and sluice gates in the plant by-pass and influent lines, at the mixing basin inlets, and in the by-pass structure as follows: (a) One manually-operated, four-way pilot valve for the 42-inch gate valve in the plant by-pass line (Mark P-2) (b) One manually-operated, four-way pilot valve for the 83-inch by 78-inch sluice gate in the plant influent line (Mark-P-3). (c) Four manually-operated, four-way pilot valves for the 48-inch by 50-inch sluice gates at the inlets to the mixing basins (Mark P-4). (d) One motor-operated, four-way pilot valve with weatherproof housing for the 54-inch by 54-inch sluice gate in the by-pass structure (Mark P-5) All of the foregoing under Item 3-3, for the lump sum of | \$ 1,375.00 |
| 3-4 | Two liquid-level indicators with electric transmitters and receivers, electrically-actuated indicating and recording instruments, and appurtenances. One indicator for the regulating reservoir (Mark R-4) and the other indicator for the filtered brine storage tank (Mark B-8), for the lump sum of | \$ 1,357.00 |
| Total, Schedule 3, | | \$23,157.00 |

Said prices do NOT include the California State Sales Tax, and are subject to the PRICE ADJUSTMENT CLAUSE contained in Document No. 362855, on file in the office of the City Clerk of said City.

Said contractor agrees to deliver said plant control equipment and appurtenances within 300 days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said plant control equipment and appurtenances, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor undertaken and agreed upon, and the acceptance of said equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of Twenty-three thousand one hundred fifty-

seven dollars (\$23,157.00), plus the California State Sales Tax, subject to the said Price Adjustment Clause.

Payment for said equipment will be made in accordance with purchase order and delivery.

In entering into this contract, it is clearly understood by both parties hereto that conditions subsequently may rise 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 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. 83939 of the Council authorizing such execution, and the contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

(SEAL)
ATTEST:

FRED W. SICK
City Clerk

THE CITY OF SAN DIEGO.
By F. A. RHODES
City Manager.

ATTEST:

WM. J. O'PREY
Wm. J. O'Prey Secretary

THE PERMUTIT COMPANY
H. W. FOULDS
H. W. Foulds President Contractor.

I hereby approve the form and legality of the foregoing contract this 20th day of November, 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 The Permutit Company for Furnishing Venturi Meters, Rate of Flow Controllers, Propeller-Type Meters, and Plant Control Equipment for Alvarado Filtration Plant; being Document No. 367243.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. A. Rhodes Deputy.