

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 Oblige) in the penal sum of ONE THOUSAND FOUR HUNDRED EIGHTY AND 00/100 (\$1,480.00) 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 8th 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.

THE PERMUTIT COMPANY
H. W. FOULDS
H. W. Foulds, President

Countersigned at San Diego
California this 19th day of (SEAL)
November 1946,
CARR BEEBE
Attorney-in-fact
for National Surety Corporation.

NATIONAL SURETY CORPORATION
By JOSEPH WHITEHEAD
Attorney-in-Fact
and GEORGE K. SNEDEN
Attorney-in-Fact

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 COMPANY, a corporation, as Principal and NATIONAL SURETY CORPORATION a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand four hundred eighty Dollars (\$1480.00), lawful money of the United States of America, to be 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 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 three brine pressure filters and one household-type water softener 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:
WILLIAM J. O'PREY
William J. O'Prey, Secretary

THE PERMUTIT COMPANY
H. W. FOULDS
H. W. Foulds, President. Principal.

ATTEST:
WALTER PRATZ
Walter Pratz, Attorney-in-Fact

(SEAL)
NATIONAL SURETY CORPORATION
By S. M. R. Wrightson
S. M. R. Wrightson, Attorney-in-Fact.
Countersigned by
Carr Beebe

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

I hereby approve the foregoing bond this 20 day of Nov 1946.

ATTEST:
FRED W. SICK
City Clerk

(SEAL)

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:

Three (3) 78-inch, tank-type pressure filters (Mark Z-7), for the softener regenerating brine, complete with filter media, control systems, flow indicators, and immediate piping;

One (1) household-type, automatic water softener (Mark H-3), for furnishing softened plant service water complete with the softening unit, softening mineral, regenerating unit, operating unit, and control meter:

All as particularly and in detail set forth and described in the specifications therefor contained in Document No. 353585, on file in the office of the City Clerk of said City. That true copies of the said specifications are hereto annexed, by reference thereto incorporated herein and made a part hereof as though fully set forth herein.

Said contractor agrees to furnish and deliver the said brine pressure filters and household-type water softener, above described, at and for the following prices, to-wit:

Item No.	Description quantity and price	Amount
1-1	Three 78-inch tank-type pressure filters (Mark Z-7) for the softener regenerating brine, complete with filter media, control systems, flow indicators, and immediate piping, at \$1550.00 per filter -	\$ 4,950.00
1-2	One household-type, automatic water softener (Mark H-3) for furnishing softened plant service water complete with the softening unit, softening mineral, regenerating unit, operating unit, and control meter, for the lump sum of	\$ 970.00

Said prices do NOT include the California State Sales Tax, and are subject to the PRICE ADJUSTMENT CLAUSE contained in Document No. 353585, 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 brine pressure filters and household-type water softener within 100 days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said brine pressure filters and household-type water softener, 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 Five thousand nine hundred twenty dollars (\$5,920.00) plus the California State Sales Tax, subject to the said Price Adjustment Clause.

Payment for said brine pressure filters and household-type water softener 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. 83598 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:
FRED W. SICK
City Clerk

(SEAL)

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

ATTEST:
WILLIAM J. O'PREY
William 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, 1945.

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

CT #12

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 \$5,068.00

Dated July 22, 1945.

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 The Permutit Co. (3 Brine Pressure Filters & 1 Water Softener)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The Permutit Company for Furnishing Brine Pressure Filters and a Household-Type Water Softener for Alvarado Filtration Plant; being Document No. 357244.

FRED W. SICK
City Clerk of The City of San Diego, California.
By James L. Tetter Deputy.

U. S. War Assets Administration,
215 W. 5th. St.,
Los Angeles, Calif.
Attention: Louis H. Goss, Property Manager

San Diego, California
Nov. 26 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 and maintain a temporary driveway entrance on the easterly side of Pacific Highway, State Highway Road XI-SD-2-SD about station 455 for access to former Parts Plant Consolidated-Vultee, as shown on the attached sketch and as further described herein.

All work shall be back of existing curb line.

The constructed driveway shall not interfere with the proper drainage of the highway.

All grades, elevations, materials and warning and safety devices shall be satisfactory to State Highway Maintenance Superintendent, Mr. Morris Mitchell of San Diego.

Except as otherwise provided herein, the work shall conform to the design and construction shown on the attached sheets titled "Standard Driveways".

The surface may be asphaltic concrete.

The surface of the driveway, within the State Highway right of way, shall thereafter be maintained by the Permittee in a condition safe to the public.

In accepting this permit, the Permittee assumes the full responsibility for any damage to persons or property, arising from inadequate maintenance to the portion of highway affected by the encroachment granted herein.

The frontage except at driveways authorized by permit shall be maintained permanently closed to vehicular traffic by some physical obstruction.

Your attention is called to the General Provisions numbered 1-19 and 43-45, inclusive, printed herein.

After six months from date of permit, the use of the driveway shall be discontinued and the concrete curb and sidewalk promptly restored by the Permittee.

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, 1947.

CC:GTM:HSC:MM:Permittee-

Approved by the City of San Diego

By F. A. RHODES

Date Nov 27 1946

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

G. T. McCOY

State Highway Engineer

Original Signed by

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 U. S. War Assets Administration for Driveway Entrance on easterly side of Pacific Highway for Access to former Parts Plant Consolidated-Vultee; being Document No. 367475.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Francis T. Tatten Deputy.

A G R E E M E N T

FOR DELIVERY OF WATER FOR FIRE FIGHTING PURPOSES AT EDGEWOOD FARM

THIS AGREEMENT made and entered into this 25th day of November, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, California, hereinafter called the City, and the COUNTY OF SAN DIEGO, a public corporation and political subdivision of the State of California, hereinafter called the County;

WITNESSETH:

WHEREAS, the City is the owner of a municipal water supply system, maintained by said City for the purpose of furnishing its inhabitants with water for domestic and other municipal uses, and maintains and utilizes a main water pipe line outside the territorial limits of said City connecting the impounding and developing system of said City water system with the distribution lines of said City within said City in the vicinity of the hereinafter described Edgewood Farm, which said pipe line is known as the El Capitan Line; and

WHEREAS, the County owns, maintains and provides a hospital and home for the indigent, poor and sick people of said County which is known as Edgewood Farm, and, in connection with said hospital and home, said County has provided and is now maintaining various structures, buildings and improvements which are in need of fire protection; and

WHEREAS, both City and County, through their respective legislative bodies, are of the opinion that the public interest, needs and convenience of both City and County will be subserved by permitting said County, in the event of an emergency caused or created by fire, to secure water from said water main of said City for fire protection purposes for the buildings, structures and improvements located on said Edgewood Farm under the terms and conditions hereinafter provided; NOW, THEREFORE,

IT IS MUTUALLY UNDERSTOOD AND AGREED as follows:

1. That the City will forthwith construct and install at the County's expense, as hereinafter provided, a water tap, including a side outlet valve and detector meter, or outlet on the said El Capitan pipe line at a point on said line selected by the hydraulic engineer of said City, but conveniently located to accomplish the purpose hereinafter set forth, and permit thereafter the County to connect with said tap a water main and pipe line which shall thereafter be used by said County exclusively for fire fighting purposes in the supplying of water for the extinguishment of fires which may endanger the safety of people residing on, and the structures and improvements maintained and located by said County on the said Edgewood Farm hereinafter described.

2. The City agrees to furnish to said County, and to permit said County to use water from said El Capitan pipe line for said protection above described of said people and property at said Edgewood Farm against danger and injury which may be occasioned by fire.

3. In consideration of the foregoing, the County agrees to construct the main to be used by said County for said fire protection purposes at its own expense, and, in connection therewith, provide, furnish and maintain, at all times during the life of this agreement, adequate devices on said water main to prevent backflow, together with a detector check which will comply, in all respects, with the rules, regulations and requirements of the Department

of Water of said City, and which shall be designed and suitable for the purpose of disclosing any pipe line leakage or an improper use of water and, in addition thereto, to install and maintain a concrete valve and detector meter.

4. The County further agrees to pay to said City the sum of \$515.00 to compensate said City for the work of installing and providing the side outlet valve and detector meter, and, in addition thereto, to pay to said City the sum of \$16.00 per month for standby service required by this agreement to be maintained by said City in connection with the accomplishment of the public purpose herein defined and set forth; in addition thereto, said County agrees to pay for all water used by said County in the extinguishment of fires at rates established by Ordinance of said City for furnishing of water for agricultural purposes.

5. It is also understood and agreed by the parties hereto that if, and in the event the public interest and convenience of said City should require the abandonment, removal and salvage of the El Capitan pipe line hereinabove described, that the relocation thereof at a point or place for location which will make it convenient and practicable for said City to supply water for the public purposes hereinabove set forth, then, and in that event this agreement shall remain in full force and effect, provided that the County at its own expense and under the supervision of the City makes a connection in accordance with items three (3) and four (4) herein at the new location. And, in the event that the point or place of location of said new line will make it inconvenient and impracticable for said City to supply water for the public purposes hereinabove set forth, then, and in that event the County agrees to disconnect and remove said water main upon notice from said City, and upon receipt of said notice from said City then, and in that event this agreement shall become of no force and effect, and the obligation of said City to supply water from said connection from said El Capitan pipe line shall determine and cease.

IN WITNESS WHEREOF, the City has, by Resolution of its Council, caused this Agreement to be executed on behalf of said City by the Manager of said City, by attaching his signature thereto, and the County has caused this agreement to be executed on behalf of said County by the signatures of a majority of the Board of Supervisors of said County, first authorized by Resolution of said Board of Supervisors.

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

COUNTY OF SAN DIEGO,
By DeGRAFF AUSTIN
DAVID W. BIRD
JAMES A. ROBBINS
DAN ROSSI
DEAN E. HOWELL
Members of the Board of Supervisors.

I hereby approve the form of the foregoing contract, this 25 day of November, 1946.

J. F. DuPAUL, City Attorney,
J. F. DuPAUL

I hereby approve the form of the foregoing contract, this 25th day of November, 1946.

THOMAS WHELAN, District Attorney,
By F. T. DUNN
Assistant District Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Delivery of Water for Fire Fighting purposes at Edgemoor Farm; being Document No. 367524.

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

LEASE

THIS INDENTURE OF LEASE, made and entered into this 1st day of December, 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 M. H. GOLDEN CONSTRUCTION COMPANY, a California corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows, 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 334.46 feet southeasterly from Government Station No. 185, said point of beginning being the most southerly corner of that tideland parcel now leased to Shepherd Diesel Marine; thence in a general northerly direction following along the boundary line of the said parcel now leased to Shepherd Diesel Marine, the following courses and distances: first, North 33° 09' east a distance of 200 feet; thence north 56° 51' west a distance of 139.42 feet; thence north 39° 17' east a distance of 212.53 feet to the most easterly corner of said parcel leased to Shepherd Diesel Marine; thence continuing north 39° 17' east a distance of 54.86 feet to a 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 30.49 feet to the curve's point of ending; thence tangent to said curve south 53° 22' 55" east a distance of 159.09 feet to the point of beginning of a curve concave to the north, having a radius of 59.43 feet; thence southeasterly along the arc of said curve an arc distance of 8.88 feet to a point of compound curve, said compound curve having a radius of 101.15 feet and the center of which bears north 28° 03' 25" east; thence easterly along the arc of said compound curve an arc distance of 77.80 feet to a point of reverse curve, said reverse curve having a radius of 216.292 feet, the center of which bears south 16° 00' 53" east; thence easterly along the arc of said reverse curve an arc distance of 27.88 feet to a point; thence leaving said reverse curve south 33° 09' west a

distance of 528.67 feet, more or less, to an intersection with the said U. S. Bulkhead Line; thence north 56° 51' west along the said U. S. Bulkhead Line a distance of 165 feet, more or less, to the point or place of beginning, containing 114,960 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 349.46 feet southeasterly from Government Station No. 185; thence following along the said U. S. Bulkhead Line, south 56° 51' east a distance of 150 feet to a point; thence at right angles south 33° 09' west a distance of 700 feet 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 Pierhead Line a distance of 150 feet to a point; thence at right angles north 33° 09' east a distance of 700 feet to the point or place of beginning.

The lands hereinabove described being shown on the map or plat thereof, designated as Drawing No. 156-B-2, dated October 25, 1945, attached hereto, marked "Exhibit A," and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for a period commencing on the date of the execution of this lease, and ending on the 14th day of April, 1967, unless sooner terminated as herein provided, at the following rentals:

FOR PARCEL NO. 1:

For the period commencing on the date of the execution of this lease, and ending on the 14th day of April, 1947, the sum of one cent (1¢) per square foot per year;

For the next five (5) years, commencing on the 15th day of April, 1947, the sum of three cents (3¢) per square foot per year;

For the next five (5) years, commencing on the 15th day of April, 1952, the sum of four cents (4¢) per square foot per year;

For the next five (5) years, commencing on the 15th day of April, 1957, the sum of five cents (5¢) per square foot per year; and

For the next five (5) years, commencing on the 15th day of April, 1962, 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 due and payable monthly in advance on the first day of each and every month during the term of this lease.

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

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

(1) That the demised premises hereinabove described as Parcel No. 1 shall be used only and exclusively for the purpose of casting concrete piling thereon, the repair and storage of equipment, and the storage of material in connection with the general contracting business of lessee.

(2) That the demised premises hereinabove described as Parcel No. 2 shall be used only and exclusively for the construction and maintenance thereon of a wharf, and such other structures as may be necessary or convenient for conducting and carrying on said general contracting business.

(3) 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 all 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 as Parcel No. 1, 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.

(4) That in the event a bulkhead is built and dredging done in the vicinity of said leased lands before the expiration of the term of this lease, the lessee shall remove any and all structures, including wharves, erected on said premises at its own cost and expense.

(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 that the lessee will remove any structures or buildings placed or erected on said demised premises by the said lessee as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at its own cost and expense, and without any claim or right to damages or compensation therefor; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(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 said leased lands hereinabove described.

(7) The Council of said City and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, upon the payment to said lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to compensation for the actual value at the time of said annulment, change or modification of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are authorized or permitted under the terms of this lease, but shall not be held to include or require compensation to be paid in any amount to the lessee for any damage to or interference with the loss of business or franchise occasioned by any such annulment, change or modification.

(8) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the lessor requiring it to comply with the provisions of this lease in any and all respects wherein the lessee may be in default, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and said lessee shall thereupon forthwith remove from said premises and shall have no further right or claim thereto, and said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and thereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(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.

Upon the effective date of this lease the lease heretofore entered into between The City of San Diego and M. H. Golden, dated April 15, 1942, and on file in the office of the City Clerk of said City under Document No. 337880, shall terminate and be of no force or effect, save only that there shall be an adjustment between the City and the lessee of any rentals payable or paid under the said lease.

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

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

THE CITY OF SAN DIEGO

Lessor.

By EMIL KLIKA
A. BORTHWICK
R. H. VAN DEMAN
Members of the Harbor Commission
of the City of San Diego.

M. H. GOLDEN CONSTRUCTION COMPANY
Lessee.

By M. H. GOLDEN

ATTEST:

KENNETH H. GOLDEN

I hereby approve the form of the foregoing Lease this 3rd day of December, 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 Tidelands Lease - M. H. Golden Construction Co.; being Document No. 357569.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Francis T. Totten Deputy.

AGREEMENT FOR MODIFICATION OF TIDELAND LEASE

THIS AGREEMENT, made and entered into this 1st day of December, 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 members of the Harbor Commission of said City, first party, and SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the Company, WITNESSETH:

WHEREAS, The City of San Diego, as lessor, and said San Diego Gas & Electric Company, as lessee, heretofore on the 14th day of August, 1941, entered into a lease of certain tidelands of said City, which said lease is on file in the office of the City Clerk of said City as Document No. 331920, and recorded in Book 12, page 253, et seq., Records of said City Clerk; and

WHEREAS, said City and said Company are mutually desirous of amending and modifying said lease whereby certain additional areas of land shall be added to the premises described in said lease;

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

(1) The description of the premises leased, as the same is set forth on pages 1 and 2 of said lease, is hereby changed to read as follows:

"PARCEL NO. 1:

Subsurface rights beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 847.06 feet southeasterly from Government Station No. 185; thence north 33° 09' east a distance of 529.92 feet to the true point or place of beginning; thence continuing north 33° 09' east a distance of 30.17 feet to a point, said point being 60' southwesterly from the center line of The Atchison, Topeka and Santa Fe Railway right-of-way; thence south 50° 40' 35" east on a line which is parallel to and distant 60 feet southwesterly from the center line of the Atchison, Topeka and Santa Fe Railway right-of-way, a distance of 325.73 feet to a point; thence south 55° 34' 55" west a distance of 33.45 feet to a point; thence north 50° 40' 35" west a distance of 307.69 feet, more or less, to the true point or place of beginning, containing an area of 9,500 square feet.

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 847.06 feet southeasterly from Government Station No. 185; thence north 33° 09' east a distance of 529.92 feet to a point; thence south 50° 40' 35" east a distance of 307.69 feet to a point; thence south 55° 34' 55" west a distance of 104.19 feet to a point; thence south 33° 09' west a distance of 408.86 feet, more or less, to an intersection with the said U. S. Bulkhead Line; thence north 56° 51' west along the said U. S. Bulkhead Line to the point or place of beginning, containing an area of 131,728 square feet.

PARCEL NO. 3:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 847.06 feet southeasterly from Government Station No. 185; thence continuing along the said bulkhead line south 56° 51' east a distance of 175 feet to a point; thence at right angles south 33° 09' west a distance of 700 feet to an intersection with the U. S. Pierhead Line, as said U. S. Pierhead Line is now established for the Bay of San Diego; thence north 56° 51' west along the said pierhead line a distance of 175 feet to a point; thence at right angles north 33° 09' east a distance of 700 feet to the point or place of beginning."

(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 the amendment of said lease dated March 19, 1942, are hereby supplemented by a plat attached hereto, entitled, "Drawing No.

146-B-3." dated May 28, 1946, 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 premises described as "Parcel 1," Parcel 2," and Parcel 3:"

FOR PARCEL NO. 1:
For the period commencing on the date of the execution of this amendment for modification of lease to and including the 31st day of August, 1951, one cent (1¢) per square foot per year;
For the next ten (10) years of said term, two cents (2¢) per square foot per year;
For the next five (5) years of said term, two and one-half cents (2-1/2¢) per square foot per year.

FOR PARCEL NO. 2:
For the period commencing on the date of the execution of this amendment for modification of lease to and including the 31st day of August, 1956, three cents (3¢) per square foot per year;
For the next five-year period of said term, four cents (4¢) per square foot per year;
For the next five-year period of said term, five cents (5¢) per square foot per year.

FOR PARCEL NO. 3:
The sum of twenty-five dollars (\$25.00) per month.
For the last twenty-five (25) year period of said term, the rentals to be paid upon Parcel No. 1 and Parcel No. 2 shall be agreed upon by The City of San Diego and said Company; provided, that if an agreement cannot be reached then the matter shall be determined by submission to a Board of Arbitrators consisting of three members. One arbitrator shall be selected by the City and one arbitrator by the Company, and the two arbitrators so selected shall select a third. The decision of such board shall be final, and both the City and the Company shall be bound thereby.

(4) The following paragraph set forth on page 3 of said lease, reading as follows:
"In addition to the premises hereinabove leased, there is hereby granted to the lessee, for the term of this lease, the right and privilege to construct and maintain a bulkhead extending into the Bay from Parcel No. 2, and the lessee shall pay therefor, in addition to the rentals hereinabove reserved, the sum of twenty-five dollars (\$25.00) per month."
is hereby eliminated from said lease.

(5) Paragraph numbered "(1)", set forth on pages 4 and 5 of said lease, is hereby changed to read as follows:
"(1)" That the demised subsurface rights hereinabove described as Parcel No. 1 shall be used only and exclusively for the purpose of installing and maintaining circulating water tunnels, pipelines, conduits, and such other appurtenances and facilities as may be required for the conduct of the business of the Company between its Silver Gate generating station and the facilities to be erected upon Parcel No. 2.
The City reserves the right to open and maintain through said Parcel No. 1 a road and necessary sewer, water and railway spurs; provided, however, that the installation by the City of any such sewer and water lines shall be done in such manner as not to interfere with the installations of the Company.
That the demised premises hereinabove described as Parcel No. 2 shall be used only and exclusively for the purpose of constructing and maintaining thereon buildings and equipment necessary and convenient in and about the operation of the Company's public utility business; PROVIDED, however, that no buildings or structures shall be erected or constructed on the northeasterly 20 feet of the leased premises described in Parcel No. 2; 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.
Said Company further agrees to allow the Kelco Company to continue to operate and maintain the existing spur track which crosses the said leased premises.
That the demised premises hereinabove described as Parcel No. 3 shall be used only and exclusively for the construction, maintenance and operation of a wharf and bulkhead, and such other structures as may be necessary and convenient in and about the operation of the Company's public utility business."
Except as herein specifically amended, all of the terms and conditions in said lease of August 14, 1941, shall remain in full force and effect.

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

This instrument, when so executed, shall be deemed effective from the date first hereinabove written. This instrument is executed in duplicate, both of which shall be deemed originals.

(SEAL)
ATTEST:
C. C. MAY
Asst. Secretary

APPROVED AS TO FORM:
LUCE, FORWARD, LEE
& KUNZEL By HJ

THE CITY OF SAN DIEGO
By EMIL KLIKA
A. BORTHWICK
R. H. VAN DEMAN
Members of the Harbor Commission.

SAN DIEGO GAS & ELECTRIC COMPANY.
By E. D. SHERWIN
Vice President

I hereby approve the form of the foregoing Agreement for Modification of Tideland Lease this 3rd day of December, 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 Modification of Tidelands Lease - San Diego Gas and Electric Co.; being Document No. 367570.

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

L E A S E
THIS INDENTURE OF LEASE, made and entered into this 1st day of December, 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 DAVID LEVY, 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 building located on the 28th Street Landing, in said City, covering approximately 1450 square feet of said building, as particularly shown upon Harbor Department Drawing No. 94-B, attached hereto, marked "Exhibit A," and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof for a period of ten (10) years beginning on the 1st day of December, 1946, and ending on the 30th day of November, 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 five per cent (5%) of the total gross receipts derived from the operation of a restaurant or lunch room on said premises, whichever sum is greater.

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 amounts 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.

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 the demised premises shall be used for the purpose of conducting and maintaining a restaurant and/or lunch room therein.

(3) That the lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease he shall 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, except that the City will keep the exterior of said building in a reasonably good state of repair during the term of this lease.

(5) That the lessee shall not keep or permit to be kept by any one on the demised premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

(6) That the lessee shall pay for all water, electric current and gas used upon said premises.

(7) 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.

(8) 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.

(9) 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 and trade fixtures as the lessee may have installed in or upon the leased premises.

(10) 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 and trade fixtures installed in the leased 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 KLICKA
A. BORTHWICK
R. H. VAN DEMAN
Members of the Harbor Commission
of the City of San Diego.

DAVID LEVY
Lessee.

I hereby approve the form and legality of the foregoing Lease this 7th day of Nov., 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 Tidelands Lease - David Levy; being Document No. 367589.

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

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 27th 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 City 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 any and 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 IV, extending from Grossmont Tunnel to Alvarado Filtration Plant, in the County of San Diego, California, as per Schedule IV 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 30th day of September, 1946, marked Document No. 365738, 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)	\$ 10.80
Carpenter, Journeyman	13.20
Cement Finisher	14.20
Fireman and Oiler	10.60
Iron Worker, Reinforcing	14.20
Laborer, Unskilled	9.20

Painter, Journeyman	\$ 13.20	
Plumber	16.00	
Powderman	12.00	
Power Equipment Operators:		
Air Compressor	11.60	
Bulldozer	13.60	
Crane, Derrick	15.20	
Dragline & Shovel	15.20	
Mixer, Skip Type	12.60	
Motor Patrol	14.60	
Pavement Breaker	13.20	
Pumps	11.60	
Roller	13.20	
Tractor	13.60	
Tractor, with Boom Attachments	13.60	
Trenching Machine	14.20	
Truck Driver, Less than 6 tons	9.80	
Truck Driver, 6 to 10 tons	10.00	10.40
Truck Driver, 15 to 20 tons	11.00	
Truck Driver, 20 tons or more	12.60	
Truck Driver, Dump Truck, less than 4 yds.	9.80	
Truck Driver, Dump Truck, 4 to 8 yds.	10.00	
Truck Driver, Dump Truck, 8 to 12 yds.	10.40	
Truck Driver, Dump Truck, 12 to 16 yds.	11.00	
Truck Driver, Dump Truck, 16 yds. or more	12.60	
Sandblaster (Nozzleman)	12.60	
Sandblaster (Pot Tender)	10.60	
Welder & Fitter, Pipe Line	16.00	
Welder & Fitter's Helper, Pipe Line	10.00	

Foreman to receive not less than \$1.40 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.

For overtime, when the same is permitted by law, not less than 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, not less than 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 laws, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

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

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

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of The City of San Diego, under and pursuant to a resolution authorizing such execution, and the Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
WALTER W. AUSTIN
ERNEST J. BOUD
Members of the Council

(SEAL)
ATTEST:
FRED W. SICK
City Clerk

AMERICAN PIPE AND CONSTRUCTION CO.
By ROBERT T. EDWARDS, Vice President
Contractor

(SEAL)
ATTEST:
J. M. MacADAM
Secretary

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph).

I hereby approve the form and legality of the foregoing contract, this 27th day of 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

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE AND CONSTRUCTION CO., a corporation, as principal, and Fidelity and 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 surety, are held and 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-nine thousand five hundred ten Dollars (\$489,510.00) (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 25th day of November, 1946.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish any and 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 IV, under Schedule IV, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 30th day of September, 1946, marked Document No. 355738, 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 25th 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: J. M. MacADAM Secretary AMERICAN BONDING COMPANY OF BALTIMORE (SEAL) By W. M. WALKER (SEAL) W. M. Walker, Attorney in Fact	(SEAL) AMERICAN PIPE AND CONSTRUCTION CO. Principal By ROBERT T. 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
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ATTEST:
 THERESA FITZGIBBONS
 Theresa Fitzgibbons Agent
 If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.
 I hereby approve the form of the within Bond this 27th day of November, 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 3rd day of December, 1946.

(SEAL) Attest: FRED W. SICK City Clerk	HARLEY E. KNOX G. C. CRARY CHARLES B. WINCOTE ELMER H. BLASE WALTER W. AUSTIN ERNEST J. BOUD Members of the Council
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COUNTERSIGNED FOR AMERICAN BONDING
 COMPANY OF BALTIMORE
 MARTIN-JEFFERIES & CO.
 By ROBERT HEATHERINGTON
 Resident Agent.

COUNTERSIGNED FOR FIDELITY AND DEPOSIT COMPANY
 OF MARYLAND
 By JOHN BURNHAM & COMPANY
 By DONALD C. BURNHAM
 Resident Agent.

STATE OF CALIFORNIA, } ss:
 COUNTY OF LOS ANGELES }

On this 25th day of November, 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.
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STATE OF CALIFORNIA, } ss:
 COUNTY OF LOS ANGELES }

On this 25th day of November, 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
My Commission Expires Feb. 18, 1950. Notary Public in and for the County of Los Angeles,
State of California.

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 and 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 surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Two hundred forty-four thousand, seven hundred fifty-five Dollars (\$244,755.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of November, 1946.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish any and 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 IV, under Schedule IV, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 30th day of September, 1946, marked Document No. 365738, 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 Two hundred forty-four thousand, seven hundred fifty-five Dollars (\$244,755.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of Chapter 3 of Division 5 of Title One of the Government Code of the State of California, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the court, awarded and taxed as in the said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 25th 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)
J. M. MacADAM
Secretary
AMERICAN BONDING COMPANY OF BALTIMORE (SEAL)
By W. M. WALKER (SEAL)
W. M. Walker, Attorney in Fact

Attest:
THERESA FITZGIBBONS
Theresa Fitzgibbons Agent
COUNTERSIGNED FOR AMERICAN BONDING COMPANY
OF BALTIMORE
MARTIN-JEFFRIES & CO.
By ROBERT HEATHERINGTON
Resident Agent

AMERICAN PIPE AND CONSTRUCTION CO.
Principal
By ROBERT T. EDWARDS, Vice-President.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By W. M. WALKER, Attorney in Fact
W. M. Walker Surety.

By THERESA FITZGIBBONS
Theresa Fitzgibbons Agent
COUNTERSIGNED FOR
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
JOHN BURNHAM & COMPANY
By DONALD C. BURNHAM
Resident Agent

STATE OF CALIFORNIA } ss:
COUNTY OF LOS ANGELES }

On this 25th day of November, 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) S. M. SMITH
My Commission Expires Feb. 18, 1950. Notary Public in and for the State of California,
County of Los Angeles.

STATE OF CALIFORNIA } ss:
COUNTY OF LOS ANGELES }

On this 25th day of November, 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
My Commission Expires Feb. 18, 1950. 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 27th day of November, 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 Council of The City of San Diego this 3rd day of December, 1946.

(SEAL)
ATTEST:
FRED W. SICK
City Clerk

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
WALTER W. AUSTIN
ERNEST J. BOUD
Members of the Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with American Pipe & Construction Co. for El Monte Pipe Line, Section IV, Grossmont Tunnel to Alvarado Filtration Plant; being Document No. 367553.

FRED W. SICK
City Clerk of the City of San Diego, California.
By J. F. DuPaul Deputy

THE CITY OF SAN DIEGO
SAN DIEGO, CALIFORNIA

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 19 & 20, Block 22, Subdivision Lexington Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Juniper
WATER MAIN HAS BEEN INSTALLED BETWEEN Fairmount Place AND Modesto Street
TOTAL AMOUNT TO BE PAID Eighty Dollars. (\$80.00)
NO. OF EQUAL INSTALLMENTS 10 AMOUNT OF EACH INSTALLMENT \$ 8.00

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 (SEAL)
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 DAVIS J. LAMB
SIGNATURE MRS. J. L. LAMB
ADDRESS 4324 Juniper Street
San Diego 5, California
DATE

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

On this 11th day of October, 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 Davis J. Lamb and Mrs. J. L. Lamb known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)
My Commission Expires March 16, 1947
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
10/1/46	\$ 8.00	10-4-46	3559
11/1/46	8.00		
12/1/46	8.00		
1/1/47	8.00		
2/1/47	8.00		
3/1/47	8.00		
4/1/47	8.00		
5/1/47	8.00		
6/1/47	8.00		
7/1/47	8.00		

RECORDED Oct 16 1946 51 Min. past 2 P.M. in Book 2259 at Page 286 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 Doris J. Lamb; being Document No. 366141.

FRED W. SICK
City Clerk of the City of San Diego, California.
By J. F. DuPaul Deputy.

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

THIS AGREEMENT, made and entered into this 2 day of Dec., 1946, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, hereinafter designated as "San Diego", and the ROLANDO SANITATION DISTRICT, a Sanitation District in the County of San Diego, State of California, formed in accordance with provisions of Sections 4700-4855 of the Health and Safety Code, hereinafter designated as the "DISTRICT", WITNESSETH:

R. E C I T A L S

The DISTRICT is operated by a Board of Directors, consisting of the members of the Board of Supervisors, as provided by Section 4730 of said Health and Safety Code, and said DISTRICT has heretofore constructed and maintained sewer collection lines and laterals for the benefit of the inhabitants of said DISTRICT, but has not the proper disposal facilities for the handling of said sewage; and

SAN DIEGO owns and operates a sewage transportation system, disposal plant and outfall and has a trunk line in said sewage transportation system which connects with an outfall sewer line of the City of La Mesa, California, a municipal corporation in the County of San Diego, California, hereinafter designated as "LA MESA", which transports the sewage from said LA MESA to the said SAN DIEGO disposal plant, a portion of which said outfall sewer line of said LA MESA is adjacent to the boundaries of said DISTRICT.

The DISTRICT has entered into an agreement with said LA MESA providing for the transportation of sewage through said portion of said outfall sewer line of LA MESA to a connection with the sewage transportation system of said SAN DIEGO.

The Agreement provides for the joint use by said District with said LA MESA for the transportation of sewage through said portion of said outfall sewer line to said connection with the sewage transportation system of said SAN DIEGO, said DISTRICT to have the joint use of said portion of said outfall sewer line and appurtenances thereto for the transportation and metering of sewage arising and originating within the present boundaries of said District, or as enlarged by future annexations thereto. A copy of said Agreement is on file in the Office of the City Clerk of The City of San Diego, marked "Document No. 357117", and by this reference is made a part hereof.

The District being now ready to make all of the construction and/or installations and connections necessary, as specified in said Document No. 357117 for the joint use of said portion of said outfall sewer of said LA MESA, designated in said Agreement as and hereafter designated as "LA MESA SEWER", for the transportation and metering of said sewage arising and originating within the present boundaries of said District or as enlarged by future annexations thereto for the purpose of transporting said sewage to a connection with the sewage transportation system of said SAN DIEGO, and said DISTRICT is desirous of obtaining the use of said trunk line, disposal plant and outfall of said SAN DIEGO for the transportation, treatment and disposal of said sewage from the DISTRICT.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements of the parties to this Agreement, it is hereby agreed as follows:

1. The DISTRICT hereby agrees to comply with all of the terms and conditions of said Agreement between the DISTRICT and LA MESA, as specified in said Document No. 357117.

2. The effective date of this Agreement shall be the effective date of said Agreement between the DISTRICT and LA MESA, as specified in Section 4 therein.

3. After the effective date of this Agreement, the DISTRICT shall have and is hereby given the right to discharge into said trunk line of SAN DIEGO domestic sewage originating within the present boundaries of the District or as enlarged by future annexations thereto, it being specifically understood and agreed that the District will not discharge into said trunk line of SAN DIEGO any sewage from areas outside of its boundaries except as otherwise provided herein.

4. If and when SAN DIEGO shall find it necessary to provide sewer facilities through the DISTRICT for the areas within its municipal boundaries lying contiguous to the boundaries of the DISTRICT, SAN DIEGO shall have the right to transport the sewage originating in said areas through the sewer lines of the DISTRICT and/or through said LA MESA SEWER to the trunk line of SAN DIEGO, if such lines are properly located and adequate to carry the increased amount of sewage.

If the sewer lines of the DISTRICT and/or said LA MESA SEWER are not properly located for joint use or are inadequate to carry the increased amount of sewage, then and in that event SAN DIEGO shall have the right to install and maintain its own sewer lines for such purposes through the DISTRICT, to connections with said LA MESA SEWER and/or the trunk line of SAN DIEGO. The DISTRICT does hereby agree to grant to SAN DIEGO an easement to install and maintain in and along the easements of the DISTRICT, sewer lines for such purpose.

SAN DIEGO shall, for the joint use of such DISTRICT lines and/or said LA MESA SEWER, pay to the DISTRICT, the proportion of the upkeep and maintenance of such lines jointly used, that the number of connections within SAN DIEGO discharging therein, bears to the total number of connections within SAN DIEGO and within the DISTRICT discharging therein; and the amount of sewage from such areas within SAN DIEGO, hereinafter designated as "SAN DIEGO SEWAGE," shall be determined as the proportion of the district sewage, as specified in Section 5 of said Agreement between the DISTRICT and LA MESA, that the number of connections within SAN DIEGO discharging into such lines, bears to the total number of connections within SAN DIEGO and within the DISTRICT discharging therein.

5. Payments to SAN DIEGO for the transportation, treatment and disposal of the sewage of the DISTRICT shall be based upon a basic rate per one million gallons for the amount of said district sewage less said SAN DIEGO SEWAGE, said amount being hereinafter designated as "NET SEWAGE,"

Meters shall be read monthly before the fifth day thereof (as specified in Section 5 of said Agreement between the DISTRICT and LA MESA) and bills shall be rendered by SAN DIEGO not later than the tenth day of each month for the service rendered during the previous month and shall be paid by the DISTRICT to SAN DIEGO on or before the thirtieth day of the month rendered.

The basic rate per million gallons of NET SEWAGE, during the first year of operation under this contract, shall be One Hundred Eight Dollars (\$108.00) per million gallons. Thereafter, the basic rate shall be increased or decreased in direct proportion to the increase or decrease of the cost to The City of San Diego for treating sewage in its sewage treatment plant, including all items of operating expense, repairs to equipment, depreciation and obsolescence. At the end of the first year of operation under this contract, the amount of increase or decrease of such cost as compared with the costs at the date of execution of this contract shall be computed, and the new basic rate, increased or decreased accordingly, shall be in effect for the succeeding year; and at the end of each year during the existence of this contract, the new basic rate, increased or decreased as herein provided, shall be computed and shall then become the basic rate for the next succeeding year.

The DISTRICT hereby agrees that all sewage originating within the District and which is delivered to, received by or transported through the LA MESA SEWER and/or the trunk line of SAN DIEGO shall be exclusively domestic sewage, and shall contain no gasoline, kerosene or

other petroleum products, nor any sewage, refuse or waste products produced by industrial plants of any nature whatsoever, nor any sewage or refuse of any kind which in the opinion of the City Manager of The City of San Diego is detrimental to the proper functioning of the sewage treatment plant of The City of San Diego. If any sewage, refuse or waste products of any kind herein forbidden, originating within the DISTRICT, shall be delivered to, or attempted to be delivered to, the LA MESA SEWER and/or the trunk line of SAN DIEGO, The City of San Diego may, at its option:

(a) Require the District immediately to cease and desist from delivering such forbidden sewage into the LA MESA SEWER and/or the trunk line of SAN DIEGO: or

(b) Require the District to treat all sewage originating within the District and containing any portion of such forbidden sewage, refuse or waste products, in a manner satisfactory to the City Manager of the City of SAN DIEGO, and to refrain from delivering any sewage into the LA MESA SEWER and/or the trunk line of SAN DIEGO until treatment facilities satisfactory to the City Manager of The City of SAN DIEGO have been installed and put into operation by the DISTRICT.

In the event that the DISTRICT shall fail or refuse to comply promptly with any instructions from The City of SAN DIEGO in connection with the foregoing matter, after such instructions have been delivered, in writing, to any member of the Board of Supervisors of San Diego County or to the Clerk of said Board of Supervisors, The City of SAN DIEGO shall have the right, either with or without legal process, to immediately disconnect all connections between the sewer system of the DISTRICT and the LA MESA SEWER and/or the trunk line of SAN DIEGO.

Following such disconnection, the sewer system of the DISTRICT SHALL NOT AGAIN BE CONNECTED to the LA MESA SEWER and/or the trunk line of SAN DIEGO until such instructions have been by the District complied with to the satisfaction of the City Manager of The City of SAN DIEGO.

6. In the event the DISTRICT shall fail or refuse to comply promptly with any instructions of SAN DIEGO in connection with the foregoing terms and conditions after receipt of written notice thereof, or shall fail to pay to The City of San Diego the basic rate cost of transportation and treatment of District sewage when due, or shall fail or refuse to comply promptly with any instructions of LA MESA in connection with the matters specified in said Agreement between the DISTRICT and LA MESA after receipt of written notice thereof from LA MESA, and said LA MESA shall fail or refuse to require prompt compliance by the DISTRICT with such instructions, SAN DIEGO shall have the right to refuse to receive, treat or dispose of any of the NET SEWAGE until such time as there is a full compliance on the part of the DISTRICT with any such instructions.

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

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through the City Manager of said City of San Diego, under and pursuant to Resolution No. 84633 of the Council authorizing such execution adopted on the 19th day of November, 1946; and the Rolando Sanitation District, by and through the Chairman of the Board of Supervisors of San Diego County, California, acting as Chairman of the Board of Directors of said District duly authorized by Resolution dated the 25th day of November, 1946.

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

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

ROLANDO SANITATION DISTRICT

By DAVID W. BIRD

Chairman, Board of Directors

I HEREBY APPROVE the form and legality of the foregoing Agreement this 25th day of November, 1946.

J. F. DuPAUL, City Attorney,

By B. L. COMPARET

Deputy City Attorney.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 25th day of November, 1946.

THOMAS WHELAN, District Attorney

By FRANK T. DUNN

Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between City of San Diego and Rolando Sanitation District relative to Sewage Disposal; being Document No. 367624.

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 V. R. DENNIS CONSTRUCTION COMPANY UNDER
ITS CONTRACT FOR THE CONSTRUCTION OF A
STORM DRAIN IN THE VICINITY OF 30TH STREET
AND EL CAJON BOULEVARD, 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 V. R. Dennis Construction Company under its contract for the construction of a storm drain in the vicinity of 30th Street and El Cajon Boulevard, in The City of San Diego, California, and which contract is dated June 18, 1946, and is on file in the office of the City Clerk of said City as Document No. 363066, have been performed and furnished to the satisfaction of the City Manager and City Engineer on October 3, 1946.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on October 8, 1946, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by V. R. Dennis 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 8th day of October, 1946.

(SEAL)

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk.

RESOLUTION NO. 84311

WHEREAS, it appears by a communication from Neal D. Smith, City Engineer, approved by the City Manager of The City of San Diego, on file with the City Clerk of said City, that the work performed and materials furnished by V. R. Dennis Construction Company under its contract for the construction of a storm drain in the vicinity of 30th Street and El Cajon Boulevard, which contract is dated June 18, 1945, and is on file in the office of the City Clerk of said City as Document No. 353065, 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 of the work performed and materials furnished 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 V. R. Dennis Construction Company under the contract for the construction of a storm drain in the vicinity of 30th Street and El Cajon Boulevard, 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 _____ day of _____, by the following vote, to-wit:

YEAS--Councilmen: Crary, Blase, Boud, Austin, Mayor Knox

NAYS--Councilmen: None

ABSENT--Councilmen: Wincote, 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.

(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. 84311 of the Council of the City of San Diego, California, as adopted by said Council October 8, 1946.

(SEAL) FRED W. SICK
City Clerk
By HELEN M. WILLIG Deputy

RECORDED Oct 10 1946 38 Min Past 11 A.M. in Book 2266 at page 92 of Official Records, San Diego Co., Cal.

Recorded at request of the City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
JEAN FORSYTH
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 Notice of Completion of Storm Drain in Vicinity of 30th and El Cajon; being Document No. 355099.

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 NIELSEN CONSTRUCTION CO. UNDER ITS CONTRACT FOR THE CONSTRUCTION OF ADDITIONS TO THE
MEMORIAL RECREATION BUILDING, 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 Nielsen Construction Co. under its contract for the construction of additions to the Memorial Recreation Building, in The City of San Diego, California, and which contract is dated April 26, 1946, and is on file in the office of the City Clerk of said City as Document No. 351392, have been performed and furnished to the satisfaction of the City Manager of said City on October 9, 1946.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on October 15, 1946, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by Nielsen 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 15th day of October, 1946.

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

RESOLUTION NO. 84346

WHEREAS, it appears by a communication from Neal D. Smith, City Engineer, approved by the City Manager of The City of San Diego, on file with the City Clerk of said City, that the work performed and materials furnished by Nielsen Construction Co., under its contract for the construction of additions to the Memorial Recreation Building, which contract is on file

in the office of the City Clerk of said City as Document No. 361392, 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 of the work performed and materials furnished 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 Nielsen Construction Co. under its contract for the construction of additions to the Memorial Recreation Building, which contract is on file in the office of the City Clerk of said City as Document No. 361392, 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 15th day of October, 1946, by the following vote, to-wit:
YEAS--Councilmen: Crary, Wincote, Boud, Dail, Austin, Mayor Knox
NAYS--Councilmen: None
ABSENT--Councilman: Blase

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. 84346 of the Council of the City of San Diego, California, as adopted by said Council October 15, 1946.

(SEAL) FRED W. SICK
City Clerk
By HELEN M. WILLIG Deputy

RECORDED OCT 16 1946 5 Min.Past 10 A.M. in Book 2256 at Page 358 of Official Records, San Diego Co., Cal.
Recorded at Request of the City of San Diego.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of Nielsen Construction Co. Contract for Memorial Recreation Building Additions; being Document No. 366249.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. T. Ritten Deputy

A G R E E M E N T

Regarding construction of a Do-Nut Stand
STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.
CITY OF SAN DIEGO }

Samuel Kahn and Elizabeth Kahn, after being first duly sworn, each for himself deposes and says;
That we are the owners of the hereinafter described real property; Lot Six (6) Block Two hundred thirty three (233) Subdivision Middletown, located at corner of Bandini Street and Pacific Highway;
That we desire to construct a do-nut stand with a 12-1/2 ft. setback and have applied for a setback suspension by application No. 4113, dated September 10, 1946;
That we, in consideration of approval granted by the City of San Diego to construct said do-nut stand with a 12-1/2 ft. setback, by Zoning Committee Resolution No. 1787, dated September 26, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that when the street is widened the do-nut stand will then be moved back to the established setback line without expense to the City;
That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

SAMUEL KAHN
Owner's Name
4065 Pacific Highway
Address

ELIZABETH KAHN
Owner's Name
4065 Pacific Highway
Address

On this 2nd day of October A. D. Nineteen Hundred and Forty Six, before me, L. N. Voeltzel A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Samuel Kahn and Elizabeth Kahn known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my

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

(SEAL)

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

RECORDED OCT 11 1946 10 Min. Past 10 A.M. in Book 2274 at Page 91 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.

HAZEL K. MAYER

Copyist 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 Samuel Kahn and Elizabeth Kahn re Doughnut Shop at Bandini Street and Pacific Highway; being Document No. 355902.

FRED W. SICK
City Clerk of the City of San Diego, California.
By J. T. Allen 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 4th day of December, 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 Newport Dredging Company, of Newport Beach, Calif., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

Make approximately 400 Wash Borings in the easterly half of Mission Bay, for the exploration of the subsurface conditions, which information is essential to the preparation of Plans and Specifications for Project No. 3.

Said contractor hereby agrees to do the work above described at and for the following prices, to-wit:

Furnishing all materials, labor, tools, equipment, transportation and other expenses necessary or incidental to the work, at the rate of Fifty (\$50.00) Dollars per day. The total cost of said work shall not exceed One Thousand (\$1000.00) Dollars.

Said contractor agrees to begin said work within 30 days from and after the date of the execution of this contract, and to complete said delivery on or before the 31 day of January, 1947.

Said City, in consideration of the performance of said work 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:

The amount earned by the Contractor, based upon the number of days at the per diem rate of \$50.00 for each full day's work.

In no event shall the amount to be paid to the Contractor exceed One Thousand Dollars (\$1,000.00) said payments to be made as follows:

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

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 work of making Wash Borings shall be in accordance with the following requirements and specifications:

1 - All work shall be done to the satisfaction of the City Manager or his representative engineer-inspector, and the number of Wash Borings shall be greater or fewer, as directed by the City Manager or his engineer-inspector.

2 - All Wash Borings shall be made in the presence of the engineer-inspector, and they shall be at the locations and to the depths as directed.

3 - All Wash Borings shall be to between elevation -12.0 and -20.0 as directed, and all information as to depth, type of materials encountered, location, and other information shall be supplied to the engineer-inspector.

4 - The Contractor shall use due diligence in planning and accomplishing this work, giving full consideration to the tides and weather conditions.

5 - The City reserves the right to cancel this contract at any time that it becomes evident, in the opinion of the City Manager, that the fulfillment of the contract is not possible either with the equipment or because of adverse weather conditions, and shall pay only for such work as has been performed to the satisfaction of the City Manager.

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

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

<u>Trade or Occupation</u>	<u>Wage Per 8-Hour Day</u>
Leverman	\$ 15.20
Assistant Engineer (Operator)	13.20
Deck Mate	12.00
Levee Foreman	12.00
Deck Hand	10.40
Levee Man	10.40
Oiler	10.40
Any classification omitted herein, not less than	8.00
Foreman to receive not less than \$1.00 per diem above laborer or journeyman classification.	

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and in behalf of the City of San Diego, pursuant to and under Resolution No. 84670 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

Newport Dredging Company
By ALBERT S. SPARKES

I HEREBY APPROVE the form and legality of the foregoing contract this 4th day of December 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 Newport Dredging Company for making 400 Wash Borings in Mission Bay; being Document No. 367675.

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 4 day of December, 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, hereinafter referred to as the first party, and DR. RAWSON J. PICKARD, a resident of The City of San Diego, hereinafter referred

to as the second party, WITNESSETH:

I.

From and after the effective date of this agreement, the second party agrees to act as Serologist for and to furnish the necessary laboratory services and facilities to the Department of Public Health of The City of San Diego, incidental to and in connection with the furnishing to said Department of Public Health of serological diagnoses of syphilis in connection with the treatment of patients of the Venereal Disease Clinic of The City of San Diego and of patients under treatment at the City Jail of said City.

II.

In consideration of the foregoing the second party shall receive for such services and facilities referred to in Paragraph I hereof the sum of fifty cents (50¢) for each serological test made; it being understood that concurrent herewith the County of San Diego, a body politic, will enter into an agreement with said second party embodying all of the provisions herein, and that the total sum to be paid said second party for each serological test made will be the sum of fifty cents (50¢), and that proper claims will be filed charging the first party twenty-five cents (25¢) for each serological test made, and the County of San Diego twenty-five cents (25¢) for each serological test made, or a total for each test of the sum of fifty cents (50¢).

III.

Said second party hereby agrees to accept for serological diagnoses of blood specimens of applicants for food handlers' licenses and permits and all blood specimens for prenatal cases, and that the charge for such services shall be fifty cents (50¢) for each serological test, to be paid directly by private physicians, patients or applicants seeking such service and facilities.

IV.

It is further understood and agreed that the first party shall not be liable to the second party for the payment of the fees due said second party other than those submitted from the Venereal Disease Clinic or the City Jail.

V.

It is further understood and agreed that this agreement shall continue in full force and effect until terminated, and that either party may terminate this agreement upon thirty (30) days' written notice.

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 resolution of the Council authorizing such execution, and the said 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.

RAWSON J. PICKARD M. D.
Second Party.

I hereby approve the form and legality of the foregoing Agreement this 5 day of December, 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 Rawson J. Pickard for services as Serologist; being Document No. 357576.

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

THIS AGREEMENT, made and entered into this 1st day of Dec, 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, and DR. HAROLD A. THOMPSON, a resident of The City of San Diego, WITNESSETH:

I.

Said Dr. Harold A. Thompson hereby agrees to act as Bacteriologist for and to furnish the necessary laboratory services and facilities to the Department of Public Health of The City of San Diego and the County of San Diego, incidental to and in connection with the furnishing to said department of pathological and bacteriological analysis of food, milk and cream; laboratory diagnoses of rabies; gonococcus cultures and diagnoses in operation of the Venereal Disease Clinic; agglutination tests for typhoid, typhus and other diseases; urinalysis; tests for Rh factors; examination of stools, and similar services and duties as may be required by the Director of Health for said City of San Diego.

II.

The City of San Diego hereby agrees to purchase and furnish all laboratory supplies, exclusive of capital outlay expenditures, that are necessary and incidental to the performance of the services referred to herein.

III.

As consideration for the foregoing The City of San Diego agrees to pay the said Dr. Harold A. Thompson for said services and facilities the sum of six hundred dollars (\$600.00) per month, upon the presentation of the proper invoices and claims for said services and facilities.

IV.

It is further understood and agreed that this agreement shall be in effect from the date of its execution, and for a period of one hundred twenty (120) days thereafter; provided, however, that the same may be terminated by either party upon thirty (30) days' notice in writing.

V.

This agreement is entered into by The City of San Diego pursuant to the power of the City Manager under Section 28 of the City Charter to employ experts or consultants to perform work or give advice connected with the departments of the City when such work or advice is necessary in connection therewith. It is understood and agreed between the parties hereto that the said Dr. Harold A. Thompson is acting as an independent contractor, and that he is not an employee of The City of San Diego, either Classified or Unclassified, and that he has no rights or benefits, and by the execution of this agreement said Dr. Harold A. Thompson expressly waives any rights or benefits under the City Employees' Retirement System.

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 resolution of the Council authorizing such execution, and the said 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.

H. A. THOMPSON

I hereby approve the form and legality of the foregoing Agreement this 5 day of Dec, 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 Dr. Harold A. Thompson for services as Bacteriologist; being Document No. 357577.

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

UNDERTAKING FOR STREET LIGHTING.
Pacific Beach Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED THIRTY-FOUR and no/100 DOLLARS (\$634.00), 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 November, 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, BAYARD STREET, CASS STREET, EVERTS STREET, FANUEL STREET, GRESHAM STREET, LORING STREET, WILBUR AVENUE, BERYL STREET, FOOTHILL BOULEVARD, MONMOUTH DRIVE, LAW STREET, CHALCEDONY STREET, MISSOURI STREET, and DIAMOND STREET, within the limits and as particularly described in Resolution of Intention No. 83519, adopted by the Council of said City on July 2, 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.

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

I hereby approve the form of the foregoing Undertaking this 5th day of December, 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. 84536 passed and adopted on the 12th day of November, 1946, require and fix the sum of \$634.00 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 21st day of November, 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
Pacific Beach Lighting District No. 1

THIS AGREEMENT, made and entered into this 10th day of December, 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:

MISSION BOULEVARD, - the easterly one-half of - between the southerly line of Loring Street and the southerly line of Law Street;

BAYARD STREET, between the southerly line of Loring Street and the southerly line of Law Street;

CASS STREET, - the westerly one-half of - between the southerly line of Loring Street and the southerly line of Law Street;

EVERTS STREET, between the northerly line of North Shore Highlands and the southerly line of Diamond Street;

FANUEL STREET, between the northerly line of North Shore Highlands and the center line of Garnet Street;

GRESHAM STREET, between the northerly line of North Shore Highlands and the southerly line of Diamond Street;

LORING STREET, between the center line of Mission Boulevard and the northeasterly line of Foothill Boulevard;

WILBUR AVENUE, between the center line of Mission Boulevard and the center line of Cass Street and between the easterly line of Everts Street and the northerly line of Beryl Street;

BERYL STREET, between the center line of Mission Boulevard and the center line of Cass Street and between the easterly line of Everts Street and the northerly production of the westerly line of Ingraham Street;

FOOTHILL BOULEVARD, between the northerly line of North Shore Highlands and the southerly line of Beryl Street;

MONMOUTH DRIVE, between the northerly line of Foothill Boulevard and a straight line drawn from the most easterly corner of Lot 11, Block 22, North Shore Highlands to the most northerly corner of Lot 10, Block 21 of North Shore Highlands;

LAW STREET, between the center line of Mission Boulevard and the center line of Cass Street and between the easterly line of Everts Street and the westerly line of Gresham Street;

CHALCEDONY STREET, between the easterly line of Everts Street and the westerly line of Gresham Street;

MISSOURI STREET, between the easterly line of Everts Street and the westerly line of Gresham Street; and

DIAMOND STREET, between the easterly line of Everts Street and the westerly line of Gresham Street.

Such furnishing of electric current shall be for a period of one year from and including September 1, 1946, to-wit, to and including August 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 Pacific Beach Lighting District No. 1", filed August 19, 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 Five Hundred Thirty-five and no/100 Dollars (\$2,535.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Pacific Beach Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Two Thousand Five Hundred Thirty-five and no/100 Dollars (\$2,535.00) shall be paid out of any other fund than said special fund designated as "Pacific Beach Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Thousand Five Hundred Thirty-five and no/100 Dollars (\$2,535.00).

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

G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHAS. C. DAIL
ERNEST J. BOUD
WALTER W. AUSTIN

Members of the Council.

(SEAL)

ATTEST:

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

I hereby approve the form of the foregoing Contract, this 5th day of December, 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 Pacific Beach Lighting District No. 1; being Document No. 367678.

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 5th day of December, 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 EDGAR B. CULNAN, 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:

Lot 1 of Subdivision of the East One-half of Pueblo Lot 1215, consisting of 14.10 acres of land, more or less;
For a term of five (5) years, beginning on the 15th day of October, 1946, and ending on the 14th day of October, 1951, at the following rentals: Eighty and no/100 Dollars (\$80.00) per year, payable in advance at the office of the Lessor annually during said term.

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

First. That the above described premises are leased to said lessee for stock grazing and/or agricultural purposes only, and for no other purpose or purposes.
Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Common Council of said City.
Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

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

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

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

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

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

It is 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. 3295 (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
EDGAR B. CULNAN Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 14th 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 Lease with Edgar B. Culnan for land in Pueblo Lot 1215 for Stock Grazing or Agricultural purposes; being Document No. 367693.

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

LEASE AND CONCESSION AGREEMENT

WHEREAS, J. L. REDDING, hereinafter called the "Concessionaire", desires to operate one or more amphibious, passenger-carrying vehicles from a point on the shore of Mission Bay, to carry passengers on rides on Mission Bay and return; and it is deemed to be in the interest

of The City of San Diego to grant to the Concessionaire the privilege or concession to operate such vehicles as aforesaid, and to lease to him sufficient land as a base for such operations; NOW, THEREFORE:

IT IS HEREBY AGREED by and between the Concessionaire and The City of San Diego, as follows:

(1) The City of San Diego hereby grants to the Concessionaire the privilege or concession to operate one or more amphibious vehicles for the carriage of passengers for rides on Mission Bay, from the lots hereinafter leased to said Concessionaire, subject to the following conditions:

(a) The Concessionaire shall keep all such vehicles in good repair and safe operating condition at all times;

(b) The Concessionaire shall keep such vehicles at all times fully equipped with all safety devices and equipment which may be required by State or Federal Law, and shall permit such vehicles to be operated only by skilled operators who possess all the qualifications and have whatever licenses may be required by State or Federal law;

(c) For rides in such vehicles, the Concessionaire may charge not to exceed Fifty Cents (\$0.50) per person for a 20-minute ride; and

(d) The Concessionaire shall at all times maintain in force a policy of public liability insurance covering liability to passengers in an amount not less than \$5,000.00 for any one person and \$50,000.00 for any one accident.

(2) The City of San Diego does hereby lease to the Concessionaire the real property, situated within The City of San Diego, County of San Diego, State of California, described as follows:

Lots 44 and 45, in Block 103 of Ocean Bay Beach; and also that portion of Lot 59 in said Block 103 which lies between the northeasterly prolongation of the northwesterly line of said Lot 44 and the northeasterly prolongation of the southeasterly line of said Lot 45, and extending to the Mean High Tide line of the waters of Mission Bay.

(3) The term of this lease and concession shall begin on Saturday, the 7th day of December, 1946, and shall be for the term of one month, and thereafter from month to month, and may be terminated by either party hereto by one month's notice to the other.

(4) As the rent for said lease and concession, the Concessionaire shall pay to The City of San Diego, at the office of the City Treasurer of said City, monthly, a sum of money equal to ten per cent (10%) of all gross revenue derived from the use of said land and the operation of said vehicles, or Twenty-five Dollars (\$25.00), whichever is the greater sum. Said rent shall be paid on or before the 10th day of each calendar month, and shall be all rent due for the month ending on the 7th day of said calendar month. The Concessionaire shall keep complete and accurate records of all gross income received from the use of said land and the operation of said vehicles, in a form satisfactory to the City Auditor and Comptroller of said City, and said Auditor and Comptroller, in person or by deputy, shall be permitted to inspect and make copies of said records at all reasonable times. At the time of payment of rent, the Concessionaire shall submit a full and accurate written accounting of all of said gross revenue received during the month for which said rent is paid.

(5) Said real property is leased to the Concessionaire solely for use in connection with the operation of said amphibious vehicles, and not for other purposes.

(6) The Concessionaire will at all times keep the leased premises in a neat, sanitary and clean condition, and will not cause or permit said premises or anything thereon to be in such condition as to be dangerous to any person who may be lawfully upon said premises.

(7) The Concessionaire shall not place or construct upon the leased premises any sign or structure without first securing the approval of the City Manager of said City, and shall construct and maintain said sign or structure only in the manner and form which was so approved. Any improvements constructed or placed upon the leased premises by the Concessionaire shall remain his property, and shall be removed by him at the termination of this lease. The Concessionaire shall pay all taxes, assessments and/or licenses upon said improvements before the same become delinquent, and shall pay any license fees which may be due upon the business conducted by the Concessionaire upon said leased premises.

(8) No phonograph, loud-speaker, or other noise-making device shall be used upon the premises without the express, written consent of the City Manager.

IN WITNESS WHEREOF, this lease and concession 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. 84736 of the Council authorizing such execution, and the Concessionaire has hereunto subscribed his name, the day and year in this Agreement first above written.

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

J. L. REDDING
Concessionaire

I HEREBY APPROVE the form and legality of the foregoing Lease and Concession Agreement.

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 and Concession Agreement with J. L. Redding for Operating Amphibious, Passenger-Carrying Vehicles in Mission Bay; being Document No. 367694.

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 25 day of November, 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</u> <u>to State</u>	<u>Cert.</u> <u>No.</u>	<u>Date Deeded</u> <u>to State</u>	<u>Deed No.</u>
SWANS' ADDITION:				
Lot 39, Block 18,	6/29/26	16184	8/10/31	3487
Lots 8, 9, 10, 11, 12,				
13, 14, 15, Block 20,	6/29/31	62668	7/1/36	2447
Lot 25, Block 20,	6/29/31	62669	7/1/36	2448
Lots 26, 27, 28, 29,				
30, Block 20,	6/29/31	62669	7/1/36	2448
FRARY HEIGHTS:				
N 87' of Lots 1 to 4,				
incl., Block 10,	6/30/30	14050	8/1/35	434
S 40' of Lots 1 to 4,				
incl., Block 10,	6/29/26	44109	8/10/31	3556
OLD SAN DIEGO:				
Beg at a pt on NEly line				
of blk 407, 300' SEly				
from Nly cor; th SWly	9/1/33	9175	7/1/38	955
Par with SEly line of				
sd Blk to Ely line of				
Land conv to Union Trust				
Co. as per DB 1032/41; th				
Sly along sd Ely line to				
NWly line of Wallace St;				
th NEly along NWly line of				
Wallace St 268.2 ft. to SWly				
line of San Diego Av.; th NWly				
along SWly line of San Diego Ave.				
150' to beg (Ex SEly 150 ft. of				
Lot 3) in Lots 3 & 4, Blk 407,				

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.

<u>Property Description</u>	<u>Down Payment</u> <u>(As of date of</u> <u>execution of</u> <u>Agreement)</u>	<u>2nd Payment</u> <u>(Anniversary</u> <u>Date of</u> <u>Agreement)</u>	<u>3rd Payment</u> <u>(2nd Anniversary</u> <u>Date of</u> <u>Agreement)</u>	<u>Final</u> <u>Payment</u> <u>(Upon exercise</u> <u>of Option)</u>
	Nov. 25, 1946	Nov. 25, 1947	Nov. 25, 1948	
SWANS ADDITION:				
Lot 39, Block 18,	\$.50 ea	\$.50 ea	\$.50 ea	\$5.00 ea.
Lots 8, 9, 10, 11,				
12, 13, Block 20,	.50 "	.50 "	.50 "	5.00 "
Lots 14, 15, Block 20,	.50 "	.50 "	.50 "	2.50 "
Lot 25, Block 20,	.50	.50	.50	2.50
Lots 26, 27, 28, 29,				
30, Block 20,	.50 "	.50 "	.50 "	5.00 "
FRARY HEIGHTS: N 87' of				
Lots 1 to 4, incl.,				
Block 10,	2.00	2.00	2.00	30.00
S 40' of Lots 1 to 4,				
incl., Block 10,	1.00	1.00	1.00	20.00
OLD SAN DIEGO: Beg at a				
pt on NEly line of Blk				
407, 300' SEly from Nly				
cor; th SWly Par with				
SEly line of sd Blk to				
Ely line of Land conv to				
Union Trust Co. as per DB				
1032/41; th Sly along sd				
Ely line to NWly line of				
Wallace St.; th NEly along				
NWly line of Wallace St.				
268.2 ft. to SWly line of				
San Diego Av.; th NWly				
along SWly line of San Diego				
Ave. 150' to beg (Ex SEly 150				
ft. of Lot 3) in Lots 3 & 4;				
Blk 407,	2.00	2.00	2.00	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 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 25 day of November, 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. 84441, adopted on the 29th day of October, 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 J. MILLER
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 Nov 12 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 December 6th, 1946.

(SEAL)

THOMAS H. KUCHEL, Controller of
the State of California.
By Ewing Hass

Deputy.

APPROVED AS TO FORM

Date 11/20/46

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

By CARROLL H. SMITH
Deputy.

Date Oct. 30, 1946.

J. F. DuPAUL, City Attorney.

By THOMAS J. FANNING
Deputy City Attorney.

No refund of payments made in the
event of redemption.

THOMAS J. FANNING

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax Deeded Lands in Swans Addition, Frary Heights and Old San Diego; being Document No. 357751.

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 25 day of November, 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:

Lots 9, 10, 11, 12 (less Right of Way); To State	Date Sold	Certificate No.	Date Deeded to State	Deed No.
all 16, 17; & 18, 19, and 20 (less Right of Way), 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)	2nd Payment (Anniversary Date of Agreement)	3rd Payment (2nd Anniversary Date of Agreement)	Final Payment Upon exercise of Option
Lots 9, 10, 11, 12 (less Right of Way); all 16, 17; & 18, 19, and 20 (less Right of Way), Block 2, WESTERN ADDITION,	Nov. 25, 1946	Nov. 25, 1947	Nov. 25, 1948	

Lots 9, 10, 11, 12 (less Right of Way); all 16, 17; & 18, 19, and 20 (less Right of Way), Block 2, WESTERN ADDITION,	\$1.00 each	\$1.00 each	\$1.00 each	\$5.00 each
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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 25 day of November, 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. 84493, adopted on the 6th day of November, 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 J. MILLER

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 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 Nov 14 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 December 5th, 1946.

(SEAL)

THOMAS H. KUCHEL, Controller of
the State of California.
By EWING HASS
Deputy.

APPROVED AS TO FORM

Date 11/20/46.

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

By CARROLL H. SMITH

Deputy.

Date November 5, 1946.

J. F. DuPAUL, City Attorney.

By THOMAS J. FANNING

Deputy City Attorney.

No refunds of moneys paid in the
event of redemption.

THOMAS J. FANNING

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Option to Purchase Tax Deeded Lands in Western Addition; being Document No. 357752.

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

AGREEMENT FOR AMENDMENT OF CONTRACT

THIS AGREEMENT, made and entered into this 11 day of December, 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, and hereinafter sometimes designated as the City, and BAY SHORE MOTORS, a corporation, and hereinafter sometimes designated as the Contractor, WITNESSETH:

WHEREAS, The City of San Diego and said Bay Shore Motors, a corporation, as contractor, heretofore on the 13th day of June, 1946, entered into a contract for the furnishing to said City of 15 - 1946 Model Ford Deluxe Fordor Sedans, equipped with 239 cubic inch V8 motors, oil filter and oil bath air cleaners, heavy duty auto Lite police 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 police type generators and voltage regulators, 120 amp. hour battery standard Ford equipment; all as more particularly and in detail set forth in the specifications therefor contained in Document No. 350905, 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. 352925; and

WHEREAS, said contract and specifications contain a Federal Hindrance Clause; and

WHEREAS, due to strikes, critical material shortages and other conditions subsequently arising which were connected with and grew out of the war in which the United States was recently engaged, and which factors were and are entirely beyond the control of either party, it may render impossible the performance of said contract in accordance with its terms and conditions; and

WHEREAS, by reason of the foregoing said contractor cannot deliver 15 of the 1946 Model Ford Deluxe Fordor Sedans, or 8 - 1946 Model Ford Deluxe coupes, but that in lieu thereof the said contractor can deliver 15 - 1946 Ford V8 Super Deluxe model 4-door sedans, equipped with 239 inch V8 motors, oil filter and oil bath air cleaners, heavy duty Auto Lite police type generators and voltage regulators, 120 amp. hour battery, standard Ford equipment, and 8-1946 Ford V8 Super Deluxe 4-door Sedans, without the extra equipment above described; and said City and said contractor are mutually desirous of amending and modifying said contract by making changes in the character of the equipment to be furnished;

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:

The second, third and fifth paragraphs set forth on pages 1 and 2 of said contract, 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 and deliver to said City:

- 1 - 1946 Model Ford Deluxe Coupe, equipped with 239 cubic inch V8 motor, oil filter, oil bath air cleaner, heavy duty auto Lite police type generator and voltage regulator, 120 amp. hour battery Standard Ford equipment;
- 15 - 1946 Model Ford Super Deluxe 4-door Sedans, equipped with 239 cubic inch V8 motors, oil filter and oil bath air cleaners, heavy duty auto Lite police type generators and voltage regulators, 120 amp. hour battery, standard Ford equipment;
- 8 - 1946 Model Ford V8 Super Deluxe 4-door Sedans."

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

- 1 - 1946 Model Ford Deluxe Coupe, equipped with 239 cubic inch V8 motor, oil filter, oil bath air cleaner, heavy duty auto Lite police type generator and voltage regulator, 120 amp. hour battery Standard Ford equipment \$1,040.56
- 15 - 1946 Model Ford Super Deluxe 4-door Sedans, equipped with 239 cubic inch V8 motors, oil filter and oil bath air cleaners, heavy duty auto Lite police type generators and voltage regulators, 120 amp. hour battery, standard Ford equipment, \$1,418.98 each \$21,284.70

8 - 1946 Model Ford V8 Super Deluxe 4-door sedans, \$1,362.50 each \$ 10,900.80

\$ 33,226.06

Said prices include the California State sales tax."

"Said City, in consideration of the furnishing and delivery of said automobiles 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 automobiles by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit:

Thirty-three thousand two hundred twenty-six and 06/100 dollars (\$33,226.06), inclusive of California State sales tax.

Payment for said equipment will be made in accordance with purchase order and delivery."

Except as herein specifically amended, all of the terms and conditions of said contract dated June 13, 1946, shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 84615 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.

ATTEST: (SEAL)
H. J. SIEGLE

BAY SHORE MOTORS
By P. E. FRAZIER Vice-Pres.

I hereby approve the form and legality of the foregoing Agreement for amendment of contract this 11 day of December 1946.

J. F. DuPAUL
City Attorney.
By MOREY S. LEVENSON
Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Amendment of Contract with Bay Shore Motors for Delivery of Automobiles; being Document No. 367821.

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

AGREEMENT FOR AMENDMENT OF CONTRACT

THIS AGREEMENT, made and entered into this 11 day of December, 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, and hereinafter sometimes designated as the City, and BAY SHORE MOTORS, a corporation, and hereinafter sometimes designated as the Contractor, WITNESSETH:

WHEREAS, The City of San Diego and said Bay Shore Motors, a corporation, as contractor, heretofore on the 27th day of May, 1946, entered into a contract for the furnishing to said City of three Ford Deluxe Fordor Sedans and one Ford Super Deluxe Station Wagon, all as more particularly and in detail set forth in the specifications therefor contained in Document No. 360642, 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. 362283; and

WHEREAS, said contract and specifications contain a Federal Hindrance Clause; and

WHEREAS, due to strikes, critical material shortages and other conditions subsequently arising which were connected with and grew out of the war in which the United States was recently engaged, and which factors were and are entirely beyond the control of either party, it may render impossible the performance of said contract in accordance with its terms and conditions; and

WHEREAS, by reason of the foregoing said contractor cannot deliver the three Ford Deluxe Fordor Sedans, but that in lieu thereof the said contractor can deliver three Ford Super Deluxe 4-door Sedans, and said City and said contractor are mutually desirous of amending and modifying said contract by making changes in the character of the equipment to be furnished;

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:

The second, third and fifth paragraphs set forth on pages 1 and 2 of said contract, 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 and deliver to said City;

- 3 - Ford V8 Super Deluxe model, 4-door Sedans
- 1 - Ford Super Deluxe Station Wagon
- 100 H.P. Motor, 4 - 500 x 16, 6 ply tires."

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

- 3 - Ford V8 Super Deluxe model, 4-door Sedans, each, \$1,372.50 \$ 4,087.80
- 1 - Ford Super Deluxe Station Wagon 1,346.20
- \$ 5,434.00

Said prices include the California State Sales Tax."

"Said City, in consideration of the furnishing and delivery of said automobiles 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 automobiles by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit:

Five thousand four hundred and thirty-four dollars (\$5,434.00), inclusive of California State Sales Tax.

Payment for said equipment will be made in accordance with purchase order and delivery."

Except as herein specifically amended, all of the terms and conditions of said contract dated May 27, 1946, shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 84614 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:
H. J. SIEGLE

BAY SHORE MOTORS,
By P. E. FRAZIER - Vice-Pres.

I hereby approve the form and legality of the foregoing Agreement for amendment of contract this 11 day of December, 1946.

J. F. DuPAUL
City Attorney.
By MOREY S. LEVENSON
Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Amendment of Contract with Bay Shores Motors for Delivery of Automobiles; being Document No. 367822.

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

LEASE

THIS INDENTURE, made in duplicate, this 11th day of Dec., 1946, between RALPH S. ROBERTS, 1020 Garnet Avenue, Pacific Beach, in the City of San Diego, California, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part as lessee, and the party of the second part does hereby rent and take, as Lessee, the occupancy and use of that certain store room at 4516 Ingraham Street, Pacific Beach, in the City of San Diego, County of San Diego, State of California, for the purpose of a branch public library, for the term of one (1) year, commencing on the 1st day of July, 1946, and ending on the 30th day of June, 1947.

Yielding and paying therefor during the term thereof the sum of Seven Hundred Twenty Dollars (\$720.00), lawful money of the United States of America, payable in advance on the first day of each and every month during said term, in sums or payments as follows: Sixty Dollars (\$60.00) per month.

It is understood and agreed that said premises shall be used for library purposes only and that the Lessee accepts the premises in the condition that the same now are.

It is further understood and agreed that the Lessee will pay for all water used on said premises.

That the Lessee shall keep and maintain said premises in as good repair and condition as it may receive them at its own expense (ordinary wear and tear and the acts of God excepted); that the walls of said building are not to be defaced; and that said Lessor shall not be called upon to make any expenditures or repairs on said premises.

If the building or above-described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable, and are not rendered tenantable by the Lessor within sixty (60) days from the date of injury, this lease may be terminated by either party; and in case the premises are so damaged as not to require a termination of this lease, as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy.

It is expressly agreed by the parties hereto that this lease may be terminated at any time by either party hereto giving the other party ninety (90) days' notice in writing.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed his name and the City Manager of The City of San Diego has hereunto subscribed his name, as and for the act of said City, pursuant to Resolution No. 84635 authorizing such execution, the day and year first hereinabove written.

RALPH S. ROBERTS
Lessor.

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

I HEREBY APPROVE the form and legality of the foregoing Lease this 11th day of December, 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 Ralph S. Roberts for Store Room at 4516 Ingraham Street for a branch Public Library; being Document No. 367825.

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

LEASE

THIS INDENTURE OF LEASE, made in duplicate this 1st day of September, 1946, by and between the ED FLETCHER COMPANY, a corporation, and MARGARET STEELE TAYLOR LARSON, parties of the first part, hereinafter called "Lessors," and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, hereinafter called "Lessee," WITNESSETH:

THAT WHEREAS, the parties of the first part are the owners of that certain building at the Northeast corner of Ninth Avenue and E Street, in the City of San Diego, County of San Diego, State of California, located on Lot "F", in Block 48, of Horton's Addition in the City of San Diego, and that the Lessee is desirous of leasing from the said Lessors said building, to be occupied by the San Diego Public Library;

NOW, THEREFORE, the said Lessors do hereby demise and let unto the said Lessee, and the said Lessee does hereby rent and take from the said Lessors, all of said building hereinabove mentioned, to have and to hold the said premises for the period of three years, commencing on the 1st day of September, 1946, up to and including the 31st day of August, 1949, at a rental of Seven Hundred Dollars (\$700.00) per month, payable in advance on the first day of each and every month during said term.

It is understood and agreed that the Lessors, at their own expense, will repair the exterior and maintain the roof of said building free from leakage, Lessee to make desired repairs and maintain the interior of said building at its expense.

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

It is further understood and agreed that said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than a public library, and purposes connected therewith, without the written consent of the Lessors first obtained and endorsed hereon; and if so assigned, let or underlet, used or permitted to be used without such written consent, the Lessors may re-enter and relet the premises, and this lease, by such unauthorized act, shall become void if the Lessors shall so determine and elect.

It is further understood and agreed that the Lessee shall be permitted to remove from said premises upon the termination of this lease all fixtures, equipment and other property placed therein by the Lessee, excepting floor coverings and roller shades which will be left upon said premises and thereupon become the property of the Lessors; provided, however, that said premises and said building shall be left in as good condition as the same were in at the beginning of this lease, reasonable use and wear thereof and damage by the elements excepted.

If the building or above described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable, and are not rendered tenantable by the Lessors within ninety (90) days from the date of injury, this lease may be terminated by either party. That in case the premises are so damaged as not to require a termination of this lease, as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy; provided, however, that in no event shall the Lessors be required to repair the damage to fixtures, equipment and other property placed therein by the Lessee, and removable by said Lessee, as herein provided.

That the Lessee shall not keep or permit to be kept by any one on the demised premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

Time is of the essence of this lease, and unless the conditions to be performed on the part of the Lessee are kept and performed in the manner and at the times herein provided, the said Lessors may terminate this lease, and retake and repossess said premises. Upon the performance of the conditions, as herein provided, by the Lessee, it shall have the quiet and peaceable possession of said premises.

IN WITNESS WHEREOF, the Lessors have duly executed this agreement, and the City Manager of The City of San Diego has hereunto subscribed his name, as and for the act of said City, pursuant to Resolution No. 84769 authorizing such execution, the day and year first hereinabove written.

ATTEST:

ED FLETCHER COMPANY
By ED FLETCHER
MARGARET STEELE TAYLOR LARSON
LESSORS.

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

I hereby approve the form and legality of the foregoing Lease this 6th day of December, 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 Ed Fletcher Company et al for Buildings on Lot F, Block 48, Horton's Addition, for Public Library purposes; being Document No. 367827.

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

BOND #18146

PREMIUM \$10.00

KNOW ALL MEN BY THESE PRESENTS, That GEORGE W. KETTENBURG, Jr., an individual doing business as KETTENBURG BOAT WORKS, as Principal and MANUFACTURERS CASUALTY INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of PENNSYLVANIA as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED THIRTEEN and no/100 Dollars (\$513.00), lawful money of the United States of America, to be 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 6th day of December, 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 - 18' power net dory

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:

PAUL A. KETTENBURG
Paul A. Kettenburg, Engineer

GEORGE W. KETTENBURG
George W. Kettenburg, Jr., Owner & Gen. Mgr.
doing business as
KETTENBURG BOAT WORKS
Principal.

(SEAL)

MANUFACTURERS CASUALTY INS. CO.
Surety
By HARRY G. MALM
Harry G. Malm - Attorney-in-fact

I hereby approve the form of the within Bond, this 11th day of December, 1946.

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

I hereby approve the foregoing bond this 11th day of December 1946.

F. A. RHODES
City Manager.

MANUFACTURERS' CASUALTY INSURANCE COMPANY
of Philadelphia
CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 5th day of December, 1946, before me appeared HARRY G. MALM, to me personally known, who being by me duly sworn did say that he is the Attorney-in-fact of the MANUFACTURERS' CASUALTY INSURANCE COMPANY OF PHILADELPHIA, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its board of directors; and said HARRY G. MALM acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

My Commission Expires June 21, 1949.

ELIZABETH HELPLING
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 5th day of December, 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 GEORGE W. KETTENBURG, Jr., an individual doing business as KETTENBURG BOAT WORKS, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - 18' power net dory, in accordance with the following specifications:

Length 18' 6"
Beam (not including guard rail) 6' 8"
Draft of hull 1' 6"
Keel 2" x 4" Douglas Fir
Apron 2" x 6" "
Stem 2" x 7" Oak
Transom corners 4" x 5" "
Frames - 1-1/8" x 2-3/4" spruce with plywood gussets
Floors - 1-1/8" oak and spruce
Engine timbers - 2" x 5" Douglas Fir running almost full length of boat
Battens 9/16" x 1-1/2" Oak
Planking - 1/2" 5-ply waterproof Marine Plywood (all fastened with heavy
galvanized wood screws)
Decking - 1/2" 5-ply waterproof Marine Plywood
Length of forward deck - 10' 7"
Length of cockpit 7' 5"
Heavy 4" x 4" Oak Towing Bit installed behind operator's seat
Large over-sized Navy bilge pump installed in cockpit with intake pipe to
lowest point of bilge, outlet piped overboard
Automotive type steering wheel
Hand throttle
Heavy lifting rings
115 horse power Chrysler Crown Marine Engine with Monel Propeller shaft
Combination red and green boat light, flag pole socket with flag pole,
combination stern light flag pole socket, electric horn
and fire extinguisher, all included in contract price.

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

Two Thousand Fifty Dollars (\$2,050.00). Said price does not include the California State Sales Tax.

In the event O. P. A. authorizes an increase in price of said equipment prior to date of delivery to The City of San Diego, the amount of such increase may be added to the price 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 delivery 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 contractor agrees to make 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:

Two Thousand Fifty Dollars (\$2,050.00), exclusive 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 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. 84547 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.
GEORGE W. KETTENBURG
George W. Kettenburg, Jr.
an individual doing business as
KETTENBURG BOAT WORKS
Contractor.

ATTEST:
PAUL A. KETTENBURG
Paul A. Kettenburg, Engineer.

I hereby approve the form and legality of the foregoing contract this 11th day of December, 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 George W. Kettenburg, Jr. for furnishing 1 - 18' Power Net Dory; being Document No. 357837.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sick Deputy.

KNOW ALL MEN BY THESE PRESENTS, That GRIFFITH COMPANY, a corporation, as Principal and NATIONAL SURETY CORPORATION a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED TWENTY-THREE and no/100 Dollars (\$823.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of December, 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 widen and realign the roadway on Ingraham Street south of La Cima Drive in Crown Point, 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:
CATHERINE ROBERTON
Asst. Secretary

(SEAL) GRIFFITH COMPANY
S. M. GRIFFITH
S. M. Griffith President
Principal.
NATIONAL SURETY CORPORATION
Surety.
(SEAL) By MYRON C. HIGBY
Attorney-in-fact.

I hereby approve the form of the within Bond, this 11th day of December, 1946.

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

I hereby approve the foregoing bond this 12th day of December 1946.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA,) S.S.
COUNTY OF LOS ANGELES)

On this 9th day of December, 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.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That GRIFFITH COMPANY, 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 SIX HUNDRED FORTY-FIVE and no/100 Dollars (\$1545.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of December, 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 widening and realignment of the roadway on Ingraham Street south of La Cima Drive, 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 Six Hundred Forty-five and no/100 Dollars (\$1545.00), 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.

ATTEST:
CATHERINE ROBERTON
Asst. Secretary

(SEAL)

GRIFFITH COMPANY, Principal,
By S. M. GRIFFITH
S. M. Griffith President

(SEAL)

NATIONAL SURETY CORPORATION
By MYRON C. HIGBY
Attorney-in-fact

I HEREBY APPROVE the form of the foregoing Bond this 11th day of December, 1946.

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

STATE OF CALIFORNIA,) S.S.
COUNTY OF LOS ANGELES)

On this 9th day of December, 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 9th day of December, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GRIFFITH COMPANY, a corporation, party of the second

part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The widening and realignment of the roadway on Ingraham Street south of La Cima Drive, in the City of San Diego, California, in accordance with the plans and specifications filed in the office of the City Clerk of said City under Document No. 365543.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Three Thousand Two Hundred Ninety Dollars (\$3290.00).

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 _____ 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 Two Hundred Ninety Dollars (\$3290.00), 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, 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 Engineer, 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
Asphalt Raker and Ironer	10.80
Fine Grader (Highway and Street Paving only)	10.00
Sewer Pipe Layer (excluding caulker)	11.60

OPERATING ENGINEERS:

Apprentice Engineer, including fireman, oiler, greaser	10.60
Concrete or Asphalt Spreading, Mechanical Tamping or Finishing Machine Operator	13.60
Concrete Mixer Operator - paving type and mobile mixer	14.40
Motor Patrol Operator, including any type of power blade	14.60
Pavement Breaker Operator	13.20
Roller Operator	13.20
Skip Loader Operator - wheel type	12.60
Tow Blade or Grader Operator	12.60
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

OTHER TRADES:

Carpenter	13.20
Cement Finisher	14.20
Electrician Journeyman	15.00
Reinforcing Iron Worker	14.20
Any classification omitted herein not less than	9.20

OVERTIME:

Legal Holidays, Saturdays and Sundays, and other overtime when permitted by law to be paid for at a rate not less than time and one-half.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board 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. 84648 of the Council authorizing such executed, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

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

City Manager
GRIFFITH COMPANY, Contractor
By S. M. GRIFFITH
S. M. Griffith President

ATTEST:

CATHERINE ROBERTON
Asst. Secretary

(SEAL)

I HEREBY APPROVE the form and legality of the foregoing Contract this 11th day of December, 1946.

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

"RESOLVED, that the President, or in his absence, the Vice Presidents, shall sign all certificates of stock, deeds, notes, bids and contracts."

I hereby certify that the above is a true and correct copy of a Resolution passed by the Board of Directors of Griffith Company on March 5th, 1929.

W. R. MIRAMS
Secretary for GRIFFITH COMPANY

Subscribed and sworn to before me
this _____ day of _____, 194____,

Notary Public in and for the County
of Los Angeles, State of California
My Commission expires May 22, 1948

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Griffith Company for Improving Ingraham Street, south of La Cima Drive; being Document No. 367849.

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

KNOW ALL MEN BY THESE PRESENTS, That GREAT WESTERN DIVISION OF DOW CHEMICAL COMPANY, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, A Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two hundred fifty Dollars (\$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 13th day of December, 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, Liquid ferric chloride in tank car loads of 8,000 gallons each, f.o.b. cars Santa Fe track in yard at Sewage Disposal Plant, 3375 Harbor Drive, San Diego, California, or in contractor's tank trucks of approximately 1000 gallons each, f.o.b. 4151 Bandini Boulevard, Los Angeles, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

GREAT WESTERN DIVISION
THE DOW CHEMICAL COMPANY
J. H. SCISM
Principal.

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety
By LAWRENCE DOWNEY
Lawrence Downey Attorney In Fact

I hereby approve the form of the within Bond, this 18th day of December, 1946.

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

I hereby approve the foregoing bond this 19th day of December 1946.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA)
City and County of San Francisco) SS.

On this 13 day of December in the year one thousand nine hundred and 46, before me, MARGARET M. LYNCH a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Lawrence Downey 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 City and County of San Francisco, the day and year in this certificate first above written.

(SEAL) MARGARET M. LYNCH
Notary Public in and for the City and County of
My Commission will Expire February 10, 1948. 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 13th day of December, 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:

The City's requirements for ferric chloride 43 to 50 per cent FeCl₃ in aqueous solution, for a period of one year beginning on the 15th day of November, 1946, and ending on the 14th day of November, 1947; all in accordance with the specifications therefor contained in Document No. 366427, on file in the office of the City Clerk of said City.

Deliveries shall be made f.o.b. cars Santa Fe track in yard at Sewage Disposal Plant, 3375 Harbor Drive, San Diego, California, when and as required by the City, in tank cars containing approximately 8000 gallons of aqueous solution per car. The minimum requirements of ferric chloride for the year commencing November 15, 1946, will be approximately three cars of approximately 8,000 gallons each.

In the event that the contractor's tank car is not available at any time, the City shall have the option of taking delivery of ferric chloride in contractor's tank truck of 1000 gallons capacity from 4151 Bandini Boulevard, Los Angeles, California.

Said contractor hereby agrees to furnish and deliver said ferric chloride in aqueous solution at and for the following price, to-wit:

Ferric Chloride in tank cars of approximately 8,000 gallons each, f.o.b. Sewage Plant, San Diego, at \$3.10 per hundred pounds.

Ferric chloride in tank trucks of 1000 gallons capacity, f.o.b. 4151 Bandini Boulevard, Los Angeles, California, at \$2.85 per hundred pounds.

Said prices do not include the California State Sales Tax.

Said City, in consideration of the furnishing and delivery of said ferric chloride 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 ferric chloride by said City, will pay said contractor the following sums, to-wit:

For ferric chloride in tank cars of approximately 8,000 gallons each, f.o.b. Sewage Plant, San Diego, California, \$3.10 per hundred pounds, plus California State Sales Tax.

For ferric chloride in tank trucks of 1000 gallons capacity, f.o.b. 4151 Bandini Boulevard, Los Angeles, California, \$2.85 per hundred pounds, plus California State Sales Tax.

Payments for said ferric chloride 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. 84520 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 18th day of December, 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 Great Western Division of Dow Chemical Company for Furnishing Liquid Ferric Chloride; being Document No. 358109.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. W. Sick Deputy.

KNOW ALL MEN BY THESE PRESENTS, That NEYENESCH PRINTERS, INC., a 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 Eleven hundred forty Dollars (\$1140.00), lawful money of the United States of America, to be 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 SIXTH day of December, 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:

400 sets of Volumes I, II, and III of Specifications and Drawings for Alvarado Filtration Plant and 50 extra copies of Notice;

100 prints of any drawing or drawings, unbound (in addition to prints in bound volumes); 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)
JAMES M. NEYENESCH
Sec. Treas.
Witness

NEYENESCH PRINTERS, INC.
BY ROBERT H. NEYENESCH, 1st Vice President
Principal.

(SEAL)
ATTEST:
HERMAN J. LEGARE
Witness

PACIFIC EMPLOYERS INSURANCE COMPANY
By J. G. REILLY
J. G. Reilly, Attorney In Fact

I hereby approve the form of the within Bond, this 13th day of December, 1945.

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

I hereby approve the foregoing bond this 12th day of December, 1945.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this Tenth day of December, 1945, before me Jonas Edwin Hedquist, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared J. G. Reilly 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 10th day of December, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and NEYENESCH PRINTERS, 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 contract hereby covenants and agrees to and with said City to furnish and deliver to said City:

400 sets of Volumes I, II and III of Specifications and Drawings for
Alvarado Filtration Plant, and 50 extra copies of Notice
100 prints of any drawing or drawings, unbound (in addition to prints in bound volumes);

in accordance with the specifications therefor contained in Document No. 365584, on file in the office of the City Clerk of said City.

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

400 sets Volumes I, II and III of Specifications and Drawings for Alvarado Filtration Plant and 50 extra copies of Notice, for the lump sum of \$ 4,550.00
100 prints of any drawing or drawings, unbound (in addition to prints in bound volumes), for the sum of \$4.00 per drawing.

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

Said contractor agrees to complete the delivery of all of said prints 60 days after receipt of final copy from the City.

Said City, in consideration of the furnishing and delivery of said prints 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 prints by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For 400 sets Volumes I, II, and III of said Specifications and Drawings the lump sum of \$ 4,550.00

For 100 prints of any drawing or drawings, unbound, in addition to prints in bound volumes, the sum of \$4.00 per drawing.

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

Payment will be made for said prints 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. 84519 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:

JAMES M. NEYENESCH

Sect. Treas.

NEYENESCH PRINTERS, INC.,

By ROBERT H. NEYENESCH, 1st Vice President

Contractor.

I hereby approve the form and legality of the foregoing contract this 12 day of December, 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 - Neyenesch Printers for Printing of Plans and Specifications; being Document No. 357850.

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 Two thousand one hundred forty-three Dollars (\$2,143.00), lawful money of the United States of America, to be 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 9th day of December, 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:

6 - 30" Nordstrom Fig. 1159, Venturi type lubricated tapered plug valves, test pressure 240 psi, 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.

ATTEST:

E. S. BRUCE

Office Mgr.

CRANE COMPANY

By R. E. MUSE, Mgr.

Principal.

GENERAL CASUALTY COMPANY OF AMERICA

By FRANK FIEGER

Attorney-in-fact

(SEAL)

ATTEST:

SHIRLEY F. WILSON

I hereby approve the form of the within Bond, this 19th day of December, 1946.

J. F. DuPAUL

City Attorney.

By B. L. COMPARET

Deputy City Attorney.

I hereby approve the foregoing bond this 19 day of Dec. 1946.

F. A. RHODES

City Manager.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 11th day of December, 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.

(SEAL)
NOTARY AFFIDAVIT.

SHIRLEY F. WILSON
Notary Public, San Diego Co., Calif.
My Commission Expires August 21, 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 11th day of December, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CRANE COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

6 - 30" Nordstrom Fig. 1169, Venturi type lubricated tapered plug valves, test pressure 240 psi, with worm gears, handwheels, 125# Standard flanges;

in accordance with the specifications therefor contained in Document No. 365581, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver the valves above described at and for the sum of \$8,570.40. Said price includes the California State Sales Tax.

In the event OPA 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 bid price hereinabove set forth. In the event OPA control of the 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. If the manufacturer decreases the price of the product, any such decrease in price made effective by the manufacturer prior to date of shipment shall be deducted from the bid price, provided, however, that any decrease in price to the City shall not exceed 10% of the price quoted to the City.

Said contractor agrees to deliver said valves on or before the 20th day of May, 1947.

Said City, in consideration of the furnishing and delivery of said 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 valves by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of \$8,570.40.

Payment for said valves 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. 84517 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:
E. S. BRUCE
Office Mgr.

CRANE COMPANY
By R. E. MUSE, Mgr.
Contractor.

I hereby approve the form and legality of the foregoing contract this 19th day of December, 1946.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Crane Company for Furnishing 6 - 30" Nordstrom Plug Valves; being Document No. 368200.

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

KNOW ALL MEN BY THESE PRESENTS, That CLIFTON COATES, P. H. DAVENPORT, HUGH McARTHUR and E. T. GUYMON, JR., co-partners doing business under the firm name and style of SOUTHERN EQUIPMENT & SUPPLY COMPANY, 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 NINE HUNDRED EIGHT and no/100 Dollars (\$908.00), lawful money of the United States of America, to be 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 18th day of December, 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 - International tractor loader,

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

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

P. H. DAVENPORT
CLIFTON COATES
HUGH McARTHUR
E. T. GUYMON, Jr.
co-partners dba
SOUTHERN EQUIPMENT AND SUPPLY COMPANY
Principal.

(SEAL)

MARYLAND CASUALTY COMPANY
Surety.
By F. R. CORBETT
(F.R.Corbett) Its Attorney-in-Fact.

I hereby approve the form of the within Bond, this 23rd day of December, 1946.

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

I hereby approve the foregoing bond this 23rd day of December, 1946.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 18th day of December, 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.

(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 18th day of December, 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 CLIFTON COATES, P. H. DAVENPORT, HUGH McARTHUR and E. T. GUYMON, JR., co-partners, doing business under the firm name and style of SOUTHERN EQUIPMENT & 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 - International 1-6 Industrial Tractor with 4-cylinder 3-7/8 x 5-1/4 high compression gasoline engine, differential steering brakes (foot operated), transmission-five forward speeds, upholstered seat, foot accelerator-variable speed governor-pintle hook drawbar;

as modified per Hough List #26, which modification includes:

Electric starting attachment, heavy front axle attachment without spring, set of 2 rear wheel weight (1st), set of 2 rear wheel weights (2nd), front power take-off coupling, 12.00 x 24 6-ply dual rear low pressure pneumatic tires, less starting crank, tractor with 7.50 x 20 - 8-ply high pressure front tires, and Hough Model 1-6-a Industrial Hydraulic front end loader.

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

- 1 - International I-6 tractor ----- \$3631.35

Said price does not include the California State Sales Tax.

Said price is subject to the PRICE ADJUSTMENT CLAUSE contained in Document No. 364074, on file in the office of the City Clerk of said City, which Price Adjustment Clause is by reference thereto made a part hereof as though fully set forth herein.

Said price includes an estimation of the freight, and contractor agrees to invoice City for only the exact freight cost.

Said contractor agrees to complete said delivery on or before May 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:

Three Thousand Six Hundred Thirty-one and 35/100 Dollars (\$3631.35), or lesser amount if estimation of freight amounts to more than actual cost of freight, exclusive of California State Sales Tax.

Payment for said tractor 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. 84052 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.

P. H. DAVENPORT

CLIFTON COATES

HUGH McARTHUR

E. T. GUYMON, Jr.

co-partners dba

SOUTHERN EQUIPMENT & SUPPLY CO.

Contractor.

I hereby approve the form and legality of the foregoing contract this 23rd day of December, 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 Equipment & Supply Company for Furnishing one International Tractor Loader; being Document No. 358347.

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

KNOW ALL MEN BY THESE PRESENTS, That S. MORGAN SMITH COMPANY, a corporation, as Principal and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand six hundred fifty Dollars (\$2,550.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 16th day of December, 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.

ATTEST: (SEAL)
D. D. McARTHUR

S. MORGAN SMITH COMPANY
By BURWELL B. SMITH, V. Pres.
Principal.

ATTEST: (SEAL)
RICHARD M. PETTIGREW

THE AETNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT Surety.
By JOHN W. STEACY
Attorney-In-Fact

I hereby approve the form of the within Bond, this 23rd day of December, 1946.

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

I hereby approve the foregoing bond this 24 day of Dec., 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 16th day of December, 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. 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. 355581, 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 \$10,500.00. Said price includes the California State Sales Tax.

In the event OPA 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 bid price hereinabove set forth. In the event OPA control of the 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. If the manufacturer decreases the price of the product, any such decrease in price made effective by the manufacturer prior to date of shipment shall be deducted from the bid price, provided, however, that any decrease in price to the City shall not exceed 10% of the price quoted to the City.

Said contractor agrees to deliver said cone valves within 210 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 \$10,500.00.

Payment for said cone valves 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. 84518 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:

D. D. McARTHUR

S. MORGAN SMITH COMPANY

By BURWELL B. SMITH, V. Pres.

Contractor.

I hereby approve the form and legality of the foregoing contract this 23rd day of December, 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 S. Morgan Smith Company, a corporation, for Furnishing 2 - 30" S. Morgan Smith Cone Valves; being Document No. 358373.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. W. Sick

Deputy.

P E R M I T A G R E E M E N T

THIS PERMIT AGREEMENT, made this 20th day of December, 1945, between THE CITY OF SAN DIEGO, acting by and through the City Manager, hereinafter designated as the "City", party of the first part, and THE SAN DIEGO REGIONAL OFFICE OF THE VETERANS ADMINISTRATION, party of the second part, WITNESSETH:

THAT WHEREAS, under and subject to the provisions of Ordinance No. 1013 (New Series) of the ordinances of The City of San Diego, the San Diego Regional Office of the Veterans Administration is granted hereby, for a period not to exceed six months from date, permission to store personal property of said Regional Office in that building in Balboa Park known as "The California State Building,"

NOW THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part, this permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

1. That the party of the second part shall save the City harmless from any claim or damage or injury to person or property that may result from such occupancy;
2. That the City shall not be required to incur any expense or obligation to remove, repair or reconstruct any portion of the building or portion covered by this permit; and that the party of the second part shall, at its own expense, at all times maintain the building or space covered by this permit in a safe, clean and sanitary condition, and promptly, when required to do so by the City Manager, make any repairs of damage or depreciation resulting from this occupancy;
3. That the use and occupancy provided for by this permit shall also be subject to such uniform and proper rules and regulations as the Park Department is authorized to make and enforce under the provisions of Ordinance No. 1013 (NS) for the use, occupancy, maintenance and care of such buildings, or part of buildings, as are authorized to be allocated for use and occupancy under such ordinance.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the City Manager, party of the first part, and the party of the Second Part, the San Diego Regional Office of The Veterans Administration, the day and year in this permit first above written.

THE CITY OF SAN DIEGO
 By F. A. RHODES City Manager
 SAN DIEGO REGIONAL OFFICE
 THE VETERANS ADMINISTRATION
 By HENRY B. MILLER
 Asst. Regional Mgr.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit Agreement to San Diego Regional Office of The Veterans Administration; being Document No. 368554.

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

LEASE AGREEMENT

THIS AGREEMENT, Made and entered into this 31st day of December, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part and hereinafter sometimes designated as the "City", or "lessor", and TOM H. HAYNES, FRANK J. GUTHRIE and LARRY FINLEY, a co-partnership, party of the second part, hereinafter designated as the "lessee", WITNESSETH:

THAT WHEREAS, the party of the second part is desirous of obtaining a lease from THE CITY OF SAN DIEGO, for the operation of a portion of the premises known as MISSION BEACH AMUSEMENT CENTER, hereinafter called the "Amusement Center" located at Mission Beach in the said City of San Diego; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

1. In consideration of the matters and things hereinafter set forth The City of San Diego does hereby lease and let to Tom H. Haynes, Frank J. Guthrie and Larry Finley, a co-partnership, and the said Tom H. Haynes, Frank J. Guthrie and Larry Finley do hereby take and accept from The City of San Diego, premises and improvements known as Mission Beach Amusement Center, together with all amusement devices and equipment thereon or therein located belonging to the City, designated as "Exhibit A", attached hereto and made a part hereof, and designated more particularly as drawing No. 6814-L, excepting therefrom, however, the following parcels, to-wit:

- (a) The parcel marked (B) on "Exhibit A", leased to the Mission Beach Roller Coaster Company, a corporation, for a roller coaster;
- (b) The bath house, swimming pool and its appurtenances, marked (C) on "Exhibit A";
- (c) From and after January 3, 1948, the parcel occupied by the Miniature Golf Course, marked (A) on "Exhibit A", shall be excluded from this lease, in accordance with the terms of a contract between the City of San Diego and Sam Lipsett, dated March 18, 1946, bearing Document No. 350219, and the rental after said January 3, 1948, shall be paid directly to the City.

The following described parcel shall be reserved for the use of the lessee of the roller coaster site, for ingress and egress:

A strip of land 10.00 feet in width, 5.00 feet on each side of the following described center line:

Commencing at the northeasterly terminus of that certain line described as bearing north 42° 19' 24" east 37.72 feet in said Lease Agreement between The City of San Diego, and the said Mission Beach Roller Coaster Company; thence south 42° 19' 24" west, a distance of 22.77 feet to the True Point of Commencement of said strip of land 10.00 feet in width; thence south 87° 08' west a distance of 53.78 feet to a point;

The northerly and southerly side lines of said strip of land 10.00 feet in width, shall be prolonged or shortened so as to terminate in said line bearing north 42° 19' 24" east;

All of which is shown on a blue print of said drawing No. 6432-L attached hereto and made a part hereof.

2. TO HAVE AND TO HOLD the said premises and each and every part thereof for a period of five (5) years, beginning on the 3rd day of January, 1947, and ending on the 2nd day of January, 1952, with an option to renew for a period of five (5) years from and after the termination of this agreement.

The lessee shall notify the City in writing at least sixty (60) days before the termination of this agreement if it desires to exercise its option of renewal.

3. The lessee agrees to pay as rent for said premises to The City of San Diego seven percent (7%) of the gross receipts of the lessee or Ten Thousand Dollars (\$10,000.00) per year, whichever is the greater; said payments to be made as follows:

The sum of Two Thousand Five Hundred Dollars (\$2500.00) on January 3rd of each year during the term of the lease;

The sum of Two Thousand Five Hundred Dollars (\$2500.00) on June 1st of each year during the term of this lease;

The sum of Two Thousand Five Hundred Dollars (\$2500.00) on July 15th of each year during the term of this lease;

The sum of Two Thousand Five Hundred Dollars (\$2500.00) on September 1st of each year during the term of this lease;

If seven per cent (7%) of the receipts of the lessee for the business year commencing on January 3rd and ending on January 2nd of the following year for any year during the term of this lease, is greater than the sum of Ten Thousand Dollars (\$10,000.00), then the lessee shall, within twenty (20) days after the close of the business year make a final payment to the City equal to the amount due to the City over and above the guaranteed rental of Ten Thousand Dollars (\$10,000.00).

In consideration of the fact that Larry Finley purchased the building owned by Edward A. Kickham, which houses the roller skating rink and later deeded the premises, including the building and its improvements to the City, the rental to be paid by the lessee to the City for the roller skating concession shall be two per cent (2%) of the gross receipts of said concession for the period from January 3, 1947 to January 2, 1948, inclusive.

On and after January 3, 1948, during the remainder of said lease, the rental shall be seven percent (7%) of the gross receipts. Under both conditions, the gross receipts of the roller skating rink shall be construed to be a portion of the revenue of the Amusement Center and subject to all terms and conditions hereinbefore and hereinafter set forth.

"Gross receipts" of the lessee are defined to mean all amounts received from the operation of any concession or facility within the Mission Beach Amusement Center that the lessee may operate or in which it may have any interest, plus all amounts received by the said lessee from such concession agreements as it may make with others for the operation of any concession or facility within said Mission Beach Amusement Center.

In the event that the lessee shall sublet to anyone the right to operate any concession or facility in said Amusement Center and any such sublease or concession shall be held by any

corporation, syndicate, association or partnership of any kind in which the lessee or any of the partners of said partnership if any, share an interest, then the term "gross receipts" shall include all the receipts derived from the operation of such facility or concession which has been so sublet. In any event, "gross receipts" shall be deemed to include the total sum received from the sale of tickets of admission to the dance hall regardless of whether the dance hall is operated by the lessee or sublet to others for operation, unless the City Manager, by written permission waives this requirement on special occasions when, in his opinion, it is in the best interest of the City to grant such a waiver.

4. It is further agreed that the bath house or portion thereof and appurtenant facilities operated by the City may be used by the lessee by the payment of a flat rental determined by the City Manager, and in addition the lessee shall pay 7% of its gross receipts as defined in section 3. The prices for services, admission, or commodities sold in conjunction with the use of these facilities as permitted by the City shall be established by the City Manager.

5. Nothing in this agreement shall be construed as making the lessee the agent or employee of The City of San Diego for any purpose, nor as creating between the City and the lessee a relationship or partnership or joint adventure.

6. The lessee agrees to employ at its own expense a certified public accountant, to be approved by the City for the purpose of keeping a complete and accurate account of all receipts from the operation of the Amusement Center and each concession, amusement facility or device, place where food and/or drink is sold or furnished, etc.; said accounts to be kept in such form and manner as may be required by said Certified Public Accountant; such Certified Public Accountant shall, within twenty (20) days after the close of each three (3) months period ending on March 31st, June 30th, September 30th and December 31st, certify to the City and to the lessee the amount of the gross receipts as defined in this lease for the preceding three (3) month period.

The lessee agrees that a representative of the City, upon presentation of proper credentials, may at reasonable intervals and during business hours, examine the books of the lessee.

7. The lessee agrees that it will, at its own cost and expense maintain and keep the premises and all structures and improvements thereon, with the exception of the roofs of the buildings, in a good state of repair and in a condition suitable for operation, all to the satisfaction of The City of San Diego; this shall include the painting of all structures with oil paint of good quality during the month of April, 1948, and then again three (3) years from April, 1948. The deep colored dado around base of all buildings shall be painted with oil paint of good quality once every year unless the City Manager shall permit otherwise.

8. The lessee agrees to maintain and keep clean the entire area covered by this lease, including all comfort stations, toilets and rest rooms, and shall collect in suitable closed and sanitary containers, all trash, refuse, garbage, etc. Garbage shall be kept in separate containers than those used for trash and refuse. Garbage will be collected from such containers by The City of San Diego at reasonable times each week, and all trash, refuse etc. shall be disposed of by the lessee within a reasonable time.

9. The lessee agrees to operate and maintain adequate lighting facilities and agrees to pay all water, light, power and other utility bills within the area covered by this lease promptly when the same shall come due.

10. The lessee further agrees that it will, at its own expense, provide a watchman to patrol the grounds in the manner required by the insurance policies held by The City of San Diego on the buildings and property in said Amusement Center.

11. The lessee agrees that it will operate and maintain the parking lot and all property set aside for parking purposes and covered by this lease. The parking fee to be charged the public shall not be in excess of fifteen cents (15¢) per car for any period up to twenty-four (24) hours.

12. The lessee agrees that it will maintain and operate the picnic area and the playgrounds lying westerly of the parking lot. No charge shall be made for the use of the playgrounds, picnic grounds or facilities, except that the lessee reserves the right to make a charge for the use of horseshoes, nets, balls etc. to be used in the play area; provided that the charge therefor shall not exceed the sum of twenty-five cents (25¢) per half hour period.

13. The lessee agrees to secure concessions of various kinds which are acceptable to The City of San Diego, and further agrees that it will not permit any gambling devices, or gambling concessions of any kind, nor permit any lewd or immoral shows, or other features which will be objectionable to the City or the public; and said lessee further agrees that there shall be no concession for the guessing of weight, ages, or similar concessions.

14. The lessee further agrees that in any concessions or rentals or places furnishing foodstuffs or drinks, the following ceiling prices on said foods and drinks, and on certain amusements, hereinafter enumerated, shall prevail:

Hot dogs, not to exceed fifteen cents (15¢);

Hamburgers, not to exceed twenty cents (20¢);

Soft drinks, not to exceed ten cents (10¢);

Milk, not to exceed ten cents (10¢);

Buttermilk, not to exceed ten cents (10¢);

Amusement games, not to exceed ten cents (10¢);

Electric rides, not to exceed twenty-five cents (25¢);

Shooting galleries, not to exceed twenty-five cents (25¢);

All sales taxes, amusement taxes and admission taxes to be included in the above prices.

15. The lessee agrees to equip, maintain and supervise the playgrounds for children at its own cost, and further agrees to maintain said playgrounds for the period from June 15th to September 15th of each year during the term of this lease.

16. The lessee agrees to operate the premises as an amusement center continuously and without interruption from May 15th to September 15th of each year, and agrees to operate the same for such additional periods as the City deems advisable during the balance of the year; and during the period from May 15th to September 15th of each year, the lessee agrees to give and put on at least two (2) dances each week and during the remainder of the year to furnish and put on at least one dance each week except that no dances need be held during the months of November, December, January and February, unless the lessee so desires. The lessee agrees to provide good musical talent for all dances conducted by it.

17. Said lessee further agrees to operate the property in such manner as not to create or permit any nuisance thereon, and any objectionable features shall immediately be removed upon notice from the City.

18. The entire operation of the said Amusement Center shall conform to the provisions of all Federal, State and Municipal laws, ordinances, rules and regulations.

19. It is agreed that the lessee may make such changes, modifications and rearrangements in any of the buildings as it may deem necessary, after having first obtained the consent of the City so to do, and in the event of such change the lessee agrees to take care of all expenses connected therewith.

20. It is agreed that no intoxicating liquors shall be sold on said premises, except wine and beer; and the lessee agrees that it will prevent any alcoholic liquor of any kind from being consumed in, or being brought into the Mission Beach Dance Hall by any person

during the term of this lease.

21. The lessee agrees that it will furnish at its own cost, and file with The City of San Diego the following bonds and policies of insurance, written by companies authorized to do business in the State of California, and satisfactory to the City Manager of The City of San Diego; such bonds and insurance policies to be kept in force and effect throughout the period of this lease, and in the event that any such bond or insurance policy is cancelled, or that the company which has written the same shall cease to be financially responsible to the satisfaction of the City Manager of The City of San Diego, then upon notice by The City of San Diego another bond or insurance policy in a similar amount, but written by a company satisfactory to the City Manager of The City of San Diego shall forthwith be substituted therefor, at the expense of the lessee. Said bonds and policies of insurance are as follows:

(a) A Policy of Workmen's Compensation Insurance covering all of the employees of said lessee;

(b) A faithful performance bond in the sum of twenty thousand dollars (\$20,000.00);

(c) A policy similar to that called as Owners', Landlords' and Tenants' Public Liability Policy for \$50,000.00/\$100,000.00 limits, with The City of San Diego named as an additional insured to protect the City and its officers from liability imposed by Acts numbered 5149, 5150, 5518 and 5519 of Deering's General Laws, and by sections 1980, 1981 and 1982 of the Government Code, and by any other statutes, federal or state, or any law whatsoever covering lessee's operation of a dance hall and any and all other concessions, parking lots and premises that the lessee, or concessions sublet by the lessee, shall operate.

22. The said lessee shall also secure and file with The City of San Diego the following policy of insurance for each sublessee, subconcessionaire, or other person with whom he enters into a contract to operate in the said Amusement Center:

(a) A policy of Workmen's Compensation Insurance covering all of the employees of such person or persons.

23. It is agreed that this lease will not be sold, mortgaged or assigned without the consent of the City Council of The City of San Diego, evidenced by a resolution, nor shall any part of the leased premises, or any concession therein, be sublet without the consent in writing of the City Manager of said City. A consent to one sale, mortgage, assignment or subletting shall not be deemed a consent to any other or further sale, mortgage, subletting or assignment.

24. The lessee agrees that it will refer all disputes, including those which may arise between the lessee and any concession or concessions, to the City Manager of The City of San Diego and agrees to abide by the City Manager's decision, and agrees that it will, at the request of the City Manager, and without the making of any specific charges, forthwith discharge any employee of this lessee, and will require the discharge of any employee of any concession who is not satisfactory to the City Manager.

25. Time is of the essence of all the terms, conditions and provisions of this lease; and should any rent remain unpaid for a period of five (5) days after it becomes due, or should the lessee fail to perform, keep or fulfill any of the other terms, provisions or conditions of this lease, in the manner herein specified, and such failure on the part of the lessee shall continue for ten (10) days after written notice thereof by the City to the lessee, then and in either of such events the City may at its option, at any time after the expiration of said respective time limits and before such default is finally cured, re-enter and take possession of the leased premises, and each and every part thereof, and remove all persons therefrom, and/or terminate this lease and all rights of the lessee hereunder.

26. The notices, demands and orders given to the lessee may be served by mailing the same by registered mail, postage prepaid, to any one of the three co-partners, at their administration office, Mission Beach Amusement Center, San Diego 8, California, or to the Manager of the Amusement Center, at the same address.

27. The lessee agrees that it will not employ or permit the use of any person or persons known as hawkers, spielers or criers, or other noise-makers, for the purpose of directing attention to the business of the lessee, or of any concessionaire, to the extent of creating a nuisance.

28. The lessee further agrees that it will not permit any intoxicated person to act as an employee on the premises hereinabove described, and will at all times cooperate with the Police Department of The City of San Diego in causing any intoxicated person or persons in the leased premises to be promptly removed therefrom by the Police of said City of San Diego.

29. The lessee further agrees that it will not suffer or permit any person to use in any manner whatsoever the said premises, or any part thereof, or any building thereon, for any illegal, immoral or bawdy purposes, or for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, or of any ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless The City of San Diego, its officers and agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law or ordinance, rule, order or regulation occasioned by any act, neglect or omission of the lessee, his agents or employees.

30. The lessee agrees that it will, within four (4) weeks after the termination of this lease, remove from the Amusement Center hereinabove described all its personal property, goods, chattels and effects, and on failure so to do the lessee hereby authorizes the City, as its agent, to consider the said property, goods, chattels and effects to be abandoned by said lessee, and authorizes the said City to dispose of said property in such manner as it may deem fit and proper, without incurring any liability therefor.

31. The City of San Diego agrees to prepare an inventory of personal property owned by the City on the premises covered by this lease, at the termination of the lease; the lessee agrees to replace or pay the City for any personal property listed on the inventory made by the City on January 3, 1945, which is not accounted for when the final inventory is made under this lease.

The lessee shall not be held liable for ordinary wear, tear and waste; however, "ordinary wear, tear and waste" shall not include breakage of any kind, and the lessee agrees to replace and be responsible for any article which is broken or missing.

32. The lessee agrees that no representation as to the condition of the premises has been made by said City, and that the lessee has made a thorough inspection of said premises and relies wholly on said inspection, and agrees to accept said premises in the condition existing on the date hereof.

33. The lessee further agrees to return the leased premises to the City at the expiration or other termination of this lease in as good condition as when received, reasonable wear and tear and damage by the elements excepted.

34. It is agreed that all repairs, improvements, alterations, installations and construction in the leased premises shall be subject to the approval of the City Manager, and all improvements of a permanent nature in or to the leased premises shall revert to the City at the termination of this lease.

35. It is agreed that The City of San Diego will furnish and maintain all fire extinguishers, apparatus and appliances upon said premises at all times in good order and ready for immediate use, and shall instruct the lessee and its employees in the proper use of such

apparatus and appliances.

36. The lessee agrees that should any building or structure upon said leased premises be damaged by fire, or any other cause whatsoever, to a degree as to prevent the operation thereof to the satisfaction of the City Manager, then the City at its option may, on notice in writing to the lessee, cancel and terminate this lease in so far as it applies to the use of the building or structure so damaged or destroyed. If, however, such building or structure is damaged other than by fire, as the result of some act or omission on the part of the lessee, its employees or agents, or sublessees, concessionaires, or their employees or agents, the lessee shall repair at its own cost and expense, the building or structure so damaged, and upon the failure of the lessee to make such repairs the City may, as agent of the lessee, repair such damage at the cost and expense of the said lessee.

37. The lessee agrees that it will not use, or suffer or permit to be used or stored, on the leased premises, any substance, article or commodity in such a manner as to impair or render void any fire insurance upon any building or structures, nor in such manner as to create a fire hazard.

38. The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the leased premises herein, or by reason of any loss or impairment of light or current which may occur from time to time from any cause, or for any loss or damage sustained by the lessee resulting from war, fire, water, storm, civil commotion or riots; and the lessee waives all rights, claims and demands, and forever releases and discharges the said City and its officers and agents from any and all demands, claims, actions and causes of action arising from any of said causes.

39. The lessee hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of said premises.

40. The lessee covenants and agrees to indemnify and hold harmless the said City because of the violation by the lessee, its agents or employees, or by any sublessee, concessionaire, or any of their employees or agents, or any law, ordinance, rule or regulation affecting or relating to the operation of said premises, and/or because of any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature arising out of the operation of said premises, or the carelessness, negligence or improper conduct of the lessee, its agents or employees, and/or any sublessee, concessionaire, or their agents or employees; and the lessee shall reimburse the City, its officers and agents, for all expenses, costs or judgments arising therefrom.

41. It is agreed that the City shall have a lien on all amusement devices and equipment of the lessee on the leased premises, with the right to take possession of and retain the same until all rentals due from the lessee have been fully paid. None of said personal property shall be removed from the leased premises without the written permission of the City Manager. In the event payments due from the lessee under this lease are not made, as hereinabove provided, the City may enforce its lien in any manner provided by the laws of the State of California; the lessee, however, will be held liable for any deficiency in rentals remaining after the net proceeds realized from a sale of said personal property have been credited to the lessee.

42. It is agreed that if at any time during the term of this lease any petition in bankruptcy shall be filed by or against the lessee, or the lessee shall be adjudicated bankrupt, or a receiver shall be appointed by any court of competent jurisdiction to take possession of the property of the lessee, or if the lessee shall make any assignment for the benefit of creditors, then this lease shall immediately cease, terminate and expire, and the City shall have the right forthwith, by force or otherwise, to re-enter the premises, and the same to have repossess and enjoy, without any liability for damages, anything in this lease to the contrary notwithstanding.

43. It is agreed that upon default in the payment of any rental, the City may at its option, forthwith enter the leased premises and operate the same as the agent of the lessee, applying all income derived from the operation thereof, first, to the cost of operating and maintaining said premises, and, second, to the payment of any and all rent then due or thereafter to become due. The City shall also have such other remedies at law and in equity as are provided by the laws of the State of California.

44. It is agreed that the City will furnish heat for the ball room for the sum of twenty dollars (\$20.00) per eight hour day, or for two dollars and fifty cents (\$2.50) per hour for any time in excess of an eight hour day; said heat to be furnished after receiving written notice twenty-four (24) hours in advance of the date that the heating service will be required.

45. The lessee agrees that it will, if requested by the City, at the expiration of this lease, fill in the shallow boat basin constructed south of the skating rink building, and restore the surface of the parking lot it now occupies.

46. Upon the effective date of this lease and its execution and completion, that certain lease heretofore entered into between The City of San Diego, party of the first part and Larry Finley, as party of the second part, dated the 28th day of November, 1944 and filed in the office of the City Clerk of said City of San Diego on November 28, 1944, under Document No. 350997; and the locker lease between The City of San Diego, as party of the first part and Larry Finley as party of the second part, dated June 30, 1945, and filed in the office of the City Clerk of the City of San Diego, under Document No. 354958 and contract between the same parties for children's rides, dated January 3, 1945 and filed in the office of the City Clerk of the City of San Diego, under Document No. 354479; and the skating rink contract entered into between the same parties dated January 3, 1945, and filed with the City Clerk of the City of San Diego under Document No. 353123, together with all amendments and modifications of the master lease being Document No. 350997, shall terminate and be of no further force or effect, save only that there shall be an adjustment between the City and the lessee of any rents payable or paid under the said lease.

47. It is further agreed that should the City desire to take over and operate the Amusement Center in its entirety as a municipally operated amusement area, or should the City desire to make any major improvement in the Amusement Center that would interrupt or interfere with the operation of the Amusement Center by the lessee, the City may, upon the giving of one (1) year's notice in writing, terminate this lease, and the lessee hereby waives any claim for damage as the result of such termination.

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 Tom H. Haynes, Frank J. Guthrie and Larry Finley, a co-partnership, as lessee, have hereunto subscribed their names, the day and year first hereinabove written.

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

TOM H. HAYNES
FRANK J. GUTHRIE
LARRY FINLEY
Co-partners,
Lessee.

I HEREBY APPROVE the form and legality of the foregoing LEASE AGREEMENT, this 30th day of December, 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 Agreement with Tom H. Haynes, Frank J. Guthrie and Larry Finley for Operations at Mission Beach Amusement Center; being Document No. 368575.

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

No. 110,188

DIVISION OF HIGHWAYS
ENCROACHMENT PERMIT

The City of San Diego,
San Diego 1, California.
Attention: Neal D. Smith, City Engr.

San Diego, California
Jan. 6, 1947

In compliance with your request of _____ 19____ and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form

PERMISSION IS HEREBY GRANTED TO install a 10" diameter cast iron pipe sewer line from the main entrance to the Civic Center westerly across Pacific Highway, State Highway Road XI-SD-2-SD about station 322+50 to an existing manhole in the 51" diameter interceptor sewer line, as shown on drawing 5780-L dated December 10, 1946, and as further described and required herein.

The 55' length of the sewer crossing from near the bus island to within 8.55' of the centerline of the interceptor sewer shall be installed by jacking or forcing through a close fitting bored hole a sleeve or jacket pipe and installing therein the 10" diameter cast iron sewer pipe. Space between water line and sleeve shall then be filled with cement grout.

Jetting or excessive use of water to facilitate jacking is not granted.

The other portions of the sewer crossing may be installed by trenching.

Specifications for backfill and pavement repair are attached.

All work, backfill 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.

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

Adequate barricades, flagmen, and lights shall be used to protect the public until the work is completed and the surface entirely repaired.

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 April 1, 1947.

CC:GTM:HSC:MM:Permittee-20

DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
G. T. McCOY
State Highway Engineer
Original Signed by
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 to City of San Diego for Sewer across Pacific Highway; being Document No. 368558.

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

KNOW ALL MEN BY THESE PRESENTS, That ROY C. WEBB and E. L. WEBB, co-partners, doing business under the firm name and style of WEBB BROS., as Principal and The Fidelity and Casualty Company of New York a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED SEVENTY-FOUR DOLLARS (\$374.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of January, 1947.

THE CONDITION OF THE ABOVE 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 - Type "BC" Southwest bulldozer (track frame mounted)

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.

WEBB BROS
By ROY C. WEBB, partner
co-partners dba WEBB BROS. Principal.

ATTEST:
B. C. FOTLAND

(SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
By C. J. STAFFORD
(C. J. Stafford) Attorney

I hereby approve the form of the within Bond, this 5th day of January, 1947.

J. F. DuPAUL

City Attorney.

By B. L. COMPARET

Deputy City Attorney.

I hereby approve the foregoing bond this 5th day of January 1947.

F. A. RHODES

City Manager.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 3rd day of January in the year One Thousand Nine Hundred and Forty-seven before me ZELDA B. MELANCON a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared C. J. STAFFORD known to me to be the Attorney of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL)

My Commission expires Mar. 12, 1950.

ZELDA B. MELANCON
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 3rd day of January, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and ROY C. WEBB and E. L. WEBB, co-partners, doing business under the firm name and style of WEBB 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 and deliver to said City:

- 1 - Type "BC" Southwest Bulldozer (track frame mounted), equipped with 1 - model "PK" Moore heavy duty single drum cable control unit, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 357508.

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

One Thousand Four Hundred Ninety-two and 20/100 Dollars (\$1492.20).

Said price does not 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 price 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 contractor agrees to deliver said material within four (4) weeks from and after the date of receipt of order for said equipment.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: One Thousand Four Hundred Ninety-two and 20/100 Dollars (\$1492.20), exclusive 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 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. 84850 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.

WEBB BROS

By ROY C. WEBB, partner

co-partners dba

WEBB BROS. Contractor.

I hereby approve the form and legality of the foregoing contract this 6th day of January, 1947.

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 Webb Bros. for Furnishing One Type "BC" Southwest Bulldozer; being Document No. 358561.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. J. Allen Deputy.

LEASE

THIS AGREEMENT, made and entered into this 6th day of January, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and G. E. Philbrook, of Lakeside, California, hereinafter called the "Lessee", WITNESSETH:

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

That portion of Lot 2, Riverview Farms, Tract R, Rancho El Cajon, particularly described as follows: Beginning at the most westerly corner of said Lot 2; thence easterly along the northerly line of said Lot 2, 1974.37 feet; thence South 8° 57' East 478.51 feet to an intersection with the southerly line of said Lot 2; thence westerly along the southerly line of said Lot 2, 1981.97 feet to the point of beginning; containing 11 acres of land, more or less;

For a term of three (3) years, beginning on the 1st day of February, 1947, and ending on the 31st day of January, 1950, at the following rentals: Sixty Dollars (\$60.00) per year payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

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

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

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

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

Tenth. It is further understood and agreed by the said parties hereto that the City shall not be responsible for any damages resulting from the construction and/or maintenance of the El Monte Pipeline.

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. 84932 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

G. E. PHILBROOK
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 7th day of January, 1947.

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 G. E. Philbrook for Portion of Lot 2, Riverview Farms; being Document No. 358597.

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 a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED NINETY-TWO and no/100 Dollars (\$292.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of January, 1947.

THE CONDITION OF THE ABOVE 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 - ACF Fig. DV-153 plug valves, 15"

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

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

ATTEST:
Marion B. Hart

PAUL B. RAYBURN
PAUL B. RAYBURN Jr.
co-partners, dba Principal.
INDUSTRIES SUPPLY COMPANY

(SEAL)

COLUMBIA CASUALTY COMPANY
315 Montgomery Street
San Francisco, California.

ATTEST:
R. D. MASK

By A. H. ANDERSON
(A.H. Anderson) Attorney-in-Fact
Surety

I hereby approve the form of the within Bond, this 8th day of January, 1947.

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

I hereby approve the foregoing bond this 9th day of January 1947.

F. A. RHODES
City Manager.

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

On this 5th day of January, in the year 1947, before me, BERTEN M. STRAW, a NOTARY PUBLIC in and for said County and State, personally appeared A. H. ANDERSON, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the COLUMBIA CASUALTY COMPANY, and acknowledged to me that he subscribed the name of the COLUMBIA CASUALTY COMPANY thereto as principal, and his own name as Attorney-in-fact.

(seal)

BERTEN M. STRAW
Notary Public in and for said County and State
My Commission Expires Jan. 23, 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 5th day of January, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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:

- 3 - 15" ACF Fig. DV-153 flanged 125 pound plug valves, less flanges, in accordance with specifications therefor on file in the office of the City Clerk of said City under Document No. 366556.

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

- 3 - ACF plug valves @ \$388.20 ea \$1164.00
Said prices include the California State Sales Tax.

In the event O.P.A. authorizes an increase in price of said valves 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 valves 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 contractor agrees to begin shipment of said material from Detroit, Michigan, within eight to 10 weeks after receipt of purchase order, subject to 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 sum of One Thousand One Hundred Sixty-four and 50/100 Dollars (\$1164.50), inclusive 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 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. 84797 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 8th day of January, 1947.

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 - Industries Supply Co. - Plug Valves; being Document No. 358731.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sicken Deputy.

U.S.G. CO. BOND #1530383

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, a corporation, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Six hundred forty Dollars (\$640.00), lawful money of the United States of America, to be 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 December, 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:

188 lineal feet of 24" Class "100" B&S SUPER-de Lavaud, Cast Iron Pipe, 18-foot lengths, Federal Specifications WW-P-421, Type I, tar-coated inside and outside; and

188 lineal feet of 18" Class "100" B&S SUPER-de Lavaud, Cast Iron Pipe, 18-foot lengths, Federal Specifications WW-P-421, Type I, tar-coated inside and outside;

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

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

ATTEST:

H. A. HOOVER
Asst. Secty.

(SEAL)

UNITED STATES PIPE & FOUNDRY COMPANY,
By D. B. STOKES
Vice-President Principal.

(SEAL)

UNITED STATES GUARANTEE COMPANY
Surety.
By ANNA GIBSON
Anna Gibson Attorney-in-Fact

I hereby approve the form of the within Bond, this 10th day of January, 1947.

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

I hereby approve the foregoing bond this 13 day of Jan. 1947.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA)
CITY AND COUNTY OF) SS.
SAN FRANCISCO)

On this 30th day of December, in the year nineteen hundred and forty-six, A.D., before me, IRENE MURPHY, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared ANNA GIBSON, known to me to be the Attorney in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

IRENE MURPHY
Notary Public in and for the City and County of San Francisco, State of California
My Commission expires March 10, 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 30 day of December, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNITED STATES PIPE & FOUNDRY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

188 lineal feet of 24" Class "100" B&S SUPER-de Lavaud, Cast Iron Pipe, 18-foot lengths, Federal Specifications WW-P-421, Type I, tar-coated inside and outside;

188 lineal feet of 18" Class "100" B&S SUPER-de Lavaud, Cast Iron Pipe, 18-foot lengths, Federal Specifications WW-P-421, Type I, tar-coated inside and outside;

all in accordance with the specifications therefor contained in Document No. 366571, on file in the office of the City Clerk of said City.

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

188 lineal feet of 24" Class "100" B&S SUPER-de Lavaud, Cast Iron Pipe, 18-foot lengths, Federal Specifications WW-P-421, Type I, tar-coated inside and outside, \$7.43 per lineal foot.

188 lineal feet of 18" Class "100" B&S SUPER-de Lavaud, Cast Iron Pipe, 18-foot lengths, Federal Specifications WW-P-421, Type I, tar-coated inside and outside, \$4.88 per lineal foot.

Said prices do NOT include the California State Sales or Use Tax. Said prices are F.O.B. docks San Diego, and are based on shipping rail and water on steamer making San Diego, California, a port of call.

If said pipe is delivered F.O.B. cars San Diego, California, based on all-rail shipment, said contractor hereby agrees to furnish and deliver the same at and for the following prices, to-wit:

188 lineal feet of 24" Class "100" B&S SUPER-de Lavaud, Cast Iron Pipe, 18-foot lengths, Federal Specifications WW-P-421, Type I, tar-coated inside and outside, \$8.18 per lineal foot.

188 lineal feet of 18" Class "100" B&S SUPER-de-Lavaud, Cast Iron Pipe, 18-foot lengths, Federal Specifications WW-P-421, Type I, tar-coated inside and outside, \$5.37 per lineal foot.

Said prices do NOT include the California State Sales or Use Tax.

The prices above set forth are based on shipping direct from contractor's foundry located at Bessemer, Alabama.

The prices hereinabove set forth are based on a pig iron price of \$24.88 per ton. In the event pig iron prices are increased or decreased prior to date of shipment, the contract price of the pipe is to be adjusted for such increase or decrease in pig iron cost at the rate of \$2.00 (or proportionate fraction thereof) per ton of 2,000# on the calculated weight of the pipe as listed in the above mentioned specifications, for each \$1.00 (or fraction thereof) per ton increase or decrease in the price of pig iron.

The extent of the increase or decrease in pig iron prices shall be determined by the price of "Southern No. 2 Birmingham" pig iron in the "Comparison of Prices" appearing in the magazine "Steel" published by the Penton Publishing Company, Cleveland, Ohio.

Said prices are also based on total through freight, insurance and inspection charges of \$18.16 a net ton for rail and water shipment, and/or the following rate for shipment via all-rail, to-wit: \$27.00 a net ton. Any increase or decrease in the above mentioned through freight charges prior to date of shipment also shall be for the account of the City.

Said contractor agrees to deliver all of said pipe within seven (7) months after receipt of purchase order, subject to delays beyond contractor's control.

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

The sum of \$2,314.28, for said pipe shipped by rail and water; OR the sum of \$2547.40, for said pipe shipped entirely by rail; which said prices do NOT include the California State Sales or Use Tax.

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. 84695 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:

H. A. HOOVER
Asst. Secty.

(SEAL)

UNITED STATES PIPE & FOUNDRY COMPANY.

By D. B. STOKES

Vice-President.

Contractor.

I hereby approve the form and legality of the foregoing contract this 10th day of January, 1947.

J. F. DuPAUL

City Attorney.

By B. L. COMPARET

Deputy City Attorney.

Certificate No. 93

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 \$ 2,611.09

Dated Dec 10, 1946

J. McQUILKEN

R. W. GEFKE

Auditor and Comptroller of the City of San Diego, Calif.

To be paid out of 707 Fund.

Account Trunk Sewer No. 3

Purpose Cast Iron Pipe

Vendor United States Pipe & Foundry

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; being Document No. 368761.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. W. Sicken Deputy.

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY:	Lot 33 & 34	Subdivision	Pacific Beach
	Block 179		
Name of Street Where Water Main has been Installed	Feldspar Street		
Water Main has been Installed between	Morrell	and	Noyes
Total Amount to be paid	Fifty and no/100 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

(SEAL)

APPROVED AS TO FORM:

J. F. DuPAUL

City Attorney

By J. H. McKINNEY

Deputy City Attorney

OWNER'S

SIGNATURE

HENRY BERNSTEIN

Address

2030 Feldspar Street

San Diego 9, California

Date

September 20, 1946

STATE OF CALIFORNIA, } SS.
COUNTY OF SAN DIEGO }

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

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

(SEAL)

JANE M. HENNEN
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Aug. 14, 1948

SCHEDULE OF PAYMENTS

Date Due	Amount	Date Paid	Receipt Number
9/20/46	\$5.00	10/3/46	3551
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		
6/20/47	5.00		

RECORDED OCT 16 1946 51 Min. past 2 P.M. in Book 2259 at Page 284 of Official Records,
San Diego Co., Cal.
Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Henry Bernstein; being Document No. 366139.

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

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 11 & 12
Block 179 Subdivision Pacific Beach

Name of Street Where Water
Main has been Installed Emerald

Water Main has been
Installed between Morrell and Noyes

Total Amount
to be Paid Fifty Dollars. (\$50.00)

No. of Equal Installments 1 at \$25.00
5 at 5.00
Amount of Each
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
APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney

OWNER'S
SIGNATURE MARY M. COOK
Address 2045 Emerald Street
San Diego 9, California

DATE

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

On this 3rd day of October, 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 Mary M. Cook 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.

SCHEDULE OF PAYMENTS

Date Due	Amount	Date Paid	Receipt Number
10/3/46	\$ 25.00	10/3/46	3552
11/3/46	5.00		
12/3/46	5.00		
1/3/47	5.00		
2/3/47	5.00		
3/3/47	5.00		

RECORDED OCT 16 1946 51 Min. Past 2 P.M. in Book 2259 at Page 285 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
Payment for Installation of Water Main Agreement from Mary M. Cook; being Document No.
366140.

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

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 37 & 38
Block 179 Subdivision Pacific Beach
Name of Street Where Water
Main has been Installed Feldspar
Water Main has been
Installed between Morrell and Olney
Total Amount
to be Paid Fifty Dollars. (\$50.00)
No. of Equal Amount of Each
Installments 10 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 (SEAL)
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 VIRGINIA P. LIVERMORE
Address 2014 Feldspar Street
San Diego 9, California
DATE _____

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

On this 1st day of October, 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 Virginia P. Livermore 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.

SCHEDULE OF PAYMENTS

Date Due	Amount	Date Paid	Receipt Number
10/1/46	5.00	10/1/46	3545
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		
5/1/47	5.00		
6/1/47	5.00		
7/1/47	5.00		

RECORDED OCT 16 1946 51 Min. Past 2 P.M. in Book 2259 at Page 287 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
Payment for Installation of Water Main Agreement from Virginia P. Livermore; being
Document No. 366142.

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

Regarding construction of three residences and division of property into four parcels.

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

Anne Marie Haniman and Robert L. Haniman, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:
Lot North 1/2 of the South 1/2 of Acre Lot 36 Block ----- Subdivision Pacific Beach
(except streets and alley , located at Law and Ingraham Streets

THAT we desire to divide the above described parcels into four building sites and to construct three residences in addition to an existing residence and have applied for a zone variance by Petition No. 4193, dated October 9, 1946;

That we, in consideration of approval granted by the City of San Diego to divide said parcel and construct three residences in addition to an existing residence on the corner of Law and Ingraham Streets as described; (1) W 80'; (2) E 235' except the W 80'; (3) E 285' except the W 235'; and (4) the E 224.25', by Zoning Committee Resolution No. 1815, dated October 10, 1946 do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that all work as required under a tentative subdivision map which has been approved will be completed and the final subdivision map will be filed as soon as possible.

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.

ROBERT L. HANIMAN
Owner's Name
1668 Chalcedony St.
Address

ANNE MARIE HANIMAN
Owner's Name
1668 Chalcedony St.
Address

On this 11th day of October 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 Robert L. Haniman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

On this 11th day of October 1946, before me the undersigned a Notary Public in and for said State and County, personally appeared Anne Marie Haniman known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal the day and year in this Certificate first above written.
(SEAL)

My Commission expires April 30, 1949 Notary Public in and for said County and State.

RECORDED OCT 16 1946 51 Min. Past 2 P.M. in Book 2259 at Page 282 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Robert L. Haniman et ux relative to Dividing Portion of Acre Lot 36, Pacific Beach, into 4 parcels; being Document No. 366155.

FRED W. SICK
City Clerk of the City of San Diego, California.
By TTT Allen Deputy

A G R E E M E N T

Regarding construction of three residences and division of property into four parcels.

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

Anne Marie Haniman and Robert L. Haniman, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:
Lot South 1/2 of the North 1/2 of Acre Lot 36 Block - - - Subdivision Pacific Beach,
(except streets), located at Law and Ingraham Streets

THAT we desire to divide the above described parcels into four building sites and to construct three residences in addition to an existing residence and have applied for a zone variance by Petition No. 4194, dated October 9, 1946;

THAT we, in consideration of approval granted by the City of San Diego to divide said parcel and construct three residences in addition to an existing residence on the corner of Law and Ingraham Streets; as described; (1) W 80'; (2) E 235' except the W 80'; (3) E 285' except the W 235'; and (4) the E 224.11' by Zoning Committee Resolution No. 1814, dated October 10, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal

Corporation, that all work as required under a tentative subdivision map which has been approved will be completed and the final subdivision map will be filed as soon as possible.
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.

ROBERT L. HANIMAN
Owner's Name
1668 Chalcedony St.
Address

ANNE MARIE HANIMAN
Owner's Name
1668 Chalcedony St.
Address

On this 11th day of October A.D. Nineteen Hundred and forty six, before me, August M. Wadstrom A Notary Public in and for said County, residing therein, duly commssioned and sworn, personally appeared Robert L. Haniman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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

STATE OF CALIFORNIA) SS.
COUNTY OF SAN DIEGO)

On this 11th day of October 1946, before me the undersigned a Notary Public in and for said State and County, personally appeared Anne Marie Haniman known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.
WITNESS my hand and official seal the day and year in this Certificate first above written.
(SEAL) HELEN M. LARGE
Notary Public in and for said County and State.
My Commission expires April 30, 1949

RECORDED OCT 16 1946 51 Min. Past 2 P.M. in Book 2259 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.
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 Robert L. Haniman et ux relative to Dividing portion of Acre Lot 35, Pacific Beach, into 4 parcels; being Document No. 366156.
FRED W. SICK
City Clerk of the City of San Diego, California.
By TTTatten Deputy.

A G R E E M E N T

Regarding construction of a stairway with a 1 ft. sideyard, 3 stories high

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

Milo L. Berenson and Sadie Berenson, after being first duly sworn, each for himself deposes and says;
That we are the owners of the hereinafter described real property; Lots K and L Block Three hundred eighty seven (387) Subdivision Horton's Addition, located at 3366 - 6th Avenue;
That we desire to construct a stairway with a one (1) foot sideyard, on Lot "L", three stories in height and have applied for a yard variance by application No. 4177, dated September 30, 1946;
That we, in consideration of approval granted by the City of San Diego to construct said stairway (1) one foot from the side line by Zoning Committee Resolution No. 1811, dated October 10, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if at any time a building is constructed on the adjoining Lot "K" a clearance of six (6) feet will be maintained between that building and the above mentioned stairway to be constructed on Lot "L".
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.

MILO L. BERENSON
Owner's Name
3636 Granada Ave
Address

SADIE BERENSON
Owner's Name
3636 Granada Ave
Address

On this 14th day of October A. D. Nineteen Hundred and forty-six, before me, Virginia Holz A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Milo L. Berenson and Sadie Berenson known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) My Commission Expires March 11, 1949

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

RECORDED OCT 16 1946 51 Min. Past 2 P.M. in Book 2259 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.
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 Milo L. Berenson et ux relative to Stairway at 3366 - 6th Avenue; being Document No. 366258.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sick Deputy

2191 Main Street
North side of Sampson Street,
West side of present Bldg.

CITY OF SAN DIEGO
A G R E E M E N T

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

WHEREAS, Edw. L La Salle

Owner's Name

is the owner of Lots 25 to 36 Incl., the vacated alley adjacent thereto between Main & Colton Sts., & a portion of lots 13 to 24 inclusive Block 80, of San Diego Land & Town Co's Add.
(Subdivision)

NOW, THEREFORE, This AGREEMENT, signed and executed this _____ day of June, by Edw. L. La Salle that he will, for and in consideration of the permission grant-

Owner's Name

ed to remove none feet of curbing on Sampson between Main Street and S.D.A.&E. Rwy's Main line
(Street)

adjacent to the above described property, bind himself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself

(Myself) (Ourself)

my heirs and assigns, and that any sale of the property therein mentioned and described shall
(My and Our)

be made subject to the condition and agreement herein named.

E. L. LA SALLE
(Owner's Signature)
2694 Commercial St., San Diego, Calif.
(Address)

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

On this 14th day of June, A. D. Nineteen Hundred and Forty-six before me Rosa La Salle, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. L. LaSalle 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.

(SEAL)

ROSA SALLE
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Aug. 5, 1949

RECORDED OCT 16 1946 51 Min. Past 2 P.M. in Book 2259 at Page 271 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 Edw. L. La Salle; being Document No. 366258.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sick Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot Part of 1110 as per legal description attached
Beginning at a point on Northerly line of Riverview Street, distance thereon 931.58 feet westerly from northerly corner Villa Lot 48, Map 937, thence north 0° 20' 28" west 439.92 feet to southerly line Camino del Rio thence easterly along said southerly line 100 feet thence 0° 20' 28" east 468.53 feet to northerly line of Riverview Street

thence westerly on north line said street to point of beginning.
Block _____ Subdivision Pueblo Lands.

Name of Street where Water
Main has been Installed Camino del Rio

Water Main has been
Installed between Sand Rock Grade and City Limits

Total Amount
to be Paid Ninety-seven Dollars. (\$97.00)

No. of Equal 1 at Amount of Each \$ 9.00
Installments 11 at Installment \$ 8.00

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

OWNER'S
SIGNATURE CLARA LOUISE MALLEN
Address Rt 2, Box 189G
San Diego 10, California

APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney

By J. H. McKINNEY
Deputy City Attorney

DATE October 9, 1946

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

On this 9th day of October, 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 Clara Louise Mallen 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.

SCHEDULE OF PAYMENTS

Date Due	Amount	Date Paid	Receipt Number
10/9/46	\$ 9.00	10/9/46	3570
11/9/46	8.00		
12/9/46	8.00		
1/9/47	8.00		
2/9/47	8.00		
3/9/47	8.00		
4/9/47	8.00		
5/9/47	8.00		
6/9/47	8.00		
7/9/47	8.00		
8/9/47	8.00		
9/9/47	8.00		

RECORDED NOV 1 1946 25 Min. Past 11 A.M. in Book 2281 at Page 130 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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 Clara Louise Mallen; being Document No. 355297.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. J. Patten Deputy

CITY OF SAN DIEGO
A G R E E M E N T

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

WHEREAS, A. PAUL SUTHERLAND
(Owner's Name)
is, _____ the owner of Lot 38, Block 462,
Block 462, of Subdivision of Pueblo Lot 1122, Map 530;
(Subdivision)

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of September, by A. PAUL SUTHERLAND..... that I will, for and in consideration of the permission granted to remove twenty feet of curbing on Reynard Way between Sutter and Pennsylvania, adjacent

(Street)
to the above described property, bind to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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.....
(Myself)

my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

A. PAUL SUTHERLAND
(Owner's Signature)
3705 Crane Place

The purpose of this request is to permit dumping to fill in the canyon.

I HEREBY approve the form of the foregoing agreement this 21st day of October, 1946

J. F. DuPAUL.
City Attorney

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

On this 13th day of September, A.D. Nineteen Hundred and Forty-six, before me, Jane M. Hennen, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. Paul Sutherland known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

JANE M. HENNEN
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Aug. 14, 1948

RECORDED OCT 24 1946 8 Min. Past 10 A.M. in Book 2263 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.
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 A. Paul Sutherland; being Document No. 366344.

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

A G R E E M E N T

Regarding construction of addition to storeroom attached to a garage without a sideyard on the SW side and no rear yd; addition to have 7 ft. 8 in. rearyard
Regarding use of addition and storeroom as living quarters.

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

Gussie Herz, after being first duly sworn, for himself deposes and says:

That I am the owner of the hereinafter described real property:

Lots One (1) to four (4) inclusive Block Eighteen (18) Subdivision Ocean Beach, located at 1565 Ebers Street

THAT I desire to make addition to storeroom attached to a garage without a sideyard on the southwest side and no rear yard and to convert the addition and storeroom to living quarters and have applied for a Zone and Yard Variance by Application No. 4142, dated September 19, 1946;

THAT I, in consideration of approval granted by the City of San Diego to construct said addition and convert to living quarters by Zoning Committee Resolution No. 1826, dated October 24, 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 I will then remove the kitchen facilities and will use as a playroom, guest room or servant's 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.

GUSSIE HERZ
1565 Ebers St., San Diego 7, Calif.

On this 29 day of Oct A.D. Nineteen Hundred and forty-six, before me, Irene H. Lee A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gussie Herz 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)

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

RECORDED NOV 1 1946 25 Min. Past 11 A.M. in Book 2281 at Page 125 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
Agreement from Gussie Herz relative to storeroom at 1565 Ebers Street; being Document No.
356626.

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 NEWPORT DREDGING COMPANY UNDER ITS CON-
TRACT FOR THE DREDGING AND FILLING OF A
PORTION OF MISSION BAY AT VENTURA POINT, 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 Newport Dredging Company under its contract for the dredging and filling of a
portion of Mission Bay at Ventura Point, in The City of San Diego, California, and which
contract is dated April 16, 1946, and is on file in the office of the City Clerk of said
City as Document No. 361083, have been performed and furnished to the satisfaction of the
City Manager of said City on November 4, 1946.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on November 12, 1946,
by resolution duly and regularly passed and adopted, officially accepted the said work per-
formed and materials furnished by Newport Dredging Company. A certified copy of the resolu-
tion 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 12th day of November, 1946.

(SEAL)

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

RESOLUTION NO. 84549

WHEREAS, it appears by a communication from Glenn A. Rick, City Planning Director,
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 Newport Dredging Company under its
contract for the dredging and filling of a portion of Mission Bay at Ventura Point, which
contract is on file in the office of the City Clerk of said City as Document No. 361083,
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 accept-
ance of the work performed and materials furnished 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 Newport Dredging Company under its
contract for the dredging and filling of a portion of Mission Bay at Ventura Point, which
contract is on file in the office of the City Clerk of said City as Document No. 361083, 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
12th day of November, 1946, by the following vote, to-wit:

YEAS--Councilmen: Wincote, Blase, Boud, Dail, Austin

NAYS--Councilmen: None

ABSENT--Councilman: Crary, Mayor Knox

WALTER W. AUSTIN
Vice Mayor of the City of San Diego, California

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

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

(SEAL)

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

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 84549
of the Council of the City of San Diego, California, as adopted by said Council November
12, 1946

(SEAL)

FRED W. SICK
City Clerk
By AUGUST M. WADSTROM
Deputy

RECORDED NOV 13 1946 25 Min. Past 3 P.M. in Book 2245 at Page 467 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.

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 Notice of Completion of Dredging & Filling of Portion of Mission Bay at Ventura Point by Newport Dredging Company; being Document No. 356891.

FRED W. SICK

City Clerk of the City of San Diego, California

By _____ Deputy

A G R E E M E N T

For the preparation of the Site at Loma Trailer Park 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 9th day of December, 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 Manager, hereinafter sometimes designated as the City, and CARROLL & FOSTER, a co-partnership composed of B. G. Carroll & 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, 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 Loma Trailer Park 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 8, 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. 356182 on October 14, 1946, are hereby incorporated in and made a part of this agreement.

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, the day and year first hereinabove written.

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

CARROLL & FOSTER
By HARRY L. FOSTER 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 of the foregoing contract, this 9th day of December, 1946.

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

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that 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 Four Thousand nine hundred and eighty-five Dollars (\$4,985.00) (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 5th day of December, 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 Loma Trailer Park to receive the Veterans Housing Project, CAL-V-4568. This shall consist of the installation of the 6" water main and appurtenances; the installation of the 6" compound water meter and appurtenances, including a 6" pressure water regulator and 6" gate valves; the installation of 6" fire hydrants and appurtenances; the construction of the 6' wide cement concrete sidewalk, the construction of the 3' wide cement concrete sidewalk; the plugging of the Trailer disposal units, and 6 manholes; and the installation of the 2" water main appurtenances, in the City of San Diego, State of California, all as more particularly and in detail shown on those certain plans and specifications filed in the Office of the City Clerk of said City of San Diego on the 14th day of October, 1946, marked "Document no. 366182" and endorsed, "Contract Document for the Preparation of the Site at Loma Trailer Park 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:

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 5th day of December, 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.

CARROLL & FOSTER
Principal
By HARRY L. FOSTER

(SEAL)

MARYLAND CASUALTY COMPANY
Surety
By F. F. EDELEN
(F. F. Edelen) Its Attorney-in-Fact.

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I hereby approve the form of the within Bond this 9th day of December, 1946.

J. F. DuPAUL
City Attorney of the City of San Diego.
By B. L. COMPARET
Assistant City Attorney

APPROVED:
F. A. RHODES
City Manager

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 5th day of December, 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.

FORM OF LABOR AND MATERIALMEN'S 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-two hundred and ninety-three Dollars (\$2293.00), (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 5th day of December, 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 of Loma Trailer Park, to receive Veterans Housing Project, Cal-V-4568. This shall consist of the installation of the 6" water main and appurtenances; the installation of the 6" compound water meter and appurtenances, including a 6" pressure water regulator and 6" gate valves; the installation of 6" fire hydrants and appurtenances; the construction of the 6' wide cement concrete side walk, the construction of the 3' wide cement concrete sidewalk; the plugging of the Trailer disposal units, and 6 manholes, and the installation of the 2" water main appurtenances, in and for The City of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said City of San Diego, on the 14th day of October, 1946, marked "Document No. 356182" and endorsed "Contract Documents for the Preparation of the Site at Loma Trailer Park 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 Twenty-two hundred and ninety-three Dollars (\$2293.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Chapter 3 of Division 5 of Title One of the Government Code of the State of California, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the said Chapter 3, Division 5 of Title One of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Chapter 3 and/or under section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed by its proper officers thereunto duly authorized, and its corporate seal to hereunto affixed, the day and year first hereinabove written.

CARROLL & FOSTER
Principal
By HARRY L. FOSTER
Surety

ATTEST:

ATTEST:

(SEAL)

MARYLAND CASUALTY COMPANY
By F. F. EDELEN
(F.F.Edelen) Its Attorney-in-Fact.

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I hereby approve the form of the within Bond this 9th day of December, 1946.

J. F. DuPAUL
City Attorney of the City of San Diego, California.
By B. L. COMPARET
Deputy City Attorney

APPROVED:
F. A. RHODES
City Manager

ATTEST:

City Clerk

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 6th day of December, 1946, before me, C. T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL) C. T. NEILL
Notary Public, in and for said County and State.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Carroll & Foster for the Preparation of the site at Loma Trailer Park to receive Veterans' Housing Project; Being Document No. 357804.

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

Regarding construction of five (5) living units and garages
Regarding use of _____

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

Elmer Engelstad, after being first duly sworn, for himself deposes and says;
That he is the owner of the hereinafter described real property; All of Lot 188 and Portion of Lots 189 and 190 Normal Heights and portion of Lot 1, Bonnie Brae, located at 3822 Adams Avenue;
That he desires to construct (5) five living units and garages; and have applied for a zone variance under petition No. 3939, dated July 12, 1946.
That I, in consideration of approval granted by the City of San Diego to construct said living units and garages by Zoning Committee Resolution No. 1707, dated August 15, 1946. do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that no building on the north 40 feet of Lot One Eighty-eight (188) Normal Heights, will be erected nearer than six (6) feet to the dividing line between Lots One Eighty-eight (188) and One Eighty-nine (189), Normal Heights.
That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

ELMER ENGELSTAD
Owner's Name
Address

On this 11 day of October A. D. Nineteen Hundred and Forty-Six, before me, Frank Kimball A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elmer Engelstad known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego County of San Diego, State of California, the day and year in this certificate first above written.

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

RECORDED NOV 1 1946 25 Min. Past 11 A.M. in Book 2263 at Page 373 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 Agreement from Elmer Engelstad relative to Living Units at 3822 Adams Avenue; being Document No. 356471.

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 a 20 ft. by 30 ft. frame building with stucco and shingles on the exterior;
Regarding use of above mentioned building as living quarters, temporarily;

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

Ruby K. Berry and John L. Berry, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property: Lot One (1) Block Sixty six (66) Subdivision Point Loma Heights, located at Northeast corner of Santa Monica and Santa Barbara Streets in Ocean Beach

THAT we desire to construct a 20 ft. by 30 ft. frame building with stucco and shingles on the exterior, and use as living quarters, temporarily, and requested permission by the Zoning Committee, by letter dated October 21, 1946;

THAT we, in consideration of approval granted by the City of San Diego to construct said building and use as living quarters at the Zoning Committee meeting held October 23, 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 this building will then be vacated as living quarters or a request will be made to the Zoning Committee for an extension of time.

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

JOHN L. BERRY
Owner's Name
4882 Niagara Ave.
Address

RUBY K. BERRY
Owner's Name
4882 Niagara Ave.
Address

On this 25th day of Oct. 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 John L. Berry, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED NOV 1 1946 25 Min. Past 11 A.M. in Book 2263 at Page 369 of Official Records,
San Diego Co., Cal.
Recorded at Request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
V. 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
Agreement with John L. Berry et ux relative to Building at Northeast corner of Santa Monica
and Santa Barbara Street; being Document No. 366520.

FRED W. SICK
City Clerk of The City of San Diego, California.
By TTT Allen Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot West 10' of Lot 16, All of Lot 17 Block 54 Subdivision
Point Loma Heights.
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Orchard Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Venice Street and Catalina Blvd.
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 INSTALLA-
TIONS. 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 IN-
STALLMENTS 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 J. A. BRENNAN

APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney
BY J. H. McKINNEY
Deputy City Attorney

ADDRESS 4221 Orchard Street
DATE November 15, 1946

STATE OF CALIFORNIA,) SS:
COUNTY OF SAN DIEGO)

On this 18th day of November, 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 J. A. Brennan known to me to be the person described in and whose
name is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
11/15/46	5.00	11/18/46	3277
12/15/46	5.00		
1/15/47	5.00		
2/15/47	5.00		
3/15/47	5.00		
4/15/47	5.00		
5/15/47	5.00		
6/15/47	5.00		
7/15/47	5.00		
8/15/47	5.00		

RECORDED NOV 22 1946 50 Min. Past 9 A.M. in Book 2287 at Page 180 of Official Records,
San Diego Co., Cal.
Recorded at Request of City Clerk.

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

I certify that I have correctly transcribed this document in above mentioned book.
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
Payment for Installation of Water Main Agreement from J. A. Brennan to City of San Diego;
being Document No. 367191.

FRED W. SICK
City Clerk of the City of San Diego, California.
By TTT Allen Deputy

A G R E E M E N T

Regarding construction of steps, two small retaining walls and wall of patio beyond the setback line

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

Edgar L. Smith, after being first duly sworn, for himself deposes and says:

That I am the owner of the hereinafter described real property:

Lot Sixteen (16) Block One (1) Subdivision Monte Mar Vista, located at 5721 El Cajon Boulevard

THAT I desire to construct steps, two small retaining walls and wall of patio beyond the setback line and have applied for a setback suspension by petition No. 4202, dated October 11, 1946;

THAT I, in consideration of approval granted by the City of San Diego to construct said steps and retaining walls beyond the setback line by Zoning Committee Resolution No. 1860, dated November 7, 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 I will then remove the steps, retaining walls and wall of patio, with 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.

EDGAR L. SMITH

Owner's Name

3603 State St.

Address

On this 12 day of Nov 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 Edgar L. 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.

AUGUST M. WADSTROM

(SEAL)

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

RECORDED NOV 14 1946 47 Min. Past 3 P.M. in Book 2266 at Page 354 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.

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 Agreement from Edgar L. Smith to City of San Diego regarding Setback on El Cajon Boulevard; being Document No. 366958.

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 erection of a neon sign 6 ft. by 4 ft., with no setback from the front property line, on El Cajon Boulevard.

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

H. Bowering, after being first duly sworn, for himself deposes and says:

That I am the owner of the hereinafter described real property:

Lot Twelve (12) except the Northerly fifty (50) feet Block B Subdivision Redland Gardens, located at Northeast corner of 55th and El Cajon Boulevard

THAT I desire to erect a neon sign 6 ft. by 4 ft. with no setback from the front property line on El Cajon Boulevard and have applied for a setback suspension by Petition No. 4224, dated October 18, 1946;

THAT I, in consideration of approval granted by the City of San Diego to erect said neon sign with no setback by Zoning Committee Resolution No. 1864, dated November 7, 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, I will then move the sign 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.

HAROLD BOWERING

Owner's Name

4511 - 55th Street, San Diego, California

Address

On this 12th day of November A.D. Nineteen Hundred and Forty-Six.(1946), before me, O. L. GRIFFITHS A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. BOWERING, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

O. L. GRIFFITHS,
Notary Public in and for the County of San Diego,
State of California
My Commission Expires Sept. 3, 1950

RECORDED NOV 14 1946 47 Min. Past 3 P.M. in Book 2266 at Page 352 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.

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 Agreement with H. Bowering relative to Neon Sign at 55th St. and El Cajon Boulevard; being Document No. 356978.

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 2nd story on a one story garage building
Regarding use of building as an Amateur Radio Station

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

Henry Travis and Saima Travis, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property:
Lot Thirteen (13) Block B Subdivision Sunset Crest, located at 1266 Moana Drive
THAT we desire to construct a 2nd story on a one story garage building with a fifteen and one-half foot (15-1/2') rear yard and have applied for a yard variance by petition No. 4231, dated October 21, 1946;

THAT we, in consideration of approval granted by the City of San Diego to construct a 2nd story on a one-story garage building with a fifteen and one-half foot (15-1/2') rear yard to be used as an Amateur Radio Station by Zoning Committee Resolution No. 1858, dated November 7, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the structure will not be used as living quarters but will be used as an Amateur Radio Station.

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.

SAIMA TRAVIS
Owner's Name

1266 Moana Dr.
Address

HENRY TRAVIS
Owner's Name

1266 Moana Dr.
Address

On this 13 day of November A.D. Nineteen Hundred and Forty Six MILTON CAREW, before me, A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared HENRY TRAVIS & SIAMA TRAVIS known to me to be the person described in and whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

MILTON CAREW
Notary Public in and for the County of San Diego, State
of California
My Commission Expires October 9, 1950

RECORDED NOV 14 1946 47 Min. Past 3 P.M. in Book 2266 at Page 355 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.

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 Agreement from Henry Travis et ux relative to Second Story on Garage Building at 1266 Moana Drive; being Document No. 356991.

FRED W. SICK
City Clerk of The City of San Diego, California.
By F. W. SICK Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 13 & 14
Block 107 Subdivision City Heights

NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Alley - 41st Street and Marlborough
WATER MAIN HAS BEEN INSTALLED BETWEEN Myrtle Avenue AND Thorn Street

TOTAL AMOUNT TO BE PAID Fifty Dollars. (\$50.00)

NO. OF EQUAL 1 of AMOUNT OF EACH \$20.00
INSTALLMENTS 6 of 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 INSTALLMENTS. 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 Leona
SIGNATURE Mrs. Ray Stiles

ADDRESS 3862 Beta Street

APPROVED AS TO FORM:

November 15, 1946

J. F. DU PAUL
City Attorney
BY J. H. MCKINNEY
Deputy City Attorney

Date

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

On this 15th day of November, 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 Mrs. Leona Stiles 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

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
11/15/46	20.00	11/15/46	3274
12/15/46	5.00		
1/15/47	5.00		
2/15/47	5.00		
3/15/47	5.00		
4/15/47	5.00		
5/15/47	5.00		

RECORDED NOV 22 1946 50 Min. Past 9 A.M. in Book 2287 at Page 175 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Payment for Installation of Water Main Agreement from Mrs. Leona Stiles to City of San Diego; being Document No. 357190.

FRED W. SICK
City Clerk of The City of San Diego, California.
By F. W. Sick Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 11 & 12 Block 23 Subdivision Lexington Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Juniper
WATER MAIN HAS BEEN INSTALLED BETWEEN Sumac and Modesto
TOTAL AMOUNT TO BE PAID Eighty Dollars. (\$80.00)
NO. OF EQUAL INSTALLMENTS 10 AMOUNT OF EACH INSTALLMENT \$ 8.00

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 ManagerOWNER'S
SIGNATURE Mrs Warren E. Spearrin

APPROVED AS TO FORM:

J. F. DuPAUL
City AttorneyADDRESS 4224 Juniper StreetBY J. H. McKINNEY
Deputy City AttorneySan Diego, CaliforniaSTATE OF CALIFORNIA, } SS.
COUNTY OF SAN DIEGO }

On this 25th day of November, 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. Warren E. Spearrin 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.

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
11/25/46	8.00	Nov 25	3299
12/25/46	8.00		
1/25/47	8.00		
2/25/47	8.00		
3/25/47	8.00		
4/25/47	8.00		
5/25/47	8.00		
6/25/47	8.00		
7/25/47	8.00		
8/25/47	8.00		

RECORDED DEC 12 1946 55 Min. Past 11 A.M. in Book 2280 at Page 266 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

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

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

KAY YOUNG

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Mrs. Warren E. Spearrin to City of San Diego; being Document No. 367720.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sick Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 23 & 24 Block _____ Subdivision Catalina Terrace
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Niagara Avenue
WATER MAIN HAS BEEN INSTALLED BETWEEN Venice Street and Catalina Blvd.
TOTAL AMOUNT TO BE PAID One hundred Dollars. (\$100.00)
NO. OF EQUAL INSTALLMENTS 10 AMOUNT OF EACH 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 ManagerOWNER'S
SIGNATURE William M. McCollom

APPROVED AS TO FORM:

J. F. DuPAUL
City AttorneyADDRESS 1835 Venice StreetBY J. H. McKINNEY
Deputy City AttorneyDATE November 15, 1946STATE OF CALIFORNIA, } SS.
COUNTY OF SAN DIEGO }

On this 29th day of November, A.D. Nineteen Hundred and forty-six before me R. M. Barr, A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William M. McCollom known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
11/15/46	10.00	12/5/46	3817
12/15/46	10.00	12/5/46	3817
1/15/47	10.00		
2/15/47	10.00		
3/15/47	10.00		
4/15/47	10.00		
5/15/47	10.00		
6/15/47	10.00		
7/15/47	10.00		
8/15/47	10.00		

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2309 at Page 270 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

I certify that I have correctly transcribed this document in above mentioned book.
E. BAEPLER
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Payment for Installation of Water Main Agreement from William M. McCollom; being Document
No. 367855.

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 curb-
ing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Asa E. Scott is the owner of Lot 12, Block 7, of Gardenia Subdivision,
NOW, THEREFORE, This AGREEMENT, signed and executed this 11th day of December, 1946, by
Asa E. Scott, I (We) will, for and in consideration of the permission granted to remove 39 feet
of curbing on A Street between 15th Street and 16th Street adjacent to the above described
property, bind myself to, and I hereby by these presents agree 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 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.

ASA E. SCOTT
397 San Diego Ave
El Cajon Cal.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 11th day of December, 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 Asa E. Scott known to me to be the person described in and whose
name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) MARK M. SAUNDERS
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires 8/13/49

I hereby approve the form of the foregoing agreement this 16th day of December, 1946.

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

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 342 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

I certify that I have correctly transcribed this document in above mentioned book.
B. BARRETT
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Asa E. Scott; being Document No. 367925.

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, NADIA S. MOORE is the owner of Lots 9 and 10, Block 14, of Middletown Sub-division,

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of Dec. 1946, by Nadia S. Moore, I will, for and in consideration of the permission granted to remove 16 ft feet of curbing on State Street between A and Ash and adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

NADIA S. MOORE

1275 Myrtle Ave

INDIVIDUAL ACKNOWLEDGMENT

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

On this 14th day of December, 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 Nadia S. Moore 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.

WALTER E. PHILLIPS

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

My Commission Expires July 22, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 16th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 343 of Official Records, San Diego Co., Cal.

Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder

By Deputy GLEN L. STRAW

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

B. BARRETT

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Nadia S. Moore to City of San Diego; being Document No. 357926.

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, CHARLES W. STOOKE is the owner of Lot 4, Block 194, of Roseville Subdivision,

NOW, THEREFORE, This AGREEMENT, signed and executed this _____ day of _____, by Charles W. Stooke, I will, for and in consideration of the permission granted to remove 16 feet of curbing on Xenophon between Clove and Plum adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

CHARLES W. STOOKE

3420 Xenophon

INDIVIDUAL ACKNOWLEDGMENT

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

On this 13th day of December, A.D. Nineteen Hundred and Forty-Six before me E. W. Higgins, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared CHARLES W. STOOKE known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)

My Commission Expires Feb. 28, 1949

I hereby approve the form of the foregoing agreement this 16th day of December, 1946.

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

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 345 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Charles W. Stooke to City of San Diego; being Document No. 367927.

FRED W. SICK
City Clerk of the City of San Diego, California
By TTT 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 drive-way on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, BASIL L. COOK is Yes the owner of Lot 1 - Block 12 Block 12, of Middletown
NOW, THEREFORE, This AGREEMENT, signed and executed this Dec. 14th day of December, 1946, by Basil L. Cook that I will, for and in consideration of the permission granted to remove 90' feet of curbing on 60' Ash St. 30' Union between Union & and Front adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any drive-way constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

BASIL L. COOK
227 West Ash St. San Diego

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

On this 14th day of December, 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 Basil L. 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) MARK M. SAUNDERS
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires 8/13/1949

I hereby approve the form of the foregoing agreement this 16th day of December, 1946.

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

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 347 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Basil L. Cook to City of San Diego; being Document No. 367928.

FRED W. SICK
City Clerk of the City of San Diego, California
By TTT 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 drive-way on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Severin Const Co is the owner of Lot 26, Block 11, of Birdrock City,
NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of Nov 1946, by Severin Const. Co.
We will, for and in consideration of the permission granted to remove 16 feet of curbing on Waverly between Birdrock Ave & Forward and adjacent to the above described property, bind ourselves to, and _____ hereby by these presents agree to remove any driveway constructed

in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

SEVERIN CONST CO
By NELS G. SEVERIN
President

ATTEST
U. C. SEVERIN
Treas

CORPORATION ACKNOWLEDGMENT

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

On this day 9th of November A.D. Nineteen Hundred and Forty Six, before me M. Gregory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared NELS G SEVERIN, Pres. and U. C. Severin, Treas. known to me to be the president and Treas 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.

M. GREGORY

(SEAL)

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

My Commission Expires Dec. 11, 1948

I hereby approve the form of the foregoing agreement this 15th day of December, 1946.

J. F. DuPAUL
City Attorney

By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 346 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

B. BARRETT

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Severin Construction Co. to City of San Diego; being Document No. 357929.

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, Severin Const Co is the owner of Lot 27, Block 11, of Birdrock City,
NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of Nov 1946, by Severin Const Co. We will, for and in consideration of the permission granted to remove 15 feet of curbing on Waverly between Birdrock Ave Forward and adjacent to the above described property, bind ourselves to, and hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

SEVERIN CONST CO
By NELS G. SEVERIN
President

ATTEST
U C SEVERIN
Treas

CORPORATION ACKNOWLEDGMENT

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

On this day 9th of November, A.D. Nineteen Hundred and Forty Six, before me M. Gregory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nels G Severin, Pres and U. C. Severin, Treas., known to me to be the president and Treas 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.

M. GREGORY

(SEAL)

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

My Commission Expires Dec. 11, 1948

I hereby approve the form of the foregoing agreement this 15th day of December, 1945.

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

RECORDED DEC 19 1945 10 Min. Past 3 P.M. in Book 2290 at Page 348 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Severin Construction Co. to City of San Diego; being Document No. 357930.

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, SEVERIN CONST CO is the owner of Lot 25, Block 11, of Birdrock City.

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of Nov 1945, by Severin Const Co. We will, for and in consideration of the permission granted to remove 15 feet of curbing on Waverly between Birdrock Ave & Forward and _____ adjacent to the above described property, bind ourselves to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

SEVERIN CONST CO
By NELS G. SEVERIN
President

ATTEST
U C Severin
Treas

CORPORATION ACKNOWLEDGMENT

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

On this day 9th of November, A.D. Nineteen Hundred and Forty Six, before me M. Gregory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nels G Severin, Pres and U. C. Severin, Treas, known to me to be the president and treas 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.

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

(SEAL)
APPROVED 12/16/48 By HARRY S. CLARK

My Commission Expires Dec. 11, 1948

RECORDED DEC 19 1945 10 Min. Past 3 P.M. in Book 2309 at Page 265 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Severin Const.Co. to City of San Diego; being Document No. 357939.

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, EARL F. DANIELS is the owner of Lot South 80 ft of lots 10 and 11, and West 18 ft. of the South 80 ft of lot 12, Block 5, of Long & Hicock's Subdivision of Lot H.

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of Nov 1945, by Earl F Daniels. I will, for and in consideration of the permission granted to remove 18 feet of curbing on Ocean View Blvd. between 35th and 36th 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.

EARL F. DANIELS

3546 Ocean View Blvd. City

INDIVIDUAL ACKNOWLEDGMENT

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

On this 8th day of Nov., 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 Earl F. Daniels known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

My Commission Expires 8-13-49

(SEAL)

I hereby approve the form of the foregoing agreement this 18th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2309 at Page 267 of Official Records, San Diego Co., Cal.

Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder

By Deputy GLEN L. STRAW

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

E. BAEPLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Earl F. Daniels to City of San Diego; being Document No. 367940.

FRED W. SICK

City Clerk of the City of San Diego, California.

By T. 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, Wiley L. Johnson is co- the owner of Lot 1 & 2, Block 336, Choates Addition, Block 336, of Choate's.

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of November, 1946, by Wiley L. Johnson & Willie B. Johnson, Jr. We will, for and in consideration of the permission granted to remove 70 feet of curbing on Oceanview & 32nd Sts. between 31st & 32nd and Oceanview & Valle and adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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 Wiley L. Johnson and Willie B. Johnson 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.

Johnson Brothers Service Station

By WILEY L. JOHNSON, President

ATTEST

WILLIE B. JOHNSON, Jr. Secretary

WILEY L. JOHNSON, WILLIE B. JOHNSON, Jr

844 Payne St., San Diego 2, California

INDIVIDUAL ACKNOWLEDGMENT

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

On this 4th day of November, 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 Wiley L. Johnson & Willie B. Johnson 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.

WALTER L. McDONALD

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

My Commission Expires Feb. 3, 1948

(SEAL)

I hereby approve the form of the foregoing agreement this 15th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2309 at Page 269 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

E. BAEPLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Wiley L. Johnson to City of San Diego; being Document No. 367941.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. W. Sicken Deputy

A G R E E M E N T

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

WHEREAS, Charles J. Meyers is the owner of Lot East - 80 Feet 25-26-27-28, Block 36, of University Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of November - 1946, by Charles J. Meyers. I (We) will, for and in consideration of the permission granted to remove 25 Feet on Total of 50 Feet of curbing on 37th - Street between University Ave. and adjacent to the above described property, bind to, and hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs so to do, and comply therewith at own expense and with No cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

CHALET CAFE

CHARLES J. MEYERS
3594 University-Ave.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 7 day of Nov., 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 Charles J. Meyers, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

MARK M. SAUNDERS

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

My Commission Expires 8/13/49

(SEAL)

I hereby approve the form of the foregoing agreement this 16th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2309 at Page 277 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

E. BAEPLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Charles J. Meyers to City of San Diego; being Document No. 367942.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. W. Sicken Deputy

A G R E E M E N T

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

WHEREAS, Giulia D'Angelo is the owner of Lot 1, Block 43, of Middletown.

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of November, 1946, by Giulia D'Angelo. I will, for and in consideration of the permission granted to remove 16 feet of curbing on West Grape between Columbia and India Streets 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 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.

GIULIA D'ANGELO
608 So. Grape
Escondido

INDIVIDUAL ACKNOWLEDGMENT

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

On this 12th day of November, A.D. Nineteen Hundred and forty-six before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Giulia D'Angelos 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) H. M. HALL
Notary Public in and for the County of San Diego,
State of California.
I hereby approve the form of the foregoing agreement this 14th day of November, 1946.
J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2309 at Page 278 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW
E. BAEPLER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Giulia D'Angelo to City of San Diego; being Document No. 357943.

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

A G R E E M E N T

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

WHEREAS, L. Kalish and Fannie Kalish are the owners of a portion of Lot 1 and Lot 2, Block 408, Block 408, of Old San Diego.

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of October, 1946, by L. Kalish and Fanny Kalish. We will, for and in consideration of the permission granted to remove 26 feet feet of curbing on Taylor corner of San Diego Blvd. & Taylor 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.

ATTEST L. KALISH
NATHAN UDELL FANNY KALISH
(Witness) 2822 San Diego Boulevard,
San Diego, Calif.

STATE OF CALIFORNIA, } ss
COUNTY OF SAN DIEGO, }

On this 7th day of November, 1946, before me, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Nathan Udell, the person whose name is subscribed to the within instrument as subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw L. Kalish and Fanny Kalish personally known to him to be the same persons described in and whose names are subscribed to the within instrument as parties thereto, sign and execute the same and that they, the affiants, then and there subscribed his name to said instrument as witness.

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

(SEAL) AUDIE A. BECK
Notary Public in and for the County of San Diego, State
My Commission Expires Aug. 31, 1949. of California.
I hereby approve the form of the foregoing agreement this 14th day of November, 1946.
HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2309 at Page 268 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW
E. BAEPLER
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from L. Kalish et ux to City of San Diego; being Document No. 357944.

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, Joseph H. Dowdy is the owner of Lot 36 & 37, Block 136, of University Hts.

NOW, THEREFORE, This AGREEMENT, signed and executed this 5 day of Nov. 1946, by Joseph H. Dowdy. I will, for and in consideration of the permission granted to remove 30 feet of curbing on Hayes between Vermont and 10th 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 _____ 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.

JOSEPH H. DOWDY
1018 Hayes St.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 5th day of Nov., 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 Joseph H. Dowdy known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

My Commission Expires 8-13-49

I hereby approve the form of the foregoing agreement this 14th day of November, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2309 at Page 278 of Official Records, San Diego Co., Cal.

Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder

By Deputy GLEN L. STRAW

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

E. BAEOLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Joseph H. Dowdy to City of San Diego; being Document No. 357945.

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, Gordon D. Skeoch is the owner of Lot 300, Block _____, of Kensington Heights #3.

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of October, 1946, by Gordon D. Skeoch. I (We) _____ will, for and in consideration of the permission granted to remove 20 feet of curbing on Ridgeway between Marlborough and end of street 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 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.

GORDON D. SKEOCH M. D.
4193 Adams Ave.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 30th day of October, A.D. Nineteen Hundred and forty six before me Marion Baird Taylor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gordon D. Skeoch, 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 Lemon Grove, County of San Diego, State of California, the day and year in this certificate first above written.

My Commission Expires June 17, 1950

MARION BAIRD TAYLOR

(SEAL)

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

I hereby approve the form of the foregoing agreement this 14th day of November, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2309 at Page 279 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Gordon D. Skeoch to City of San Diego; being Document No. 357946.

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 drive-way on any city street prior to signing an 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 GRIER is the owner of Lot #598 Talmadge Park Unit #3, Block _____, of Map #1900

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of October, 1946, by Charles Grier that I will, for and in consideration of the permission granted to remove 15 ft. feet of curbing on 4710 Natalie Dr. between Norma and Adams 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 GRIER
4710 Natalie Dr.

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

On this 30th day of October, 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 Charles Grier known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)
My Commission Expires July 22, 1950

I hereby approve the form of the foregoing agreement this 14th day of November, 1946.

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

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2309 at Page 280 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Charles Grier to City of San Diego; being Document No. 357947.

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 drive-way on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Dell Thurber is the owner of Lot 16, Block 14, of La Mesa Colony.

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of November, 1946, by DELL THURBER. I (We) will, for and in consideration of the permission granted to remove 20' feet of curbing on El Cajon between 71st and 72nd adjacent to the above described property, bind _____ to, and _____ 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.

DELL THURBER
3168 Midway Dr.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 9th day of November, 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 Dell Thurber 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) 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 17th day of December, 1946.
J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2308 at Page 236 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Dell Thurber to City of San Diego; being Document No. 357948.

FRED W. SICK
City Clerk of The City of San Diego, California.
By TT 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 drive-way on any city street prior to signing an 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 R. Palmer is the owner of Lot 23, Block 15, of Point Loma Heights.
NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of November, 1946, by William R. Palmer. I will, for and in consideration of the permission granted to remove 16 feet of curbing on Wawona Drive between Capistrano and Chatsworth Boulevard adjacent to the above described property, bind himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.
And further agrees that this agreement shall be binding on myself _____ heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.
WILLIAM R. PALMER
4018 Arista Street,
San Diego, California.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }
On this 19th day of November, 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, 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) CLARK M. FOOTE Jr
Notary Public in and for the County of San Diego, State of California.
My Commission Expires March 15, 1947
I hereby approve the form of the foregoing agreement this 17th day of December, 1946.
J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2308 at Page 235 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from William R. Palmer to City of San Diego; being Document No. 357949.

FRED W. SICK
City Clerk of The City of San Diego, California.
By TT 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 drive-way on any city street prior to signing an agreement with the City to replace any curbing so

removed, at such time as requested so to do by the City Council, and
WHEREAS, Morel W. Miller is the owner of Lot 8 and 9, Block 219, of Pacific Beach Subdivision.

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of November, 1946, by Morel W. Miller. I will, for and in consideration of the permission granted to lay 50 x 4 feet of sidewalk between curbing and existing sidewalk in front of 1429-1433 Garnet Ave. between Haines and Gresham and adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs _____ so to do, and comply therewith at _____ own expense and with no cost or obligation on the part of The City of San Diego.

And further agree _____ that this agreement shall be binding on Morel W. Miller 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.

MOREL W. MILLER
77 Washington, Lemon Grove, Calif.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 24th day of Nov., 1946, A.D. Nineteen Hundred and _____ before me Pearl H. Mathiesen, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Morel W. Miller known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)
My Commission Expires Feb. 15, 1949

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2308 at Page 234 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
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 Morel W. Miller to City of San Diego; being Document No. 357950.

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, SAN DIEGO GAS & ELECTRIC COMPANY is the owner of Lot One (1), Block 115, of University Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of December, 1946, by San Diego Gas & Electric Company. We will, for and in consideration of the permission granted to remove 20 feet of curbing on Boundary between El Cajon and Howard adjacent to the above described property, bind it 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 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 San Diego Gas & Electric Company 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.

SAN DIEGO GAS & ELECTRIC COMPANY
By E. D. SHERWIN
Vice President

ATTEST
R. C. CAVELL
Secretary

CORPORATION ACKNOWLEDGMENT

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

On this day 4th day of December, A.D. Nineteen Hundred and 46, before me R. S. Ruffin, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. D. Sherwin and R. C. Cavell, known to me to be the Vice 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.

R. S. RUFFIN
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires May 17th 1947

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2308 at Page 233 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

V. FUERTH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from San Diego Gas & Electric Company to City of San Diego; being Document No. 367951.

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, Emerson W. Loud is the owner of Lot Northeasterly 80 feet of Lots 25 & 26, Block 30, of Ocean Beach.

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of November 1946, by Emerson W. Loud. I (We) _____ will, for and in consideration of the permission granted to remove 18 feet of curbing on Ebers between Cape May and Saratoga 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.

EMERSON W. LOUD
4705 Cape May, San Diego 7.

INDIVIDUAL ACKNOWLEDGMENT

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 8/13/49

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2308 at Page 232 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

V. FUERTH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Emerson W. Loud to City of San Diego; being Document No. 367952.

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, Albert O. Saucier is the owner of Lot 1-2-3-4, Block 189, of Pacific Beach.

NOW, THEREFORE, This AGREEMENT, signed and executed this Third day of December 1946, by Albert O. Saucier. I will, for and in consideration of the permission granted to remove 26 feet of curbing on Cass between Felspar and Emerald 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.

ALBERT O. SAUCIER

INDIVIDUAL ACKNOWLEDGMENT

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

On this 3rd day of December, A.D. Nineteen Hundred and Forty-Six before me Edna Putnam, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mr. Albert O. Saucier, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

EDNA PUTNAM

(SEAL)

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

My Commission Expires Feb. 5, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 56 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

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

M. AVERILL

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Albert O. Saucier to City of San Diego; being Document No. 367953.

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, D. K. Adams is the owner of the east 50 feet of Lots 13 & 14, Block 12, of Cleveland Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this 27th day of November, 1946, by D. K. Adams. I will, for and in consideration of the permission granted to remove 20 feet of curbing on First Avenue between Brookes Avenue and Pennsylvania Avenue 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.

D. K. ADAMS
3700 - 3rd. Ave.
San Diego

INDIVIDUAL ACKNOWLEDGMENT

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

On this 27th day of November, A.D. Nineteen Hundred and forty-six before me Clark M. Foote, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. K. Adams known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

CLARK M. FOOTE Jr.

(SEAL)

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

My Commission Expires March 16, 1947

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 55 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

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

M. AVERILL

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from D. K. Adams to City of San Diego; being Document No. 367954.

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, Homer V. Randolph is the owner of Lot Nine, Block F, of Re-Sub Pt. Loma Heights.
NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of December 1946, by Homer V. Randolph. I (We) _____ will, for and in consideration of the permission granted to remove 18 feet of curbing on Poe St. between Chatsworth Blvd. and La Cresta Dr. 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 agreement herein named.

HOMER V. RANDOLPH
3769 Poe St.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 2nd day of December, 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 Homer V. Randolph known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

GLADYS KOZICKI
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 17th day of December, 1946.
J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 55 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. AVERILL
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Homer V. Randolph to City of San Diego; being Document No. 367955.

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, R. L. Shields is the owner of Lots 5 and 7, Block 42, of Fairmount Addition.
NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of December, 1946, by R. L. Shields. I (We) _____ will, for and in consideration of the permission granted to remove 16 feet of curbing on Altadena between El Cajon Blvd. and Trojan Ave. 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 I 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. L. SHIELDS
4369 Altadena Street

INDIVIDUAL ACKNOWLEDGMENT

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

On this 12th day of December, A.D. Nineteen Hundred and Forty-Six before me Warren G. Ward, 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)

WARREN G. WARD
Notary Public in and for the County of San Diego, State of California.
My Commission Expires June 25, 1950

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 54 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 R. L. Shields to City of San Diego; being Document No. 357955.

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 drive-way on any city street prior to signing an 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 L. Hawkins is the owner of Lot 23 and 24, Block 196, of University Heights.
NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of November, 1946, by George L. Hawkins. I will, for and in consideration of the permission granted to remove Five feet of curbing on Florida between University and Lincoln 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 George L. Hawkins 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.

GEORGE L. HAWKINS
4857 Monroe Ave.

Individual Acknowledgment

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

On this 26th day of Nov, A.D. Nineteen Hundred and Forty Six before me R. E. Hunt, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Geo. L. Hawkins 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) R. E. HUNT
Notary Public in and for the County of San Diego, State of California
My Commission Expires February 11, 1950

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 53 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 George L. Hawkins to City of San Diego; being Document No. 357957.

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 drive-way on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, L. C. Burgener is the owner of Lot 7, Block 8, of Islenair #2.
NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of Dec 1946, by L. C. Burgener. I will, for and in consideration of the permission granted to remove 14 feet of curbing on 3211 Belle Isle between Dead End and adjacent to the above described property, bind myself to, and I hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs you so to do, and comply therewith at your 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.

L. C. BURGNER
4625 El Cajon Blvd.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 5th day of December, 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 L. C. Burgener known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 8/13/49

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 53 of Official Records, San Diego, Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. AVERILL
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from L. C. Burgener to City of San Diego; being Document No. 357958.

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, Edna M. Maupin is the owner of Lot 2, Block 41, of La Jolla Park.

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st, day of October 1946, by Edna M. Maupin that I will, for and in consideration of the permission granted to remove 14 feet of curbing on Ivanhoe Ave, between Silverado & Park Row and is adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

EDNA M. MAUPIN
1225 Park Row La Jolla, Calif.

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

On this 22nd day of October, 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 Edna M. Maupin 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)

ETHLIN THURMOND
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 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 52 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. AVERILL
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Edna M. Maupin to City of San Diego; being Document No. 357959.

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, Edna M. Maupin is the owner of Lot 1, Block 41, of La Jolla Park.

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st, day of October 1946, by Edna M. Maupin that I will, for and in consideration of the permission granted to remove 14 feet of curbing on Ivanhoe Ave, between Silverado & Park Row and is adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

EDNA M. MAUPIN
1225 Park Row La Jolla, Calif.

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

On this 22nd day of October, 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 Edna M. Maupin 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.

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

My Commission Expires Dec. 22, 1947

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 51 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 Edna M. Maupin to City of San Diego; being Document No. 357950.

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, Robert G. Wirth is the owner of Lot Pueblo Lot 241 of Pueblo Lands of San Diego

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of December, 1946, by ROBERT G. WIRTH that he will, for and in consideration of the permission granted to remove 2-20 feet of curbing on Fordham between Midway (3455 Midway) and Convair St. adjacent to the above described property, bind _____ to, and _____ hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

ROBERT G. WIRTH
3520 Park Blvd
San Diego, Calif.

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

On this 7 day of December, A.D. Nineteen Hundred and forty six before me Fred W. Strong Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert G. Wirth known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

FRED W. STRONG Jr
Notary Public in and for the County of San Diego, State
of California.

My Commission Expires Oct. 29, 1949

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 50 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 Robert G. Wirth to City of San Diego; being Document No. 357951.

FRED W. SICK
City Clerk of The City of San Diego, California
By F. 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, West Coast Corp & Chas. H. Tifal are the owners of Lot 40, Block 3, of Valencia Park Unit #1

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of November 1946, by West Coast Corp & Chas. H. Tifal that they will, for and in consideration of the permission granted to remove Sixteen feet of curbing on Churchward between Manzanares St. and Los Flores 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.

WEST COAST CORPORATION
& CHAS H TIFAL
3021 Dumas

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

On this 21st day of Nov., A.D. Nineteen Hundred and Forty-Six before me Chas. H. Tifal, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chas. H. Tifal known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) RUNARD A. JULEEN
Notary Public in and for the County of San Diego, State of California.
My Commission Expires July 19, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 50 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from West Coast Corp. and Chas. H. Tifel to City of San Diego; being Document No. 357952.

FRED W. SICK
City Clerk of The City of San Diego, California
By F. 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, West Coast Corp. & Chas. H. Tifal are the owners of Lot 39, Block 3, of Valencia Park, Unit #1

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of November 1946, by West Coast Corp & Chas H. Tifal that they will, for and in consideration of the permission granted to remove Sixteen feet of curbing on Churchward between Manzanares St. and Los Flores adjacent to the above described property, bind themselves to, and they hereby by these pre- sents agree to remove any driveway constructed in pursuance hereto, and to replace the curb- ing at such time as the City Council of San Diego directs them so to do, and comply there- with 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.

WEST COAST CORPORATION
& CHAS H TIFAL
3021 Dumas.

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

On this 21st day of Nov., A.D. Nineteen Hundred and Forty-Six before me Chas. H. Tifal, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chas. H. Tifal known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

RUNARD A. JULEEN
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires July 19, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 49 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 Chas. H. Tifal & West Coast Corp. to City of San Diego; being Document No. 367953.

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, West Coast Corp. & Chas. H. Tifal are the owners of Lot 38, Block 3, of Valencia Park Unit #1

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of November 1946, by West Coast Corp & Chas H. Tifal that they will, for and in consideration of the permission granted to remove Sixteen feet of curbing on Churchward between Manzanares St. and Los Flores 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.

WEST COAST CORPORATION
CHAS H TIFAL
3021 Dumas.

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

On this 21st day of Nov., A.D. Nineteen Hundred and Forty-Six before me Chas. H. Tifal, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chas H. Tifal known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
RUNARD A. JULEEN
Notary Public in and for the County of San Diego, State of California.
My Commission Expires July 19, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 48 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 Chas. H. Tifal & West Coast Corp. to City of San Diego; being Document No. 367954.

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, M. O. Ferguson is the owner of Lot Pueblo, 315, West 100', & East 215', & South 150'.

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of November, 1946, by M. O. Ferguson that he will, for and in consideration of the permission granted to remove 2-20 feet of curbing on Midway between North of Rosecrans Avenue and 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 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.

M. O. FERGUSON
310 Fifth Avenue, San Diego

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO

On this 21st day of November, A.D. Nineteen Hundred and 46 before me, a Notary Public in and for said County, residing therein, duly commssioned and sworn, personally appeared M. O. Ferguson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) ROBERT E. MILLER
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires April 18, 1949

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.
J. F. DuPAUL
City Attorney

By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 46 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 M. O. Ferguson to City of San Diego; being Document No. 357965.

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, Scott S. Graves is the owner of Lots 25-26-27 & 28, Block 4, of Frary Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of November 1946, by Scott S. Graves that I will, for and in consideration of the permission granted to remove 40 feet of curbing on 32nd between Thorn and Upas 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 dir- ects I 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.

SCOTT S. GRAVES
3302 - 32nd. St.

State of California) ss.
County of San Diego

On this 19th day of November, A.D. Nineteen Hundred and Forty-six before me M. S. Richards, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott S. Graves known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) M. S. RICHARDS
Notary Public in and for the County of San Diego, State
of California.
My Commission Expires Dec. 10, 1949

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.
J. F. DuPAUL
City Attorney

By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 46 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 Scott S. Graves to City of San Diego; being Document No. 357966

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, John T. Holt is the owner of Lots 1 to 3 inclusive, Block 5, of Loma Alta No. 1

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of Nov. 1946, by John T. Holt that I will, for and in consideration of the permission granted to remove 90 feet of driveway on Voltaire & Catalina between Udall and Voltaire 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 John Holt, 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 T. HOLT
1114 S. D. Trust Bldg
San Diego, Calif.

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

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

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

GAYLE H. DAVIS

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

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 47 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 John T. Holt to City of San Diego; being Document No. 367967.

FRED W. SICK

City Clerk of The City of San Diego, California

By J. 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, S. C. Pappert is the owner of Lot 101, Block 1, of W. B. Gross Subdivision

NOW, THEREFORE, This AGREEMENT, signed and executed this 15 day of October 1946, by S. C. Pappert that I will, for and in consideration of the permission granted to remove 20 feet of curbing on A between 31st and Edgemont 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.

S. C. PAPPERT
1245 - 31 Street

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

On this 15th day of October, A.D. Nineteen Hundred and Forty-Six before me J. G. Kilty, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. C. Pappert known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

J. G. KILTY

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

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 45 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 S. C. Pappert to City of San Diego; being Document No. 357968.

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, Robert W. Torney is the owner of Lot 1 & 2, Block C, of Birdrock City

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of September, 1946, by Robert W. Torney that he will, for and in consideration of the permission granted to remove 18 feet of curbing on Abalone Pl. between Chelsea and Birdrock Ave adjacent to the above described property, bind him to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

ROBERT W. TORNEY

5644 Abalone Pl

La Jolla Cal

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

On this 14th day of September, 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 Robert W. Torney known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

RUTH GARTY

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

My Commission Expires April 30, 1948

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 44 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

M. AVERILL

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

I 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 Robert W. Torney to City of San Diego; being Document No. 357969.

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, James W. Case is the owner of Lot 5 and 7, Block 28, of Middletown Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 18 day of October 1946, by James W. Case. I (We) _____ will, for and in consideration of the permission granted to remove 16 feet of curbing on Beach 1502 between Kettner and California adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

JAMES W. CASE

832 Second Ave. San Diego, Calif.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 18 day of October, A.D. Nineteen Hundred and 46 before me Jesse D. Cotton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James W. Case known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

JESSE D. COTTON

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

My Commission Expires October 27, 1946.

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 44 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 James W. Case to City of San Diego; being Document No. 367970.

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, E. Byron Harwell and wife, Marjorie E. Harwell are the owners of Lots 4, 5 and 6, Block 217, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of October, 1946, by E. Byron Harwell and Marjorie E. Harwell that they will, for and in consideration of the permission granted to remove 16 feet of curbing on Bandini between LaJolla and W California Sts. and W. California Sts, adjacent to the above described property, bind them to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

E. BYRON HARWELL

MARJORIE E. HARWELL

2120 LaJolla Ave

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

On this 19th day of October, 1946, A.D. Nineteen Hundred and forty six, before me, Edna M. Baine, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. Byron Harwell and wife, Marjorie E. Harwell 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.

EDNA M. BAINE

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

(SEAL)

My Commission Expires March 29, 1948

I HEREBY approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney.

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 43 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 E. Byron Harwell and Marjorie E. Harwell to City of San Diego; being Document No. 367971.

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, JOHN B. STARKEY, MAY B. STARKEY, HAROLD B. STARKEY AND AUGUSTA B. STARKEY are the owners of Lot A and the North 10 feet of Lot B, Block 115, of HORTON'S ADDITION.

NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of September 1946, by John B. Starkey, May B. Starkey, Harold B. Starkey and Augusta B. Starkey. We will, for and in consideration of the permission granted to remove 16' 5" feet of curbing on Ash Street between 1st Avenue and 2nd Avenue 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.

JOHN B. STARKEY
MAY B. STARKEY
HAROLD B. STARKEY
AUGUSTA B. STARKEY

1200 Fourth Avenue, San Diego 1,
California

INDIVIDUAL ACKNOWLEDGMENT

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

On this 25th day of September, A.D. Nineteen Hundred and 46 before me Grace E. Claytor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John B. Starkey, May B. Starkey, Harold B. Starkey and Augusta B. Starkey 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

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

(SEAL)

My Commission Expires Aug. 16, 1948
J. F. DuPAUL

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 42 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 John B. Starkey, May B. Starkey, Harold B. Starkey and Augusta B. Starkey to City of San Diego; being Document No. 357972.

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, Ted W. Buckel is the owner of Lot Por 8, Block 27, of Normal Hts

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of Aug 1946, by Ted W. Buckel that _____ will, for and in consideration of the permission granted to remove 25 feet of curbing on Adams between 34th and Hawley Blvd adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereof, 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 Ted W. Buckel _____ 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.

TED W. BUCKEL
3426 Adams Ave

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

On this 28 day of August, A.D. Nineteen Hundred and 46 before me John V. Rush, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ted W. Buckel known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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 V. RUSH
Notary Public in and for the County of San Diego, State of California.

(SEAL)

My Commission Expires 10-3-46

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 41 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Ted W. Buckel to City of San Diego; being Document No. 357973.

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, Farmer Bros. Co is the owner of Lots 24 to 27, Block 189, of University Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of September 1946, by Farmer Bros. Co that they will, for and in consideration of the permission granted to remove 35 Feet feet of curbing on Blaine Ave. between Normal Ave and Cleveland 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.

FARMER BROS Co.
EARL WATSON - Agent
3915 Normal Ave.

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

On this 10th day of Sept., A.D. Nineteen Hundred and 46 before me Edna Putnam, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mr. Carl Watson Agent For Farmer Bros. Co. known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

EDNA PUTNAM

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

(SEAL)

My Commission Expires Feb. 6, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 57 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Farmer Bros. Co. to City of San Diego; being Document No. 357974.

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, Julius Zywert is the owner of Lot 20, Block 57, of Arnold & Choate's Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of October 1946, by Julius Zywert. I (We) _____ will, for and in consideration of the permission granted to remove 17 feet of curbing on Falcon between Washington and Douglass 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 Julius Zywert 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.

JULIUS ZYWERT
3970 Falcon Str.

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

On this 28th day of October, 1946, before me, Esther Caldwell a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Julius Zywert 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)

ESTHER CALDWELL
Notary Public in and for the County of San Diego,
State of California
My Commission Expires Mar. 18, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 40 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Julius Zywert to City of San Diego; being Document No. 367975.

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, C. T. Cooper is the owner of Lot 9, 10 and 11, Block 5, of Clifton Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of September 1946, by C. T. Cooper. I (We) _____ will, for and in consideration of the permission granted to remove 17' feet of curbing on Fairmount Ave between Quince and Redwood adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

CLAUDE T. COOPER
3043 Fairmount Ave

INDIVIDUAL ACKNOWLEDGMENT

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

On this 13th day of September, 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 Claude T. Cooper known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

My Commission Expires July 14, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 39 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 C. T. Cooper to City of San Diego; being Document No. 367975.

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, W. G. Phillips is the owner of Lots 29-33, Block 47, of Fairmount Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of September, 1946, by W. G. Phillips. I will, for and in consideration of the permission granted to remove 30

feet of curbing on Estrella between El Cajon and Trojan 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.

W. G. PHILLIPS
3939 Park Blvd.
S.D.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 30th day of September, A.D. Nineteen Hundred and forty-six before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. G. Phillips 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)

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

My Commission Expires July 20, 1948

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 38 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 W. G. Phillips to City of San Diego; being Document No. 357977.

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, Louis H. Merz is the owner of Lots 23 and 24, Block 8, of La Mesa Townsite.

NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of July, 1946, by Louis H. Merz. I (We) will, for and in consideration of the permission granted to remove 27 feet of curbing on El Cajon Boulevard between Sixty-Ninth and Seventieth adjacent to the above described property, bind him to, and he does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

LOUIS H. MERZ
Jamul, California

INDIVIDUAL ACKNOWLEDGMENT

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

On this 11 day of July, A.D. Nineteen Hundred and Forty-Six before me Edward S. Shaw, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louis H. Merz 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)

EDWARD S. SHAW
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 December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 38 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Louis H. Merz to City of San Diego; being Document No. 357978.

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, Harvey L. Lewis Jr. is the owner of Lot 8-9, Block 117, of University Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of October 1945, by Harvey L. Lewis Jr. I will, for and in consideration of the permission granted to remove 25-1/2 feet of curbing on El Cajon Blvd between Ohio and Iowa 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.

HARVEY L. LEWIS Jr.
2876 El Cajon Blvd.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 22nd day of October, A.D. Nineteen Hundred and Forty Six before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harvey L. Lewis Jr. known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

CLYDE M. RICHARDS
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires June 11, 1948

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 41 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Harry L. Lewis, Jr. to City of San Diego; being Document No. 357979

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, Evelyn Wirth is the owner of Lot 1-4, Block 39, of Teralta.

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of October, 1946, by Evelyn Wirth. I will, for and in consideration of the permission granted to remove 20 feet of curbing on El Cajon Blvd between Felton and 34th St adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

EVELYN WIRTH
3620 Park Blvd. San Diego.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 17th day of October, A.D. Nineteen Hundred and Forty Six before me Edna Putnam, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Evelyn Wirth 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)

EDNA PUTNAM
Notary Public in and for the County of San Diego, State of
California.
My Commission Expires Feb. 6, 1950.

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 37 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Evelyn Wirth to City of San Diego; being Document No. 357980.

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, T. A. McGregor is the owner of Lot H, Block 111, of _____

NOW, THEREFORE, This AGREEMENT, signed and executed this tenth day of October 1946, by Thomas A. McGregor. I will, for and in consideration of the permission granted to remove 15 feet of curbing on Mission Blvd. between Santa Barbara Place and Jersey Court 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 T. A. McGregor _____ 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.

ARTHUR C. LENT Jr.

MRS. THOS. A. MCGREGOR
720 Santa Barbara Pl. S. D. 8.

Subscribed and sworn to before me, Marion Baird Taylor, Notary Public in and for the County of San Diego this 10th day of October, 1946.

(SEAL)

MARION BAIRD TAYLOR
My Commission Expires June 17, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 36 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 T. A. McGregor to City of San Diego; being Document No. 357981.

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, W. G. Phillips is the owner of Lots 29 - 33, Block 47, of Fairmount Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of September, 1946, by W. G. Phillips. I will, for and in consideration of the permission granted to remove 75 feet of curbing on El Cajon between Estrella and 48th Street adjacent to the above described property, bind myself to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

W. G. PHILLIPS
3939 Park Blvd.
S.D.

INDIVIDUAL ACKNOWLEDGMENT

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

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

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

CECILIA M. WILSON

(SEAL)

Notary Public in and for the County of San Diego,
State of California.
My Commission Expires July 20, 1948

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 35 of Official Records, San Diego Co., Cal.

Recorded At Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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 W. G. Phillips to City of San Diego; being Document No. 357982.

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, George J. Lapthorne & Nora E. Lapthorne are the owners of Lot 10, Block 7, of El Cerrito Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of October, 1946, by George J. Lapthorne & Nora E. Lapthorne. We will, for and in consideration of the permission granted to remove 15 ft. feet of curbing, making a 25' driveway, on El Cajon between Alice and 59th 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 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.

GEORGE J. LAPTHORNE

NORA E. LAPTHORNE

4511 Alice Ave.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 17th day of October, A.D. Nineteen Hundred and forty-six before me Evelyn N. Purpus, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George J. Lapthorne and Nora E. Lapthorne 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 the city of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

EVELYN N. PURPUS

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

My Commission Expires April 15, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

Recorded Dec 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 34 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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 Geo. J. Lapthorne and Nora E. Lapthorne to City of San Diego; being Document No. 357983.

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, W. P. Kesling & A. J. Free are the owner of Lot 5, Block 57, of Point Loma Heights;

NOW, THEREFORE, This AGREEMENT, signed and executed this 4 day of Oct. 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 Coronado St. between Venice and Catalina Blvd., 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 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

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

On this 4th day of October, 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 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 my hand and affixed my Official Seal, at my office in La Jolla, Calif., County of San Diego, State of California, the day and year in this certificate first above written.

ETHLIN THURMOND

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

My Commission Expires Dec. 22, 1947

(SEAL)

I HEREBY approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 P.M. in Book 2308 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.

V. FUERTH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from W. P. KESLING and A. J. FREE to City of San Diego; being Document No. 367984.

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, W. P. Kesling and A. J. Free is the owner of Lot 6, Block 57, of Point Loma Heights:

NOW, THEREFORE, This AGREEMENT, signed and executed this 4 day of Oct. 1946, by W. P. Kesling & A. J. Free that they will, for and in consideration of the permission granted to remove 15' feet of curbing on Coronado between Venice and Catalina, adjacent to the above described property, bind them to, and they hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on 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

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

On this 4th day of October, 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 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.

ETHLIN THURMOND

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

My Commission Expires Dec. 22, 1947

(SEAL)

I HEREBY approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 34 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 Curb Removal Agreement from W. P. KESLING and A. J. FREE to City of San Diego; being Document No. 367985.

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, George W. Carter is the owner of Lots 1 to 5 incl., Block 357, of E. O. Rogers.

NOW, THEREFORE, This AGREEMENT, signed and executed this third day of September, 1946, by George W. Carter. I will, for and in consideration of the permission granted to remove 2 - 14 feet of curbing on Congress St. between Riley and Gaines 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.

GEORGE W. CARTER
138 No. Orlando L. A.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 33 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 George W. Carter to City of San Diego; being Document No. 357986.

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, Alva C. Rogers is the owner of Lot 17 & 18, Block 106, Central Park.

NOW, THEREFORE, This AGREEMENT, signed and executed this 27 day of Sept. 1946, by A. C. Rogers. I will, for and in consideration of the permission granted to remove 14 feet of curbing on Commercial between 31 & 32d Sts 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 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.

ALVA C. ROGERS
1744 W. Drescher St

INDIVIDUAL ACKNOWLEDGMENT

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

On this 27th day of Sept., 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 Alva C. Rogers known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 8/13/49

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 32 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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 Alva C. Rogers to City of San Diego; being Document No. 357987.

FRED W. SICK

City Clerk of The City of San Diego, California.

By FIT 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, Joseph A. Finster is the owner of Lot South 48 ft. of Lot C - and North 2' ft. of Lot D, Block 38, of New San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 22 day of October 1946, by Joseph A. Finster that I will, for and in consideration of the permission granted to remove 20 feet of curbing on Columbia between F and G, adjacent to the above described property, bind me to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

JOSEPH A. FINSTER
743 - Columbia St.

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

On this 22 day of October, A.D. Nineteen Hundred and 46, before me, Edward H. Chew, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. A. Finster known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

EDWARD H. CHEW

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

My Commission Expires February 2, 1948

(SEAL)

I HEREBY approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney.

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 31 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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 J. A. Finster to City of San Diego; being Document No. 357988.

FRED W. SICK

City Clerk of The City of San Diego, California.

By FIT 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, Don W. Shira and Margaret M. Shira are the owners of Lot 10, Block 15, of Middletown, San Diego, California.

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of October 1946, by Don W. Shira and Margaret M. Shira. We will, for and in consideration of the permission granted to remove 24 feet of curbing on Columbia Street between Ash and A Sts and 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.

DON W. SHIRA and MARGARET M. SHIRA
3033 Algott St

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO, }

INDIVIDUAL ACKNOWLEDGMENT

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

On this 22nd day of October, A.D. Nineteen Hundred and forty six before me V. C. Gamble, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Don W. Shira and Margaret M. Shira 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)

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

My Commission Expires July 20, 1947

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 31 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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 Don W. Shira and Margaret M. Shira to City of San Diego; being Document No. 367989.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. W. Sicken Deputy

A G R E E M E N T

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

WHEREAS, Guilford T. Reser is the owner of Lot 10 Block 8 of Middletown, City of San Diego, Block 8, of Middletown, west side of Columbia St., between "A" and B Sts.

NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of October, 1946, by Guilford T. Reser. I will, for and in consideration of the permission granted to remove 15 feet of curbing on Columbia 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 Guilford T. Reser 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.

GUILFORD T. RESER
1415 India St. S.D.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 25 day of Oct., A.D. Nineteen Hundred and 46 before me H. C. Fielder, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Guilford T. Reser known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. C. FIELDER
Notary Public in and for the County of San Diego, State
of California.

My Commission Expires Nov. 25, 1946

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min Past 11 A.M. in Book 2319 at Page 30 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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 Guilford T. Reser to City of San Diego; being Document No. 367990.

FRED W. SICK

City Clerk of The City of San Diego, California

By F. W. Sicken Deputy

A G R E E M E N T

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

WHEREAS, Mary Porter Totten is the owner of Lot 2, Block 10, of College Park Unit #1.

NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of October, 1946, by Mary Porter Totten. I (We) _____ will, for and in consideration of the permission granted to remove 19 feet of curbing on College Ave. between Lindo Paseo and State College 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.

MARY PORTER TOTTEN
5185 College Ave.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 9th day of October, 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 Mary Porter Totten 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.

JOHN M. PAYNE

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

My Commission Expires July 2, 1949

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 29 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 Curb Removal Agreement from Mary Porter Totten to City of San Diego; being Document No. 367991.

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. J. Keane, Legal Guardian of the person and estate of Josephine Anna Malaney, Incompetent -- is now the owner of Lot Seven (7), Block Thirty (30) of Middletown.

NOW, THEREFORE, This AGREEMENT, signed and executed this Thirteenth day of August, 1946, by J. J. Keane, Legal Guardian of the person and Estate of Josephine Anna Malaney, Incompetent --. I will, for and in consideration of the permission granted to remove Thirty (30) feet of curbing on Cedar Street between India Street and Kettner Boulevard 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 owner so to do, and comply therewith at owner's own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on J. J. Keane, Legal Guardian of the Person and Estate of Josephine Anna Malaney, Incompetent or 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.

JAMES J. KEANE

(Legal Guardian of the Person and Estate
of Josephine Anna Malaney, Incompetent)
1616 India Street, San Diego (1) Calif
Mailing address:
P.O. Box "A" - Coronado - California

INDIVIDUAL ACKNOWLEDGMENT

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

On this 13th 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 James J. Keane known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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) I. YASINSKI
Notary Public in and for the County of San Diego, State of California.
My Commission Expires Oct. 4, 1948

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 28 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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. J. Keane, Guardian of Josephine Anna Malaney, to City of San Diego; being Document No. 357992.

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, C. A. Larsen is the owner of Lot 8, Block 210, of Middletown.
NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of September 1946, by C. A. Larsen. I will, for and in consideration of the permission granted to remove 15 feet of curbing on Kurtz Street between Wright Street and Bandini 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.

C. A. LARSEN
2057 Kurtz St. San Diego 1, Calif.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)
On this 17th day of September, 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 C. A. Larsen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) WILLIAM W. DICKSON
Notary Public in and for the County of San Diego, State of California.
My Commission Expires November 5, 1949

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2319 at Page 27 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 C. A. Larsen to City of San Diego; being Document No. 357993.

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, Luther Cline is, the owner of Lot #3 Bolck 120 Middletown Add., Block 120, of Middletown Add.;
NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of September 1946, by

Luther Cline that I will, for and in consideration of the permission granted to remove 14 feet of curbing on Kettner between Redwood and Spruce, 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 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.

LUTHER CLINE
2865 State Street

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

On this 5th day of September, A.D. Nineteen Hundred and Forty six, before me, Violet Johnston, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Luther Cline known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

VIOLET JOHNSTON

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

(SEAL)

I HEREBY approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 380 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Luther Cline to City of San Diego; being Document No. 367994.

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

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and WHEREAS, Joseph E. Dryer is the owner of Lot 9, Block 55 Middletown, Block 55, of Middletown Subdivision

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of September, 1946, by Joseph E. Dryer that he will, for and in consideration of the permission granted to remove 30 feet of curbing on Kettner Blvd., between Juniper and Kalmia Sts. adjacent to the above described property, bind me to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself _____ 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.

JOSEPH E. DRYER
2825 3d Ave., San Diego 3, Calif.

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

On this 6th day of September, A.D. Nineteen Hundred and Forty Six before me m J. L. Thompson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joseph E. Dryer 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.

JACK L. THOMPSON

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

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 379 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Joseph E. Dryer to City of San Diego; being Document No. 367995.

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

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

WHEREAS, City Chevrolet Co. is Lessor of Lot 3 and 8, Block 18, of Middletown.

NOW, THEREFORE, This AGREEMENT, signed and executed this 23 day of Aug. 1946, by City Chevrolet Co. We will, for and in consideration of the permission granted to remove 40' (20 & 20) feet of curbing on 20' Kettner between Ash & Beach 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 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.

CITY CHEVROLET CO.

By O. B. PEAVEY
President

ATTEST

N. J. NEIL

(SEAL) Notary Public

My Commission Expires Jan. 21, 1948

CORPORATION ACKNOWLEDGMENT

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

On this day 23rd, A.D. Nineteen Hundred and 46, before me N. J. Neil, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. B. PEAVEY and _____, 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.

N. J. NEIL

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

(SEAL)

My Commission Expires Jan. 21, 1948

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 378 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy D. COLE

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from City Chevrolet Co. to City of San Diego; being Document No. 367995.

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, Jack L. Scheklesky is the owner of Lot All of Villa Lots 21 & 31 of Normal Heights, Block _____, of according to Map 985, May 9 - 1916.

NOW, THEREFORE, This AGREEMENT, signed and executed this 19 day of August 1946, by Jack L. Scheklesky. I will, for and in consideration of the permission granted to remove 20 feet of curbing on 4805 Kenmore Terrace between Model Ave and West Mountain View Drive adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

JACK LEO SCHEKLESKY

4805 Kenmore Terrace

San Diego, (4), Calif.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 19th 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 Jack L. Scheklesky known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 15, 1947

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 378 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Jack L. Scheklesky to City of San Diego; being Document 357997.

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, Daly Highleyman is the owner of Lot 19 and 20, Block 8, of La Jolla Beach;

NOW, THEREFORE, This AGREEMENT, signed and executed this 28 day of Aug. 1946, by Daly Highleyman that he will, for and in consideration of the permission granted to remove 16' feet of curbing on La Jolla Blvd. between Sea Lane and Marine Sts., 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 himself _____ heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

DALY HIGHLEYMAN
450 S Coast Blvd, La Jolla.

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

On this 29th 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 Daly Highleyman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

RUTH GARTY
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires April 30, 1948

I HEREBY approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 377 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Daly Highleyman to City of San Diego; being Document No. 357998.

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, Wilfred L. Jackson is the owner of Lot 2, Block 214, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 11th day of July, 1946, by Wilfred L. Jackson that I will, for and in consideration of the permission granted to remove

15 feet of curbing on La Jolla Ave between Bandini and Wright 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 Wilfred L. Jackson and 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.

WILFRED L. JACKSON
2085 La Jolla Ave Zone 1

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

On this 11th day of July, 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 Wilfred L. Jackson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

AUGUST M. WADSTROM

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

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 376 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

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

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

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Wilfred L. Jackson to City of San Diego; being Document No. 367999.

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, Atlas Chemical and Manufacturing Co. is the owner of Lots E and F, Block 94, of Horton's Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this tenth day of September 1946., by Atlas Chemical and Manufacturing Co. We will, for and in consideration of the permission granted to remove 24 feet of curbing on Island between 3rd. and 4th. 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 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.

D. ELLERY
P. O. Box 26, Grossmont, Calif.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 10 day of September, A.D. Nineteen Hundred and 46 before me Josephine C. Mills, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. Ellery 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.

JOSEPHINE C. MILLS

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

My Commission Expires Jan. 27, 1947

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 375 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

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

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

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Atlas Chemical and Manufacturing Co. to City of San Diego; being

Document No. 358000.

FRED W. SICK
City Clerk of The City of San Diego, California.
By TTatten 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 curb- ing so removed, at such time as requested so to do by the City Council, and

WHEREAS, G. H. Griffith is the owner of Lot "F" Fort Stockton Heights. Map #1430,
NOW, THEREFORE, This AGREEMENT, signed and executed this 1st day of August, 1946, by G. H. Griffith that he will, for and in consideration of the permission granted to remove 20' feet of curbing on Hortensia Street between Fort Stockton Drive and Hickory Street ad- jacent to the above described property, binds himself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

G. H. GRIFFITH
2245 Ft. Stockton Dr.

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

On this 1 day of August, A.D. Nineteen Hundred and forty six before me Fred W. Strong, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. H. Griffith known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

FRED W. STRONG Jr.
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Oct. 29, 1949

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 375 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. L. PAIGE

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from G. H. Griffith to City of San Diego; being Document No. 358001.

FRED W. SICK
City Clerk of The City of San Diego, California.
By TTatten 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 curb- ing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Clifford H. Johnson is the owner of Lot 8, Block 4, of Kensington Heights Unit No. 1
NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of Sept. 1946, by Clifford H. Johnson. I will, for and in consideration of the permission granted to remove 18 feet of curbing on Hempstead Cir. between 4000 block Canterbury Drive and Canterbury Drive adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

CLIFFORD H. JOHNSON
6211 Sessions Ct.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 5th day of Sept., A.D. Nineteen Hundred and forty six before me August M. Wad- strom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Clifford H. Johnson 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 cer- tificate first above written.

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

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 374 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

M. L. PAIGE

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Clifford H. Johnson to City of San Diego; being Document No. 368002.

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, The H. P. M. Company is the owner of Lots 10 - 11 - 12, Block 185, of Middletown Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of October, 1946, by The H. P. M. Company. We will, for and in consideration of the permission granted to remove 30 feet of curbing on Hancock Street between Sutherland Street and Clayton Street adjacent to the above described property, bind us to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

THE H. P. M. COMPANY

Attest MARSHALL DUFFIELD
(Secretary)

C O R P O R A T I O N A C K N O W L E D G M E N T

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) ss.

On this day Oct. 14, 1946, A.D. Nineteen Hundred and 46, before me E. Warren Foster, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marshall Duffield and _____, 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

E. WARREN FOSTER

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

My Commission Expires Sept. 19, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 373 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

M. L. PAIGE

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from The H. P. M. Company to City of San Diego; being Document No. 368003.

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, Canada Dry Ginger Ale, Inc. is the owner of Lots 1 to 12, incl., Block 196, of Middletown Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of August, 1946, by Canada Dry Ginger Ale, Inc. We will, for and in consideration of the permission granted to remove 15 feet of curbing on Hancock between Noell Street and Sutherland 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 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.

Canada Dry Ginger Ale, Inc.
By H. M. Cubberley
Vice Pres.
Attest Helena J. Parsons
(Secretary)

CORPORATION ACKNOWLEDGMENT

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

On this day 17th, A.D. Nineteen Hundred and forty-six, before me Florence King, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. M. Cubberley and _____, known to me to be the Vice President of the corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

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

FLORENCE KING

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

(SEAL)

My Commission Expires Dec. 6, 1948

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 372 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Canada Dry Ginger Ale, Inc. to City of San Diego; being Document No. 368004.

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, Joseph Baker Jennings is the owner of Lot C, Block 281, of Horton's Addition to the City of San Diego

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of September, 1946, by Joseph Baker Jennings that he will, for and in consideration of the permission granted to remove 24' feet of curbing on 4th Avenue between Kalmia and Laurel adjacent to the above described property, bind him to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

JOSEPH BAKER JENNINGS

2400 Fifth Avenue

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

On this 16th day of September, A.D. Nineteen Hundred and Forty-Six before me Harvey H. Atherton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joseph Baker Jennings 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.

HARVEY H. ATHERTON

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

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 371 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Joseph Baker Jennings to City of San Diego; being Document No. 368005.

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, D. Schlotthauer is the owner of Lot 9 and 10, Block 5, of Imperial Heights.
NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of October, 1946, by D. Schlotthauer. I (We) _____ will, for and in consideration of the permission granted to remove ten feet of curbing on Florence "Add." 3936 Florence and _____ adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs _____ so to do, and comply therewith at _____ own expense and with no cost or obligation on the part of The City of San Diego.
And further agree that this agreement shall be binding on D. Schlotthauer 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.

DAVID SCHLOTTHAUER
3936 Florence St.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 12th day of October, A.D. Nineteen Hundred and forty-six before me Cecilia M. Wilson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared David Schlotthauer 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.

CECILIA M. WILSON
Notary Public in and for the County of San Diego, State
of California.
My Commission Expires July 20, 1948

(SEAL)

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 371 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from D. Schlotthauer to City of San Diego; being Document No. 368006.

FRED W. SICK
City Clerk of The City of San Diego, California.
By _____ 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, William A. Albrant, Lorena L. Albrant, Glen E. Lewis and Bernice A. Lewis, as Joint Tenants, are the owners of Lot C, Block 13, of Horton's Addition, City of San Diego.
NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of September, 1946, by William A. Albrant, Lorena L. Albrant, Glen E. Lewis and Bernice A. Lewis, joint tenants, We will, for and in consideration of the permission granted to remove 20 feet of curbing on First Avenue between A Street and B Street adjacent to the above described property, bind myself to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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.

WILLIAM A. ALBRANT
LORENA L. ALBRANT
GLENN LEWIS
BERNICE A. LEWIS

4377 Cleveland Ave
4373 Cleveland Ave

INDIVIDUAL ACKNOWLEDGMENT

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

On this 16 day of Nov., A.D. Nineteen Hundred and 46 before me Harry C. Clark, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William A. Albrant, Lorena L. Albrant, Glen Lewis & Bernice A. Lewis 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) HARRY C. CLARK
Notary Public in and for the County of San Diego,
State of California.
Com expires 11/13/45

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 370 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Wm. A. Albrant and Lorena L. Albrant and Glen E. Lewis and Bernice A. Lewis to City of San Diego; being Document No. 368007.
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, John B. Starkey, May B. Starkey, Harold B. Starkey and Augusta B. Starkey are the owners of Lot A and the North 10 feet of Lot B, Block 115, of Horton's Addition.
NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of September, by John B. Starkey, May B. Starkey, Harold B. Starkey and Augusta B. Starkey. We will, for and in consideration of the permission granted to remove 17'-5" feet of curbing on 1st Avenue between A Street and Ash 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 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.

JOHN B. STARKEY
MAY B. STARKEY
HAROLD B. STARKEY
AUGUSTA B. STARKEY

1200 Fourth Avenue, San Diego 1,
California

INDIVIDUAL ACKNOWLEDGMENT

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

On this 26th day of September, A.D. Nineteen Hundred and 46 before me Grace E. Claytor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John B. Starkey, May B. Starkey, Harold B. Starkey and Augusta B. Starkey known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) GRACE E. CLAYTOR
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Aug. 16, 1948

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 369 of Official Records, San Diego Co., Cal.
Recorded at Request of City of San Diego

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from John B. Starkey, May B. Starkey, Harold B. Starkey and Augusta B. Starkey to City of San Diego; being Document No. 368008.
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, Evelyn Wirth is the owner of Lot 1 - 4, Block 39, of Teralta.

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of October, 1946, by Evelyn Wirth. I will, for and in consideration of the permission granted to remove 15 feet of curbing on Felton St. between El Cajon Blvd. and Orange Ave. adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

EVELYN WIRTH
 3520 Park Blvd - San Diego

I N D I V I D U A L A C K N O W L E D G M E N T

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

On this 17th day of October, A.D. Nineteen Hundred and Forty Six before me Edna Putnam, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Evelyn Wirth 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)

EDNA PUTNAM
 Notary Public in and for the County of San Diego, State
 of California.
 My Commission Expires Feb. 6, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 358 of Official Records, San Diego Co., Cal.
 Recorded at Request of Grantee

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Evelyn Wirth to City of San Diego; being Document No. 358009.

FRED W. SICK
 City Clerk of The City of San Diego, California.
 By T. 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, John H. Dawson is the owner of Lot 3 & South 1/2 of Lot 2, Block B, of Resubdivision of Villa Tract, La Jolla Park

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of October, 1946, by John H. Dawson that he will, for and in consideration of the permission granted to remove about 20 feet of curbing on Ludington Place between Soledad Street and Ludington Lane 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 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.

JOHN H. DAWSON
 4356 Altamirano Way
 San Diego 3

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

On this 2nd day of October, A.D. Nineteen Hundred and forty-six before me Thomas M. Hamilton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John H. Dawson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

THOMAS M. HAMILTON
 Notary Public in and for the County of San Diego, State
 of California.
 My Commission Expires Sept. 28, 1949

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 368 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from John H. Dawson to City of San Diego; being Document No. 368010.

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, H. G. Fenton is the owner of Lots 15 to 24 inclusive, Block 95, of Mannasse & Schiller Addn;

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of February 1945, by H. G. Fenton that he will, for and in consideration of the permission granted to remove 11 1/2 feet of curbing on Main between Dewey and Crosby Streets, 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.

H. G. FENTON

1245 National Ave. San Diego.

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

On this 27th day of February, A.D. Nineteen Hundred and Forty Five, before me, D. O. Lockman, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. G. Fenton known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

D. O. LOCKMAN Jr.

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

My Commission Expires July 20, 1947

(SEAL)

I HEREBY approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney.

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 367 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from H. G. Fenton to City of San Diego; being Document No. 368011.

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, A Paul Sutherland is the owner of Lot 38, Block 462, of Middle Town.

NOW, THEREFORE, This AGREEMENT, signed and executed this 10/25/46 day of 46, by A. Paul Sutherland. I will, for and in consideration of the permission granted to remove 20 feet feet of curbing on Reynard Way between Goldfinch and W. Penn 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 so to do, and comply therewith at own expense and with no cost or obligation on the part of The City of San Diego.

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

A. PAUL SUTHERLAND

2530 Albatross St.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 25th day of October, 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 A. Paul Sutherland known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 15, 1947

I hereby approve the form of the foregoing agreement this 17th day of December, 1946

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 355 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

M. L. PAIGE

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from A. Paul Sutherland to City of San Diego; being Document No. 368012.

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, W. P. Kesling is the owner of Lot 64, Block _____, of La Jolla Gables;

NOW, THEREFORE, This AGREEMENT, signed and executed this 5 day of Sept., by W. P. Kesling that he will, for and in consideration of the permission granted to remove 15' feet of curbing on Retaheim between Dowling Dr. and Vincente Way, adjacent to the above described property, bind him 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 him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

W. P. KESLING

5711 La Jolla Blvd.

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

On this 10th day of September, 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 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,
State of California.

My Commission Expires April 30, 1948

I HEREBY approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney.

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 355 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

M. L. PAIGE

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from W. P. Kesling to City of San Diego; being Document No 368013.

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, J. Barry Binns is the owner of Lot 30, Block _____, of La Jolla Gables;

NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of August, 1946, by

J. Barry Binns that he will, for and in consideration of the permission granted to remove 16' feet of curbing on Palamar between Rosemont Ave. and Via Del Norte, 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 himself J. Barry Binns heirs 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. BARRY BINNS
953 Diamond St.
San Diego 9, Calif.

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

On this _____ day of Sep 4 '46, A.D. Nineteen Hundred and _____, before me, R. L. Eccles, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. Barry Binns known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 365 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. L. PAIGE

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from J. Barry Binns to City of San Diego; being Document No. 358014.

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, P. J. Kirsner is the owner of Lots 14 to 17 inclusive, Block 137, of Mannasse & Schiller's
NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of October, 1946, by P. J. Kirsner. I (We) _____ will, for and in consideration of the permission granted to remove 45 feet of curbing on National Ave. between Commercial and 16th 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 _____ heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

P. J. KIRSNER
1526 National Ave.
San Diego, Calif.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 8th day of October, A.D. Nineteen Hundred and Forty Six before me A. E. Thurston, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. J. Kirsner known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) A. E. THURSTON
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires March 26, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 364 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. L. PAIGE

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from P. J. Kirsner to City of San Diego; being Document No. 368015.

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, Leonard E. Trochinski is the owner of Lot Portion of Lots 1-2-3, Block 12, of Normal Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this 23rd day of October, 1946, by Leonard E. Trochinski. I (We) We will, for and in consideration of the permission granted to remove 16 feet of curbing on Mt View Drive between Copley Avenue and 33rd Street adjacent to the above described property, bind us to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

LEONARD E. TROCHINSKI
3117 N. Mt. View Drive

I N D I V I D U A L A C K N O W L E D G M E N T

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

On this 23rd day of October, A.D. Nineteen Hundred and 46 before me Milton D. Riggs, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leonard E. Trochinski known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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.

MILTON D. RIGGS Notary Public
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Nov. 20, 1946.

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 363 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. L. PAIGE

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Leonard E. Trochinski to City of San Diego; being Document No. 368016.

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, The Dennstedt Co is the owner of Lot 10, Block 1, of North Shore Highlands

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of Sept. 1946, by The Dennstedt Co that they will, for and in consideration of the permission granted to remove 18 feet of curbing on 1375 Missouri St between Gresham St and Fanuel St adjacent to the above described property, bind them to, and their 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 The Dennstedt Co their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

THE DENNSTEDT CO.
By E. W. DENNSTEDT Pres
By K. L. DENNSTEDT Sec'y
4110 El Cajon

(SEAL)

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 10th day of September 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 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 362 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. L. PAIGE

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from The Dennstedt Co. to City of San Diego; being Document No. 358017.

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, KRIEGER OIL COMPANY OF CALIFORNIA is the Lessee of Lot Parcel No 1 and 1A of Pueblo Lot No 1803 in City of San Diego altered map of Mission Beach No 1809 filed in office of Recorder of said County, November 13, 1924.

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of August, 1946, by KRIEGER OIL COMPANY OF CALIFORNIA We will, for and in consideration of the permission granted to remove 80 feet of curbing on Mission Beach Boulevard between Ventura Place and Parcel No 1 & 1 A 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 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 Krieger Oil Company of California 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.

Krieger Oil Company of California

City of San Diego

By SAM GOLDMAN
General Sales Manager

City Hall

CORPORATION ACKNOWLEDGMENT

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

On this day 22nd 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 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.

MARY E. STRONG

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

My Commission Expires Oct. 15, 1946

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 358 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. L. PAIGE

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Krieger Oil Co. of California to City of San Diego; being Document No. 358018.

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, Charles A. Davis (Partnership) is the owner of Lot Pueblo Lot #317 (part of) Block _____ of _____.

NOW, THEREFORE, This AGREEMENT, signed and executed this 28 day of Aug., 1946, by Charles A. Davis. I will, for and in consideration of the permission granted to remove 90 feet

(2 45 foot driveways) feet of curbing on Midway Dr. between Rosecrans and Barnett 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.

COTTON PATCH DRIVE INN
Partnership
By CHARLES A. DAVIS

CHARLES A. DAVIS
3085 Evergreen St.

INDIVIDUAL ACKNOWLEDGMENT

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

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

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

AUGUST M. WADSTROM

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

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 359 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. Zervas

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Charles A. Davis to City of San Diego; being Document No. 368019.

FRED W. SICK

City Clerk of The City of San Diego, California.

By

TT Aden

Deputy

A G R E E M E N T

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

WHEREAS, C. L. Bane is the owner of Lot 23, Block 12, of El Cerrito Hgts. #2.

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of Sept. 1946, by C. L. Bane. I will, for and in consideration of the permission granted to remove 15 feet of curbing on Meade Ave. between 58th St and Vale Way and adjacent to the above described property, bind me to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

C. L. BANE

4370 - 38 - St.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 5th day of October, 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 C. L. Bane known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

WALTER E. PHILLIPS

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

My Commission Expires July 22, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 360 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

M. L. PAIGE

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

I 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. L. Bane to City of San Diego; being Document No. 358020.

FRED W. SICK
City Clerk of The City of San Diego, California.
By F. W. Sicken Deputy

A G R E E M E N T

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

WHEREAS, H. G. FENTON MATERIAL COMPANY is the owner of Lot Numbers 13 to 24 inclusive, Block 97, of Land and Town Co. Addition (Map #379)

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of October, 1946, by H. G. FENTON MATERIAL COMPANY. We will, for and in consideration of the permission granted to remove 135 (3 - 45' Drives) feet of curbing on Main between Dewey St. and Sampson 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 _____ 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 _____ 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.

H. G. FENTON MATERIAL COMPANY (SEAL)
By D. B. CLARKE
Vice-President

Attest
F. A. RIEHLE
Secretary

C O R P O R A T I O N A C K N O W L E D G M E N T

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

On this day 24th, A.D. Nineteen Hundred and Forty Six, before me D. O. Lockman, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. B. Clarke and F. A. Riehle, known to me to be the Vice 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.

D. O. LOCKMAN, Jr.
Notary Public in and for the County of San Diego, State
of California.
My Commission Expires July 20, 1947

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 361 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from H. G. Fenton Material Co. to City of San Diego; being Document No. 358021.

FRED W. SICK
City Clerk of The City of San Diego, California.
By F. W. Sicken Deputy

A G R E E M E N T

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

WHEREAS, H. G. FENTON MATERIAL COMPANY is the owner of Lot Numbers 13 to 24 inclusive, Block 97, of Land and Town Co. Addition (Map #379).
NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of October, 1946, by H. G. FENTON MATERIAL COMPANY. We will, for and in consideration of the permission granted to remove 90 (2 - 45' Drives) feet of curbing on Sampson between Main St. and Newton 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 _____ 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 _____ 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.

H. G. FENTON MATERIAL COMPANY (SEAL)
By D. B. CLARKE
Vice-President
Attest F. A. RIEHLE
Secretary

CORPORATION ACKNOWLEDGMENT

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

On this day 24th, A.D. Nineteen Hundred and Forty Six, before me D. O. Lockman, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. B. Clarke and F. A. Riehle, known to me to be the Vice 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)

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

My Commission Expires July 20, 1947

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 358 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from H. G. Fenton Material Co. to City of San Diego; being Document No. 358022.

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, The Star and Crescent Oil Co. is the owner of Lots K & L, Block (92, of Hortons Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this sixteenth day of September 1946, by Star and Crescent Oil Co.. We will, for and in consideration of the permission granted to remove 15 feet of curbing on 2nd. between Market and Island 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 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.

STAR & CRESCENT OIL CO.

By O. J. HALL

O. J. Hall, President

Attest C. F. HAHN

C. F. Hahn, Asst. Secretary

CORPORATION ACKNOWLEDGMENT

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

On this day Sept. 18, A.D. Nineteen Hundred and 46, before me E. Nicolson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. J. Hall and C. F. Hahn, known to me to be the president and Asst. 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)

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

My Commission Expires Dec. 13, 1947

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 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.

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Star & Crescent Oil Co. to City of San Diego; being Document No. 358023.

FRED W. SICK

City Clerk of The City of San Diego, California.

By J. T. Patten Deputy

AGREEMENT

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

WHEREAS, Daly Highleyman is the owner of Lots 17 and 18, Block 8, of La Jolla Beach;
NOW, THEREFORE, This AGREEMENT, signed and executed this 28 day of Aug., by Daly Highleyman that he will, for and in consideration of the permission granted to remove 16' feet of curbing on Sea Lane between La Jolla Blvd. and Olivetas Sts., 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 himself heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

DALY HIGHLEYMAN
450 S. Coast Blvd. La Jolla

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

On this 29th 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 Daly Highleyman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

RUTH GARTY

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

My Commission Expires April 30, 1948

(SEAL)

I HEREBY approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney.

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 356 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Daly Highleyman to City of San Diego; being Document No. 358024.

FRED W. SICK

City Clerk of The City of San Diego, California.

By W. 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, San Diego Products Co. is the owner of Lot 48, Block 107, of Central Park Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of August 1946, by San Diego Products Co. We will, for and in consideration of the permission granted to remove 25 feet of curbing on 31st Street between Imperial Avenue and Commercial 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.

SAN DIEGO PRODUCTS CO.
Co-Partnership.

By STANLEY POTTER
Managing Partner

2501 Commercial St.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 22nd 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 Stanley Potter known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

WALTER L. McDONALD

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

My Commission Expires Feb. 3, 1948

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 355 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from San Diego Products Co. to City of San Diego; being Document No. 368025.

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, Reg. Stalmer is the owner of Lot 14-15-16, Block 4, of Hillcrest Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 27th day of Aug. 1946, by Reg. Stalmer that he will, for and in consideration of the permission granted to remove 35 feet of curbing on 4015 - 3rd Ave between Washington St. and Lewis St adjacent to the above described property, bind him to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

REG. STALMER
4015 3rd Ave S.D.

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

On this 30th day of August, A.D. Nineteen Hundred and Forty-six before me Virginia O. Hoff, 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 _____, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

VIRGINIA O. HOFF
Notary Public in and for the County of San Diego, State
of California.
My Commission Expires July 14, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 353 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Reg Stalmer to City of San Diego; being Document No. 368025.

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, THE ROMAN CATHOLIC BISHOP OF SAN DIEGO, a corporation sole, is the owner of Lots A, B and C, Block 200, of Horton's Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this _____ day of September, 1946, by _____ I will, for and in consideration of the permission granted to remove 124 feet of curbing on Beech Street and Third Avenue 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.

THE ROMAN CATHOLIC BISHOP OF SAN DIEGO
a corporation sole
By CHARLES F. BUDDY
Incumbent

CHARLES F. BUDDY

INDIVIDUAL ACKNOWLEDGMENT

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

On this 1st day of October, A.D. Nineteen Hundred and 46 before me Ernest Novotny, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles F. Buddy known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in 1521 National Ave San Diego, Calif., County of San Diego, State of California, the day and year in this certificate first above written.

ERNEST NOVOTNY

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

My Commission Expires September 2, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 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.

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from The Roman Catholic Bishop of San Diego to City of San Diego; being Document No. 358027.

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, John H. McMahon is the owner of Lot 25, Block 19, of University Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this 29 day of Aug. 1946, by John H. McMahon that I will, for and in consideration of the permission granted to remove 40 feet of curbing on Texas between Madison and Mission Valley adjacent to the above described property, bind myself to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

JOHN H. McMAHON

2335 Madison Ave

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

On this 3rd day of September, A.D. Nineteen Hundred and forty six before me Janice F. Muir, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John H. McMahon known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

JANICE F. MUIR

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

My Commission Expires July 10, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 355 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from John H. McMahon to City of San Diego; being Document No. 358028.

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, Johnny L. Low is the owner of Lot 48, Block 8, of Reed & Hubbells Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 24 day of September, 1946, by Johnny L. Low. I will, for and in consideration of the permission granted to remove 15 feet of curbing on South 30th between National Ave and Logan 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 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.

JOHNNY L. LOW
2996 National Ave

INDIVIDUAL ACKNOWLEDGMENT

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

On this 26th day of September, 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 Johnny L. Low known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 15, 1947

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 352 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Johnny L. Low to City of San Diego; being Document No. 358029.

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, L. Christopher is the owner of Lot 16 - 17 - , Block 4, of Crittendens Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of Sept 1946, by L. Christopher. I will, for and in consideration of the permission granted to remove 42 feet of curbing on 6th Ave between Pennsylvania and Robinson Streets 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.

L. CHRISTOPHER

INDIVIDUAL ACKNOWLEDGMENT

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

On this 16th day of Sept, A.D. Nineteen Hundred and Forty Six before me Edna Putnam, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Christopher 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)

EDNA PUTNAM
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Feb. 6, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 351 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from L. Christopher to City of San Diego; being Document No. 358030.

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, Robt. E. Magee is the owner of Lot 22 & 23, Block 38, of La Jolla Park.

NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of Sept 1946, by I (We) _____ will, for and in consideration of the permission granted to remove 45 feet of curbing on Silverado between Girard and Drury Lane adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs _____ so to do, and comply therewith at _____ own expense and with no cost or obligation on the part of The City of San Diego. And further agree that this agreement shall be binding on myself _____ 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.

ROBERT E. MAGEE
716 La Canada La Jolla

I N D I V I D U A L A C K N O W L E D G M E N T

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

On this 18th day of Sept, 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 Robt. E. Magee 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 La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

LUCILLE R. LENNARD
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires August 26, 1947

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 351 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Robt. E. Magee to City of San Diego; being Document No. 358031.

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, W. P. Kesling and A. J. Free is, are the owner of Lot 71, Block _____, of La Jolla Gables;

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of Oct. 1946, by A.J. Free and W.P. Kesling that they will, for and in consideration of the permission granted to remove 15' feet of curbing on Vincente Way between Electric & Dowling Dr., 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 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

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

On this 8th day of October, 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 & 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
Notary Public in and for the County of San Diego, State
of California.

My Commission Expires April 30, 1948

I HEREBY approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 350 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from W. P. Kesling and A. J. Free to City of San Diego; being Document No. 358032.

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, Alfred H. Leonard is the owner of Lot 16 and 17, Block 189, of University Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of September 1946, by Alfred H. Leonard, I will, for and in consideration of the permission granted to remove 20 feet of curbing on University Avenue between Normal and Richmond 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.

ALFRED H. LEONARD
1430 - University

INDIVIDUAL ACKNOWLEDGMENT

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

On this 19th day of September, 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 Alfred H. Leonard known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

FERNANDO G. SOTO
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Sept. 20, 1947

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2311 at Page 244 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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 Alfred H. Leonard to City of San Diego; being Document No. 358033.

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, Carlson-Simpson a partnership is the owner of Lot North 31 ft. of 8 and 9., Block 21, of Middletown.

NOW, THEREFORE, This AGREEMENT, signed and executed this Ninth day of September, 1946, by Carlson-Simpson. We will, for and in consideration of the permission granted to remove 58 feet of curbing on Union between Ash and Beach 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 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 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.

Carlson - Simpson
Partnership
By FRED KUEBIS Jr.
Partner

FRED KUEBIS Jr. Partner.
2744 Gregory St

INDIVIDUAL ACKNOWLEDGMENT

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

On this 10 day of Sept, 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 Fred Kuerbis known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

WILLIAM FERDINAND STEIGERWALD
Notary Public in and for the County of San Diego, State
of California.
My Commission Expires January 26, 1947

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2311 at Page 243 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 Carlson - Simpson to City of San Diego; being Document No. 358034.

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

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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. O. Clark is the owner of Lot 2, Block 22, of Middletown Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this ninth day of September 1946, by W. O. Clark that _____ will, for and in consideration of the permission granted to remove 15 feet of curbing on Union between Ash and Beach adjacent to the above described property, bind _____ to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

W. O. CLARK
1455 - Union St.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss

On this 10 day of Sept, 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 W. O. Clark known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

WILLIAM FERDINAND STEIGERWALD
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires January 26, 1947

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2311 at Page 242 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 W. O. Clark to City of San Diego; being Document No. 368035.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis T. Teller Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Dixie Lumber & Supply Co. is the owner of Lots 7 - 8 - 9, Block 60, of Shermans Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of August - 1946, by Dixie Lumber & Supply Company. I (We) _____ will, for and in consideration of the permission granted to remove 35 feet of curbing on 20th between Imperial and Commercial adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

DIXIE LUMBER & SUPPLY CO. (SEAL)
By ARTHUR A. JENSEN
President

Attest
N. S. COWLING
Secretary

C O R P O R A T I O N A C K N O W L E D G M E N T

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

On this day 28th of August, A.D. Nineteen Hundred and 46, before me Howard L. Herr, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur A. Jensen Pres. and _____ Secy. 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) HOWARD L. HERR
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires October 5, 1946

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2311 at Page 241 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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 Dixie Lumber & Supply Co. to City of San Diego; being Document No. 368035.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis T. Teller Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 E. Fishman is the owner of Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 13, of Andrew Jackson Tract, Lemon Villa Map 734

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of October, 1946, by Sam E. Fishman that he will, for and in consideration of the permission granted to remove no feet of curbing on Trojan Street between 52nd Street and 54th Street adjacent to the above described property, bind himself to, and does 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 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 E. FISHMAN
4311 Ohio Street
San Diego, California

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO

On this 8th day of October, A.D. Nineteen Hundred and forty-six before me Virginia Holz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sam E. Fishman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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.

VIRGINIA HOLZ
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires March 11, 1949

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2311 at Page 240 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 Sam E. Fishman to City of San Diego; being Document No. 368037.

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 drive-way on any city street prior to signing an 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. Amy Carnes is the owner of west portion of Lots 1 - 2 - 3 Normal Heights, Block 12, of Normal Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of October 1946, by Amy Carnes. I will, for and in consideration of the permission granted to remove 15 feet of curbing on 4993 West Mt. View Drive between Copley Ave and 33 St adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself _____ 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. AMY CARNES
4993 W. Mt. View Drive,
San Diego, Calif.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO

On this 24th day of October, A.D. Nineteen Hundred and Forty-Six before me _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Amy Carnes known to me to be the person described in and whose name _____ subscribed to the within instrument, and acknowledged to me that she executed the same.

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

ETHEYL CRANDALL
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Apr. 22, 1949

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2311 at Page 239 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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 Mrs. Amy Carnes to City of San Diego; being Document No. 358038.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis T. Allen Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Harold B. Boyle is the owner of Lot 11, 12, 13 & 14, Block 129, of Mannese & Schiller.
NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of October, 1946, by Harold B. Boyle. I (We) _____ will, for and in consideration of the permission granted to remove fifty feet of curbing on Newton Ave between Dewey St. and Crosby St. adjacent to 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.

HAROLD B. BOYLE
605 East 9th Ave.,
Escondido, Calif.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 31st day of October, A.D. Nineteen Hundred and 46 before me A. C. Anderson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harold B. Boyle known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

A. C. ANDERSON
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires April 7, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2311 at Page 238 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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 Harold B. Boyle to City of San Diego; being Document No. 358039.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis T. Allen Deputy

A G R E E M E N T

WHEREAS, Otto Olson ARE, (IS) The Owner (s) of Lot 4 Block 41 Normal Heights and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,
THIS AGREEMENT, signed and executed this 30th day of September, 1946, by OTTO OLSON that I will, for and in consideration of the permission granted me to remove 20 feet of curbing on Adams Ave adjacent to the above described property, bind me to, and I hereby by these presents agree (s) to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.
I further agree that this agreement shall be binding on 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.

OTTO OLSON
3501 - Adams Ave

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

On this 30th day of September 1946, A.D. Nineteen Hundred and forty-six, before me, JOHN V. RUSH, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared OTTO OLSON known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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)

JOHN V. RUSH
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires October 3, 1946.

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2311 at Page 237 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 Otto Olson to City of San Diego; being Document No. 358040.

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. C. A. Withers is the owner of Lot 40 8 1/2' 41, Block 7, of City Hts

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of November 1946, by C. A. Withers that I will, for and in consideration of the permission granted to remove 15 feet of curbing on 45th between Myrtle and Dwight 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.

MRS. C. A. WITHERS
3570 45th St

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

On this 4th day of November, 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 Mrs. C. A. Withers known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

JOHN M. PAYNE
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires July 2, 1949

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2311 at Page 235 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 Mrs. C. A. Withers to City of San Diego; being Document No. 358041.

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

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
 WHEREAS, Thomas S. Collins is the owner of Lot 43 to 48 Inc. and Westerly 20 ft. of 30 St, Block 321, of Read & Daley's

NOW, THEREFORE, This AGREEMENT, signed and executed this 23 day of Sept - 1946, by Thomas S. Collins that I will, for and in consideration of the permission granted to remove 2-30' feet of curbing on 2990 Webster between 29th E and 30th 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.

THOMAS S. COLLINS
 1427 - 28th

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

On this 23 day of Sept, A.D. Nineteen Hundred and Forty-Six before me Bessie Smith, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Thomas S. Collins known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

BESSIE SMITH
 Notary Public in and for the County of San Diego, State
 of California.
 My Commission Expires Mar. 18, 1948

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2311 at Page 237 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

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 Thomas S. Collins to City of San Diego; being Document No. 368042.

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, Julius A. Sabol and Luther W. Hardesty (D.B.A. Sabol's Service) (Company (Partnership)) are the owners of Lots 36, 37, 38 and 39, Block 44, of Park Villas.

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of September, 1946, by Julius A. Sabol and Luther W. Hardesty. We will, for and in consideration of the permission granted to remove 10 feet of curbing, 35' previously removed, on University between 32nd and Bancroft 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.

SABOLS SERVICE

JULIUS A. SABOL
 LUTHER W. HARDESTY
 3231 University Ave.

PARTNERSHIP ACKNOWLEDGMENT

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

On this 7th day of Sept., 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 Julius A. Sabol and Luther W. Hardesty 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)

WILLA DAY
 Notary Public in and for the County of San Diego, State
 of California.
 My Commission Expires Aug. 12, 1950

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2311 at Page 235 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 Julius A. Sabol and Luther W. Hardesty to City of San Diego; being Document No. 358043.

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, E. L. La Salle is the owner of Lots 13-24 Block 80 San Diego Land & Town Addn. 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 22nd day of October, 1946, by E. L. La Salle that he will, for and in consideration of the permission granted him to remove 35 feet of curbing on Sampson Street adjacent to the above described property, bind him to, and does hereby by these presents agree(s) 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.

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

E. L. LA SALLE
2594 Commercial Street, San Diego

STATE OF CALIFORNIA, } SS.
COUNTY OF SAN DIEGO }

On this 22nd day of October, A.D. Nineteen Hundred and FORTY-SIX, before me, Dorothea Peper, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. L. La Salle known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

DOROTHEA PEPER
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires July 15, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 17th day of December, 1946.

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

RECORDED DEC 18 1946 10 Min. Past 11 A.M. in Book 2305 at Page 362 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from E. L. La Salle to City of San Diego; being Document No. 358044.

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, Elizabeth S. Paden is the owner of Lots 21 and 22, Block 1, of Turner's Sea Shell Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of December, 1946, by Elizabeth S. Paden. I (We) _____ will, for and in consideration of the permission granted to remove 15 feet of curbing on Riviera Drive between Moorland and La Playa 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.

ELIZABETH S. PADEN
3705 Riviera Drive

INDIVIDUAL ACKNOWLEDGMENT

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

On this 13 day of December, A.D. Nineteen Hundred and forty Six before me Katharine Vedder Busch, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elizabeth S. Paden 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)

KATHARINE VEDDER BUSCH
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Feb. 24, 1950

I hereby approve the form of the foregoing agreement this 18th day of December, 1946.

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

RECORDED DEC 27 1946 55 Min. Past 9 A.M. in Book 2310 at Page 440 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 Elizabeth S. Paden to City of San Diego; being Document No. 358096.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis L. 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, Everett L. Schumaker and June B. Schumaker are the owner of Lot 7 North Half, Block 3, of Orangewood

NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of November, 1946, by Everett L. Schumaker that I - We will, for and in consideration of the permission granted to remove 12 feet of curbing on 44th between El Cajon and Meade adjacent to the above described property, bind us to, and I - 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 my 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 ourself my our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

Mrs. June B. Schumaker
Everett L. Schumaker
4381 44th St.

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

On this 19 day of November, A.D. Nineteen Hundred and Forty-Six before me Maxine Boyer Pique, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared June B. Schumaker known to me to be the person described in and whose name June B. Schumaker 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)

MAXINE BOYER PIQUE
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Oct. 9, 1950

I hereby approve the form of the foregoing agreement this 18th day of December, 1946.

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

RECORDED DEC 27 1946 55 Min. Past 9 A.M. in Book 2310 at Page 441 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 E. L. Schumaker and June B. Schumaker to City of San Diego; being Document No. 368097.

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

A G R E E M E N T

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

WHEREAS, Helmer Eden is the owner of The East 38.31 feet of Lot 1, Block 52, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of December, 1946, by Helmer Eden that I will, for and in consideration of the permission granted to remove 14 feet of curbing on West Hawthorne between Kettner Blvd. and Pacific Highway, adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

HELMER EDEN
2056 Kettner Blvd., San Diego 1

STATE OF CALIFORNIA, } SS.
COUNTY OF SAN DIEGO, }

On this 17th day of December, 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 Helmer Eden known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires July 19, 1947

(SEAL)

I HEREBY approve the form of the foregoing agreement this 19th day of December, 1946.

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

RECORDED DEC 27 1946 55 Min. Past 9 A. M. in Book 2310 at Page 442 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 Helmer Eden to City of San Diego; being Document No. 368110.

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 C. Fuller is the owner of Lot 8 and north half of lot 9, Block 8, of Bird Rock City by the Sea.

NOW, THEREFORE, This AGREEMENT, signed and executed this 11th day of December 1946, by William C. Fuller. I (We) _____ will, for and in consideration of the permission granted to remove 16 feet of curbing on Waverly between Forward and Bird Rock 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.

WILLIAM C. FULLER
William C. Fuller
5645 Waverly La Jolla, California

INDIVIDUAL ACKNOWLEDGMENT

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

On this 11th day of Dec., 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 William C. Fuller known to me to be the person described in and whose name is sus-
cribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

EDNA K. BURR
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires April 14, 1950.

I hereby approve the form of the foregoing agreement this 19th day of December, 1946.

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

RECORDED DEC 27 1946 55 Min. Past 9 A.M. in Book 2310 at Page 443 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 William C. Fuller to City of San Diego; being Document No. 358111.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis J. Tatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City
of San Diego, California, prohibit the removal of any curbing or the installation of any
driveway on any city street prior to signing an agreement with the City to replace any curb-
ing so removed, at such time as requested so to do by the City Council, and
WHEREAS, James Barnett Jr. and Hazel M. Barnett are the owners of Lots 44 and 45, Block 8, of
Wilshire Place.

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of December, 1946, by
James Barnett Jr. and Hazel M. Barnett. We will, for and in consideration of the permission
granted to remove 24 feet of curbing on Monroe between Marlborough and 42nd 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 sub-
ject to the condition and agreement herein named.

JAMES BARNETT JR.
HAZEL M. BARNETT
335 Langley St. San Diego.

I N D I V I D U A L A C K N O W L E D G M E N T

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

On this 17th day of December, A.D. Nineteen Hundred and 46 before me Luther B. Mollison,
a Notary Public in and for said County, residing therein, duly commissioned and sworn, person-
ally appeared James Barnett Jr. and Hazel M. Barnett known to me to be the persons described
in and whose names are subscribed to the within instrument, and acknowledged to me that they
executed the same.

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

(SEAL)

LUTHER B. MOLLISON
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires May 30, 1950

I hereby approve the form of the foregoing agreement this 19th day of December, 1946.

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

RECORDED DEC 27 1946 55 Min. Past 9 A.M. in Book 2310 at Page 444 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 James Barnett Jr. et ux to City of San Diego; being Document No.
358112.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis J. Tatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
 WHEREAS, V. J. Schulman is the owner of Lot 1, 2, 3, 4, Block 22, of Re sub of K & L Teralta.

NOW, THEREFORE, This AGREEMENT, signed and executed this 17 day of December, 1945, by V. J. Schulman. I will, for and in consideration of the permission granted to remove 24' feet of curbing on Van Dyke between El Cajon and Orange adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

V. J. SCHULMAN
 3415 Cooper St.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 14 day of Dec., A.D. Nineteen Hundred and 45 before me W. B. Melhorn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared V. J. Schulman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

W. B. MELHORN

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

My Commission Expires July 25, 1947

(SEAL)

I hereby approve the form of the foregoing agreement this 20th day of December, 1945.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 27 1945 55 Min. Past 9 A.M. in Book 2310 at Page 445 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 V. J. Schulman to City of San Diego; being Document No. 368254.

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, Loring Trott and Wilma J. M. Trott are the owners of Lot S W 90 feet lots 7 and 8, Block _____, of In Winthrop Highlands.

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of December, 1945, by Loring Trott and Wilma J. M. Trott. We will, for and in consideration of the permission granted to remove _____ feet of curbing on Arista between Presidio Drive and Hickory 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 us 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.

LORING TROTT

WILMA J. M. TROTT

4309 Arista St. San Diego-3-Calif.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 12th day of December, A.D. Nineteen Hundred and forty-six before me Lily P. Kay, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Loring Trott and Wilma J. M. Trott 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.

LILY P. KAY

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

My Commission Expires Apr. 5, 1947

(SEAL)

I hereby approve the form of the foregoing agreement this 20th day of December, 1946.

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

RECORDED DEC 27 1946 55 Min. Past 9 A.M. in Book 2310 at Page 450 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 Loring Trott et ux to City of San Diego; being Document No. 368255.

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, Victory Construction is the owner of Lot 6 & 7, Block 21, of Loma Alta #1.

NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of December 1946, by Victory Construction Co - per Joseph S. Fancher. We will, for and in consideration of the permission granted to remove 25 feet of curbing on Voltaire Str. between Guizot Str & Froude Str. adjacent to the above described property, bind it to, and it hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

VICTORY CONSTRUCTION
By JOSEPH S. FANCHER
Co Partner

PAT GRAHAM
N. H. HIGHSMITH
4870 Auburn Dr.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 18th day of Dec., 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 Joseph S. Fancher known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 23rd day of December, 1946.

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

RECORDED DEC 27 1946 55 Min. Past 9 A.M. in Book 2310 at Page 450 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 Victory Construction to City of San Diego; being Document No. 368256.

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, Edwin C. Jeffries is the owner of Lot 13, Block 80, of Pt. Loma Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of December, 1946, by Edwin C. Jeffries. I will, for and in consideration of the permission granted to remove 16 feet of curbing on 4407 Orchard St. between Santa Barbara and Ebers 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 you 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.

EDWIN C. JEFFRIES
495 San Fernando St.
San Diego, Calif.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 19th day of December, A.D. Nineteen Hundred and Forty Six before me Wilma Wright, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edwin C. Jeffries known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

WILMA WRIGHT

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

My Commission Expires April 25, 1948

(SEAL)

I hereby approve the form of the foregoing agreement this 23rd day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 27 1946 55 Min. Past 9 A.M. in Book 2310 at Page 452 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

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

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

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 Edwin C. Jeffries to City of San Diego; being Document No. 368257.

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, Victory Construction Co. is the owner of Lot 9, Block 163, of Roseville.

NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of December, 1943, by Victory Construction Co. per Joseph A. Fancher. We will, for and in consideration of the permission granted to remove 15' feet of curbing on Tennyson Street between Plum Street and extension of Clove Street adjacent to the above described property, bind it 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 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.

VICTORY CONSTRUCTION CO.
By JOSEPH S. FANCHER
Co Partner

PAT GRAHAM
N. H. HIGHSMITH
4870 Auburn Dr

INDIVIDUAL ACKNOWLEDGMENT

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

On this 18th day of Dec., 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 Joseph S. Fancher known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

AUGUST M. WADSTROM

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

(SEAL)

I hereby approve the form of the foregoing agreement this 23rd day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 27 1946 55 Min. Past 9 A.M. in Book 2310 at Page 453 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

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

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

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 Victory Construction Co. to City of San Diego; being Document No. 368258.

FRED W. SICK

City Clerk of The City of San Diego, California.

By James T. Tatten Deputy

A G R E E M E N T

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

WHEREAS, Chas. H. Coulter, William M. Coulter and Robert S. Coulter are the owners of Lot 7-8-9, Block 12, of In Middletown.

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of December, 1946, by Chas. H. Coulter, William M. Coulter and Robert S. Coulter, We will, for and in consideration of the permission granted to remove 16 feet of curbing on A St. between Front St. and Ash St. adjacent to the above described property, bind us to, and we hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

CHARLES H. COULTER

WILLIAM M. COULTER

ROBERT S. COULTER

By ROBERT S. COULTER their Atty.
in fact.

1231 17th St.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 17th day of December, A.D. Nineteen Hundred and Forty Six before me M. Gregory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ROBERT S. COULTER Attorney in Fact for Charles H. Coulter, William M. Coulter and Robert S. Coulter known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

M. GREGORY

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

My Commission Expires Dec. 11, 1948

(SEAL)

I hereby approve the form of the foregoing agreement this 23rd day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 27 1946 55 Min. Past 9 A.M. in Book 2310 at Page 454 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 Chas. H. Coulter et al to City of San Diego; being Document No. 368259.

FRED W. SICK

City Clerk of The City of San Diego, California.

By James T. Tatten Deputy

A G R E E M E N T

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

WHEREAS, Ralph R. Redford is the owner of Lot 16 - 17 - 1/2 18, Block 3, of S. Guerwell Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this 19 day of Dec. 1946, by Ralph R. Redford. I will, for and in consideration of the permission granted to remove 15' feet of curbing on Quince between 30th and End of street adjacent to the above described property, bind myself to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself 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 R. REDFORD

3033 - Quince St.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 19 day of Dec, A.D. Nineteen Hundred and Forty Six before me H. E. Decker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ralph R. Redford known to me to be the person described in and whose name he subscribed to the within instrument, and acknowledged to me that Ralph R. Redford executed the same.

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

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

(SEAL)

I hereby approve the form of the foregoing agreement this 23rd day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 27 1946 55 Min. Past 9 A.M. in Book 2310 at Page 455 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 Ralph R. Redford to City of San Diego; being Document No. 358260.

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. B. Watson is the owner of Lot West Portion of Lots 1 & 2 in Block J, of Teralta Heights

NOW, THEREFORE, This AGREEMENT, signed and executed this 18 day of December, 1946, by W. B. Watson that I will, for and in consideration of the permission granted to remove 16 feet of curbing on 3907 Madison Ave between 39th and 40th 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 I so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

W. B. WATSON

5420 Gilbert Drive

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

On this 18 day of Dec., 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 W. B. Watson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

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

W. B. MELHORN

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

My Commission Expires July 26, 1947

(SEAL)

I hereby approve the form of the foregoing agreement this 20th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 27 1946 55 Min. Past 9 A.M. in Book 2310 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 W. B. Watson to City of San Diego; being Document No. 358261.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Francis T. Tatten Deputy

A G R E E M E N T

Regarding division of property at Division and 61st Streets

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

May A. Hill and Charles C. Hill and Donald K. Slater and Viola R. Slater, after being first duly sworn, each for himself deposes and says:

That we are the owner and purchaser of the hereinafter described real property: Lot 2 (except the West three hundred (300) feet Block - - - Subdivision Cave & McHatton's, located at Division and 61st Streets

THAT we desire to divide the above described property and have applied for a Zone Variance by application No. 4350, dated December 5, 1946;

THAT we, in consideration of approval granted by the City of San Diego to divide said property, subject to certain conditions, by Zoning Committee Resolution No. 1948, dated December 19, 1946;

do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will give easements as requested in Zoning Committee Resolution No. 1948, dated December 19, 1946, and we will sign the necessary instruments when the City requests such easements.

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.

VIOLA R. SLATER
DONALD K. SLATER

MAY A. HILL
CHARLES C. HILL

1224 E. 18th St. National City

23 East 9th St. National City, Calif.

On this 23rd day of December A.D. Nineteen Hundred and Forty-six, before me, J. J. Barrett A Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared May A. Hill and Charles C. Hill and Donald K. Slater and Viola R. Slater 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.

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

(SEAL)

RECORDED DEC 28 1946 56 Min. Past 9 A.M. in Book 2305 at Page 485 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

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

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

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from May A. Hill et al relative to dividing property at Division and 61st. Streets; being Document No. 368372.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis J. Teller Deputy

A G R E E M E N T

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

WHEREAS, Robert D. Maxwell Co. is the owner of Lot One (Lot 1) and North 10 feet of Lot Two (Lot 2), Block 14, of Middletown Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of December, 1946, by Robert D. Maxwell Co. I (We) _____ will, for and in consideration of the permission granted to remove 20 feet of curbing on Ash Street between Columbia and State adjacent to the above described property, bind themselves to, and they hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

ROBERT D. MAXWELL CO.
By T. D. TRUMBO President
Attest V. C. GAMBLE Secretary

1050-1070 State Street, San Diego, Calif.

(SEAL)

CORPORATION ACKNOWLEDGMENT

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

On this day nineteenth, A.D. Nineteen Hundred and forty-six, before me T. J. Neil, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared T. D. Trumbo and V. C. Gamble, 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)

T. J. NEIL
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Jan. 21, 1948

I hereby approve the form of the foregoing agreement this 26th day of December, 1946.

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

RECORDED DEC 28 1946 56 Min. Past 9 A.M. in Book 2305 at Page 483 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

I HEREBY CERTIFY THAT the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Robert D. Maxwell Co. to City of San Diego; being Document No. 358374.

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, Mark C. Hanna is the owner of Lots 7, 8, 9, Block 19, of Middletown.

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of December, 1946, by Mark C. Hanna. I will, for and in consideration of the permission granted to remove 25 feet of curbing on Columbia St. between Ash and Beech adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

LELAND BARRETT, Jr.
(Witness)

MARK C. HANNA
1051 India

INDIVIDUAL ACKNOWLEDGMENT

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

On this 20th day of Dec., 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 Leland Barrett Jr. known to me to be the witness of the signature of Mark C. Hanna subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 8/13/49

I hereby approve the form of the foregoing agreement this 30th day of December, 1946.

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

RECORDED JAN. 3 1947 20 Min. Past 1 P.M. in Book 2325 at Page 30 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
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 Mark C. Hanna to City of San Diego; being Document No. 358425.

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, Joseph D'Agosta is the owner of Lot 28 & 29, Blk 140, of Mannasse & Schiller's Add

Pueblo, Lot 1157

NOW, THEREFORE, This AGREEMENT, signed and executed this 19 day of December, 1946, by Joseph D'Agosta. I will, for and in consideration of the permission granted to remove 16 feet of curbing on Logan Ave between Crosby and Beardaley 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.

JOSEPH D'AGOSTA
1879 Logan Ave.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 19 day of Nov., 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 Joseph D'Agosta 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 _____, 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 30th day of December, 1946.

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

RECORDED JAN 3 1947 20 Min. Past 1 P.M. in Book 2325 at Page 31 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 Joseph D'Agosta to City of San Diego; being Document No. 358426.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis T. Allen Deputy

A G R E E M E N T

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

WHEREAS, Lloyd Thompson is the owner of Lot Portion of C, Block _____, of La Mesa Colony.

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of Dec. 1946, by Lloyd Thompson. I will, for and in consideration of the permission granted to remove 44 feet of curbing on El Cajon Ave., between 56th St., and 57th St. adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

LLOYD THOMPSON

INDIVIDUAL ACKNOWLEDGMENT

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

On this 16 day of December, A.D. Nineteen Hundred and forty-six before me Elsie Thilliander, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lloyd Thompson 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) ELSIE THILLIANDER
Notary Public in and for the County of San Diego, State
of California.

My Commission Expires June 26, 1948

I hereby approve the form of the foregoing agreement this 30th day of December, 1946.

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

RECORDED JAN 3 1947 20 Min. Past 1 P.M. in Book 2325 at Page 31 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 Lloyd Thompson to City of San Diego; being Document No. 358427.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis L. 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 drive-way on any city street prior to signing an 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 Lacy McIntyre is the owner of Lots twenty-nine (29), thirty (30), and thirty-one (31), Block 101, of City Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this twenty-fourth day of December, 1946, by Fred Lacy McIntyre. I will, for and in consideration of the permission granted to remove Thirty feet of curbing on Fairmount between Dwight and Myrtle adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any drive-way constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree I that this agreement shall be binding on myself 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.

FRED LACY McINTYRE
3520 Fairmount, San Diego, Calif.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 24th day of Dec, A.D. Nineteen Hundred and forty six before me Paul S. Miller, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred Lacey McIntyre 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) PAUL S. MILLER Notary
Notary Public in and for the County of San Diego,
State of California.
My Commssion Expires Sept. 27, 1948

I hereby approve the form of the foregoing agreement this 30th day of _____

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

RECORDED JAN 3 1947 20 Min. Past 1 P.M. in Book 2325 at Page 32 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 Fred Lacy McIntyre to City of San Diego; being Document No. 368504.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis L. Tatten Deputy

AGREEMENT

Regarding division of one large lot into three parcels

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

Nina Lee, after being first duly sworn, for herself deposes and says:
That I am the owner of the hereinafter described real property: Lot 2 (Westerly 300 ft.) Block - - - Subdivision Cave & McHatton's Subdivision, located at Division Street west of 51st Street

THAT I desire to use the above described property as a building site, and have applied for a zone variance by application No. 4350, dated December 5, 1946;

THAT I, in consideration of approval granted by the City of San Diego to divide Lot 2, making the above described portion a building site by Zoning Committee Resolution No. 1948, dated December 19, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will give an easement to the City for one-half (1/2) the width of 59th Street, if and when 59th Street is extended south to Division Street.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain

a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

NINA A. LEE
4077 Myrtle Ave.,

On this 30 day of Dec. 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 Nina A. Lee known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in 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
My Commission Expires March 15, 1947

(SEAL)

RECORDED JAN 3 1947 20 Min. Past 1 P.M. in Book 2325 at Page 37 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 Agreement re division Lot into 3 lots Cave & McHatton's Subdivision by Nina A. Lee to City of San Diego; being Document No. 358476.

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

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Sarah J. Hines Owner, and The City of San Diego, dated August 2, 1946, recorded in the office of the Recorder of San Diego County, California, on August 30, 1946, in Book 2218, Page 181, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

STATE OF CALIFORNIA, } -ss.
COUNTY OF SAN DIEGO }

On this 30th day of Dec., 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 G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires May 18, 1947

(SEAL)

RECORDED JAN 3 1947 20 Min. Past 1 P.M. in Book 2325 at Page 38 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 Satisfaction of Contract from City of San Diego to Sarah J. Hines; being Document No. 358479.

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

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Willis E. Short Owner, and The City of San Diego, dated July 18, 1946 1946, recorded in the office of the Recorder of San Diego County, California, on July 19, 1946, in Book 2158, Page 184, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

STATE OF CALIFORNIA, } -ss.
COUNTY OF SAN DIEGO }

On this 30th day of Dec, 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 G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires May 18, 1947.

(SEAL)

RECORDED JAN 3 1947 20 Min. Past 1 P.M. in Book 2325 at Page 38 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 Satisfaction of Contract from City of San Diego to Willis E. Short; being Document No. 358480.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Francis T. Tatten Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Mrs. Jno McDougall Owner, and The City of San Diego, dated September 20, 1946, recorded in the office of the Recorder of San Diego County, California, on October 4, 1946, in Book 2246, Page 194, of Official Records, have been paid.

THE CITY OF SAN DIEGO

By G. E. ARNOLD

Assistant City Manager

STATE OF CALIFORNIA, } -ss.
COUNTY OF SAN DIEGO }

On this 30th day of Dec., 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 G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

My Commission Expires May 18, 1947

(SEAL)

RECORDED JAN 3 1947 20 Min. Past 1 P.M. in Book 2325 at Page 39 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 Satisfaction of Contract from City of San Diego to Mrs. Jno. McDougall; being Document No. 358481.

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, SEVERIN CONSTRUCTION CO is the owner of Lot 23, Block 11, of Bird Rock City.

NOW, THEREFORE, This AGREEMENT, signed and executed this 5 day of November, 1946, by Severin Construction Co. We will, for and in consideration of the permission granted to remove 15 feet of curbing on Waverly between Bird Rock Ave and Forward adjacent to the above described property, bind ourselves to, and _____ hereby by these presents agree to remove any driveway construction 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 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.

SEVERIN CONSTRUCTION CO

By NELS G. SEVERIN
President

Attest

U. C. SEVERIN
Treas

CORPORATION ACKNOWLEDGMENT

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

On this day 9th of November, A.D. Nineteen Hundred and Forty Six before me M. Gregory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nels G. Severin Pres and U. C. Severin, Treas, known to me to be the president and Treas 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.

M. GREGORY

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

My Commission Expires Dec. 11, 1948

(SEAL)

I hereby approve the form of the foregoing agreement this 16th day of December, 1946.

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

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 350 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

B. BARRETT

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Severin Construction Co. to City of San Diego; being Document No. 357931.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis L. 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, Severin Construction Co is the owner of Lot 2, Block 8, of Bird Rock City.

NOW, THEREFORE, This AGREEMENT, signed and executed this 6 day of November, 1946, by Severin Construction Co. We will, for and in consideration of the permission granted to remove 16 feet of curbing on Waverly between Bird Rock Ave. and Forward St. adjacent to the above described property, bind ourselves to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

SEVERIN CONSTRUCTION CO.

By NELS G. SEVERIN
President

Attest

U. C. SEVERIN
Treas

CORPORATION ACKNOWLEDGMENT

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

On this day 9th of November, A.D. Nineteen Hundred and Forty Six before me M. Gregory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nels G. Severin Pres. and U. C. Severin, Treas, known to me to be the president and Treas 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.

M. GREGORY

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

(SEAL)

My Commission Expires Dec. 11, 1948

I hereby approve the form of the foregoing agreement this 16th day of December, 1946.

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

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 350 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk.

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

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

B. BARRETT

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Severin Construction Co. to City of San Diego; being Document No. 357932.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis L. 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, Severin Const Co is the owner of Lot 28, Block 11, of Birdrock City.

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of Nov 1946, by Severin Const Co. We will, for and in consideration of the permission granted to remove 16 feet of

curbing on Waverly between Birdrock Ave & Forward St adjacent to the above described property, bind ourselves to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

SEVERIN CONST CO
By NELS G. SEVERIN
President

Attest
U. C. SEVERIN
Treas

CORPORATION ACKNOWLEDGMENT

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

On this day 9th of November, A.D. Nineteen Hundred and Forty Six before me M. Gregory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nels G. Severin Pres and U. C. Severin, Treas, known to me to be the president and Treas 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.

M. GREGORY

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

My Commission Expires Dec. 11, 1948

(SEAL)

I hereby approve the form of the foregoing agreement this 16th day of December, 1946.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 351 of Official Records, San Diego Co., Cal.

Recorded at Request of City Clerk

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

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

B. BARRETT

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Severin Construction Co. to City of San Diego; being Document No. 357933.

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, Severin Const Co is the owner of Lot 6 Blk 8, Block 8, of Birdrock City.

NOW, THEREFORE, This AGREEMENT, signed and executed this Nov 5 day of Nov 1946, by Severin Const Co. We will, for and in consideration of the permission granted to remove 15 feet of curbing on Waverly between Birdrock Ave & Forward adjacent to the above described property, bind ourselves to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

SEVERIN CONST CO
By NELS G. SEVERIN
President

Attest
U. C. SEVERIN
Treas

CORPORATION ACKNOWLEDGMENT

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

On this day 9th of November, A.D. Nineteen Hundred and Forty Six before me M. Gregory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nels G. Severin Pres. and U. C. Severin, Treas. known to me to be the president and Treas 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.

M. GREGORY

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

My Commission Expires Dec. 11, 1948

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

(SEAL)

I hereby approve the form of the foregoing agreement this 16th day of December, 1946.

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 352 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Severin Construction Co. to City of San Diego; being Document No. 367934.

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, Severin Construction Co is the owner of Lot 2, Block 8, of Birdrock City.

NOW, THEREFORE, This AGREEMENT, signed and executed this 5 day of November, 1946, by Severin Construction Co. We will, for and in consideration of the permission granted, to remove 15 feet of curbing on Waverly between Bird Rock Ave. and Forward St. adjacent to above described property, bind ourselves to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

SEVERIN CONSTRUCTION CO.

By NELS G. SEVERIN
President

Attest

U. C. SEVERIN
Treas

CORPORATION ACKNOWLEDGMENT

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

On this day 9th of November, A.D. Nineteen Hundred and Forty Six before me M. Gregory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nels G. Severin Pres. and U. C. Severin Treas. known to me to be the president and Treas 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.

M. GREGORY
Notary Public in and for the County of San Diego, State
of California.
My Commission Expires Dec. 11, 1948

(SEAL)

I hereby approve the form of the foregoing agreement this 15th day of December, 1946.

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

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 353 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Severin Construction Co. to City of San Diego; being Document No. 367935.

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, Severin Construction Co is the owner of Lot 3, Block 8, of Bird Rock City.

NOW, THEREFORE, This AGREEMENT, signed and executed this 5 day of November, 1946, by Severin Construction Co. We will, for and in consideration of the permission granted to remove 15 feet of curbing on Waverly between Bird Rock Ave and Forward Street adjacent to the above described property, bind ourselves to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

SEVERIN CONSTRUCTION CO
By NELS G. SEVERIN
President

Attest
U C SEVERIN
Treas

CORPORATION ACKNOWLEDGMENT

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

On this day 9th of November, A.D. Nineteen Hundred and Forty Six, before me M. Gregory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nels G Severin Pres and U. C. Severin, Treas, known to me to be the president and Treas 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)

M. GREGORY
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Dec. 11, 1948

I hereby approve the form of the foregoing agreement this 15th day of December, 1946.

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

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 354 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Severin Construction Co. to City of San Diego; being Document No. 367936.

FRED W. SICK
City Clerk of The City of San Diego, California.
By James T. Totten Deputy

A G R E E M E N T

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

WHEREAS, Severin Construction Co is the owner of Lot 5, Block 8, of Bird Rock City.

NOW, THEREFORE, This AGREEMENT, signed and executed this Nov. 5 day of November, 1946, by Severin Construction Co. We will, for and in consideration of the premission granted to remove 15 feet of curbing on Waverly between Bird Rock Ave and Forward Street adjacent to the above described property, bind ourselves to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

SEVERIN CONSTRUCTION CO
By NELS G SEVERIN
President

Attest
U C SEVERIN
Treas

CORPORATION ACKNOWLEDGMENT

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

On this day 9th of November, A.D. Nineteen Hundred and Forty Six, before me M. Gregory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nels G. Severin Pres and U. C. Severin, Treas., known to me to be the president and Treas 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)

M. GREGORY
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Dec. 11, 1948

I hereby approve the form of the foregoing agreement this 15th day of December, 1946.

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

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 355 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

I certify that I have correctly transcribed this document in above mentioned book.
E. BARRETT
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Severin Construction Co. to City of San Diego; being Document No. 367937.

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, Severin Construction Co is the owner of Lot 21, Block 11, of Bird Rock City.

NOW, THEREFORE, This AGREEMENT, signed and executed this 6 day of November, 1946, by Severin Construction Co. We will, for and in consideration of the permission granted to remove 16 feet of curbing on Waverly between Bird Rock Ave and Forward St. adjacent to the above described property, bind ourselves to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

SEVERIN CONSTRUCTION CO
By NELS G. SEVERIN
President
Attest
U C SEVERIN
Treas

CORPORATION ACKNOWLEDGMENT

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

On this day 9th of November, A.D. Nineteen Hundred and Forty Six, before me M. Gregory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nels G. Severin Pres and U. C. Severin, Treas, known to me to be the president and Treas 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)

M. GREGORY
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Dec. 11, 1948

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

RECORDED DEC 19 1946 10 Min. Past 3 P.M. in Book 2290 at Page 356 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

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

I certify that I have correctly transcribed this document in above mentioned book.
B. BARRETT
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Severin Construction Co. to City of San Diego; being Document No. 367938.

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, Victor L. Melton is the owner of Lot (20) Twenty, Block "E", of Southlook.

NOW, THEREFORE, This AGREEMENT, signed and executed this 31st day of October, 1946, by Victor L. Melton. I (We) _____ will, for and in consideration of the permission granted to remove 8' - 4" feet of curbing on 3626 T St. between Olivewood Terrace and Jewell Drive adjacent to the above described property, bind myself to, and I do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself my heirs and assigns,

and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

VICTOR L. MELTON
3526 T St

INDIVIDUAL ACKNOWLEDGMENT

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

On this 31st day of October, 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 Victor L. Melton, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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.
My Commission Expires March 15, 1947

(SEAL)

I hereby approve the form of the foregoing agreement this 3rd day of January, 1947.

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

RECORDED JAN 9 1947 55 Min. Past 1 P.M. in Book 2318 at Page 235 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. 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 Victor L. Melton to City of San Diego; being Document No. 358568.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis L. Peters Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 owner of Lot 62, Block , of La Jolla Gables.
NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of Nov. 1946, by W. P. Kesling & A. J. Free. I (We) will, for and in consideration of the permission granted to remove 16' feet of curbing on Retaheim between Palamar St. and Via Del Norte 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

INDIVIDUAL ACKNOWLEDGMENT

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

On this 20 day of November, 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 & 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

LUCILLE R. LENNARD
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires August 26, 1947

(SEAL)

I hereby approve the form of the foregoing agreement this 3rd day of January, 1947.

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

RECORDED JAN 9 1947 55 Min. Past 1 P.M. in Book 2320 at Page 161 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from A. J. Free et al to City of San Diego; being Document No. 358569.

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

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 71, Block , of La Jolla Gables.

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of Nov. 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 Vincente Way between Retaheim Way and Via Del Norte 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 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 agreement herein named.

W. P. KESLING
A. J. FREE
7522 Girard Ave

INDIVIDUAL ACKNOWLEDGMENT

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

On this 20 day of November, 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 & 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) LUCILLE R. LENNARD
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires August 26, 1947

I hereby approve the form of the foregoing agreement this 3rd day of January, 1947.

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

RECORDED JAN 9 1947 55 Min. Past 1 P.M. in Book 2320 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.

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 A. J. Free et al to City of San Diego; being Document No. 358570.

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, A. J. Free & W. P. Kesling are the owners of Lot 1 & 10' of 2, Block F, of Resub-division of Bird Rock.

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of Nov. 1946, by W. P. Kesling & A. J. Free. I (We) _____ will, for and in consideration of the permission granted to remove 16' feet of curbing on Abalone between Bird Rock Ave and Dolphin 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 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 agreement herein named.

W. P. KESLING
A. J. FREE

INDIVIDUAL ACKNOWLEDGMENT

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

On this 20 day of November, 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. Kessling & 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

LUCILLE R. LENNARD
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires August 26, 1947

I hereby approve the form of the foregoing agreement this 3rd day of January, 1947.

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

RECORDED JAN 9 1947 55 Min. Past 1 P.M. in Book 2320 at Page 175 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from A. J. Free et al to City of San Diego; being Document No. 358571.

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 Parcel #2 Pueblo Lot #240, Block 3300, of Midway Dr.

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of Sept. 1946, by Eldridge J. Vigneault that I will, for and in consideration of the permission granted to remove 30' feet of curbing on Midway Dr. between Riley St. and Fordham 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 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 Eldridge J. Vigneault 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
3309 Midway Dr.
San Diego 14, Calif.

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

On this 30th day of December, 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 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)

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 3rd day of January, 1947.

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

RECORDED JAN 9 1947 55 Min. Past 1 P.M. in Book 2320 at Page 175 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Eldridge J. Vigneault to City of San Diego; being Document No. 358572.

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, Harwood Fawcett, Jr. is the owner of Lot E 1/2 of I J K & L, Block 332, of Hortons Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of Dec. 1946, by Harwood Fawcett, Jr. I will, for and in consideration of the permission granted to remove 16' feet of curbing on Quince between Third Avenue and Second Avenue 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.

HARWOOD FAWCETT Jr
510 B Avenue
Coronado, California

INDIVIDUAL ACKNOWLEDGMENT

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

On this 18th day of December, A.D. Nineteen Hundred and Forty Six before me Philip Storer Thacher, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harwood O. Fawcett Jr known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)

I hereby approve the form of the foregoing agreement this 3rd day of January, 1947.

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

RECORDED JAN 9 1947 55 Min. Past 1 P.M. in Book 2320 at Page 174 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Harwood Fawcett Jr to City of San Diego; being Document No. 358573.

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, S. Holm is the owner of Lot 7, Block 25, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 12.15.46 day of _____, by S. Holm that I will, for and in consideration of the permission granted to remove 15 feet of curbing on West Beech between Columbia & State adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs _____ 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.

S. HOLM
1502 State Str. San Diego 1 Calif.

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

On this 15 day of December, 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 S. Holm 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.

F. R. SCIDMORE
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 3rd day of January, 1947.

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

RECORDED JAN 9 1947 55 Min. Past 1 P.M. in Book 2320 at Page 171 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. 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 S. Holm to City of San Diego; being Document No. 358574.

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, Antonio Covarrubias is the owner of Lot South 1/2 5 and all of 6, Block 21, of Shermans

NOW, THEREFORE, This AGREEMENT, signed and executed this 31st day of Dec - 1946, by Antonio Covarrubias that I will, for and in consideration of the permission granted to remove 50 ft feet of curbing on 16th St & between 1st & 17th Sts adjacent to the above described property, bind _____ to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

ANTONIO COVARRUBIAS
539 - 10th. St.

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

On this 30th day of December, A.D. Nineteen Hundred and Forty Six before me John F. Bleifuss, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Antonio Covarrubias known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)

I hereby approve the form of the foregoing agreement this 6th day of January, 1947.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JAN 9 1947 55 Min. Past 1 P.M. in Book 2320 at Page 169 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

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

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

V. OSGOOD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Antonio Covarrubias to City of San Diego; being Document No. 358609.

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, Curtiss W. May & Mabel E. May are the owners of Lot 52, Block _____, of Reynard Hills.

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of January, 1947, by Curtiss W. & Mabel E. May that they will, for and in consideration of the permission granted to remove 30 feet of curbing on Reynard Way between Eagle & _____ 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 my & our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

CURTISS W. MAY
MABEL E. MAY

3752 Louisiana St. S D (4)

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

On this 2nd day of January, 1947, A.D. Nineteen Hundred and forty Seven before me Mabel C. Stevens, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Curtiss W. May and Mabel E. May 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)

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

My Commission Expires Jan. 14, 1949

RECORDED JAN 9 1947 55 Min. Past 1 P.M. in Book 2320 at Page 170 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

APPROVED By HARRY S. CLARK

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Curtiss W. & Mabel E. May to City of San Diego; being Document No. 368675.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis T. Tatters Deputy

AGREEMENT

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, J. A. McClurken is the owner of Lot J, Block 38, of New San Diego City of San Diego

NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of Jan, 1947, by J. A. McClurken. I (We) will, for and in consideration of the permission granted to remove 30 ft. feet of curbing on 744 State between F and G 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.

J. A. MCCLURKEN
7100 Federal Blvd.
San Diego Calif.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 3rd day of January, A.D. Nineteen Hundred and Forty-seven before me Mark M. Saunders, 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 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 8/13/49

I hereby approve the form of the foregoing agreement this 7th day of January, 1947.

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

RECORDED JAN 9 1947 55 Min. Past 1 P.M. in Book 2320 at Page 168 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from J. A. McClurken to City of San Diego; being Document No. 368675.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Francis T. Tatters Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 23 BLOCK 75 SUBDIVISION Point Loma Heights

NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Orchard Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Santa Barbara AND Venice
TOTAL AMOUNT TO BE PAID Fifty and no/100 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 THOS. D. HILL

APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney

ADDRESS 4385 Orchard Street
January 2, 1947

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

On this 6th day of January, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Thos. D. Hill known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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
1/2/47	5.00	1/2/47	3857
2/2/47	5.00		
3/2/47	5.00		
4/2/47	5.00		
5/2/47	5.00		
6/2/47	5.00		
7/2/47	5.00		
8/2/47	5.00		
9/2/47	5.00		
10/2/47	5.00		

RECORDED JAN 15 1947 15 Min. Past 10 A.M. in Book 2315 at Page 432 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.
O. PRYOR
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Thos. D. Hill; being Document No. 358722.

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

A G R E E M E N T

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

WHEREAS, C. W. DeWitt is the owner of Lot 23 - 24, Block B, of Van Beuren & Rehlinge Sub.

NOW, THEREFORE, THIS AGREEMENT, signed and executed this 7 day of August, by C. W. DeWitt. I will, for and in consideration of the permission granted to remove 15 feet of curbing on Hortensia between So. of Juan 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.

C. W. DeWITT
8085 Morningside Way
La Mesa

INDIVIDUAL ACKNOWLEDGMENT

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

On this 7th day of Aug., 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 C. W. DeWitt 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)

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

I hereby approve the form of the foregoing agreement this 10 day of January, 1947.

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

RECORDED JAN 16 1947 15 Min. Past 10 A.M. in Book 2319 at Page 440 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 C. W. DeWitt to City of San Diego; being Document No. 358740.

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. Helen I. Sawyer is the owner of Lot #356, Block 17, of Crown Point.

NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of January, 1947, by Mrs. Helen I. Sawyer. I will, for and in consideration of the permission granted to remove 18 ft. feet of curbing on La Cima between Ingraham and Yosemite 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.

HELEN I. SAWYER
3404 Jewell St.
San Diego, 9, Cal.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 9th day of January, A.D. Nineteen Hundred and forty seven before me Henry K. Dyer II, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Helen I. Sawyer known to me to be the person described in and whose name is suscribed 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)

HENRY K. DYER II
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 January, 1947.

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

RECORDED JAN 16 1947 15 Min. Past 10 A.M. in Book 2319 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 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 Helen I. Sawyer to City of San Diego; being Document No. 358753.

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

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 14 day of January, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by and through its

Council, hereinafter sometimes designated as the City, and NEWPORT DREDGING COMPANY, a corporation, 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, 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 9th day of December, 1946, marked Document No. 357762, 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 Section 196 of the Charter of the City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of the City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said Charter, for each calendar day or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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

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		13.50

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of 8 hours.

For overtime, when the same is permitted by law one and one-half times the foregoing rates. For work performed on Sunday and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer thereof be liable for any portion of the contract price.

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

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

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

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

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the Contractor, terminate this contract.

If the contract is cancelled the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the liability 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.

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHAS. C. DAIL

ATTEST:
FRED W. SICK
City Clerk (SEAL)

VINCENT T. GODFREY
Members of the Council

ATTEST:
EDWARD R. ROBSON
Secretary (SEAL)

NEWPORT DREDGING COMPANY
By ALBERT S. SPARKES President
Contractor

I hereby approve the form and legality of the foregoing contract, this 14th day of January, 1947.

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 NEWPORT DREDGING COMPANY, a corporation, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a Corporation organized and existing under the laws of the State of Maryland with principal place of business in Baltimore, Maryland, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of One hundred twenty-four thousand, four hundred seventeen dollars (\$124,417.00), (not less than one hundred percent 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 January, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, 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 these certain plans and specifications filed in the Office of the City Clerk of The City of San Diego on the 9th day of December 1946, marked Document No. 357762 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 herein 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 9th day of January, 1947.

NEWPORT DREDGING COMPANY
Principal
By ALBERT S. SPARKS
President

ATTEST:
EDWARD R. ROBSON
Secretary

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

(SEAL)

ATTEST:

By D. E. GORTON
D. E. Gorton Attorney-in-Fact
By Theresa Fitzgibbons
Theresa Fitzgibbons Agent

Countersigned John Burnham & Co. By Donald C. Burnham, Resident Agent.
If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.
I hereby approve the form of the within Bond this 14th day of January, 1947.

J. F. DuPAUL
City Attorney of the City of San Diego
By B. L. COMPARET
Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego this
day of January, 1947.

(SEAL)

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHAS. C. DAIL

ATTEST:

FRED W. SICK
City Clerk

VINCENT T. GODFREY
Members of the Council

STATE OF CALIFORNIA, } ss.
COUNTY OF LOS ANGELES }

On this 9th day of January, 1947, before me, S. M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared D. E. Gorton, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

S. M. SMITH
Notary Public in and for the County of Los Angeles, State
of California.
My Commission Expires Feb. 18, 1950

(SEAL)

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That NEWPORT DREDGING COMPANY, a corporation, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Corporation organized and existing under the laws of the State of Maryland with principal place of business in Baltimore, Maryland, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Sixty-two thousand two hundred nine -- Dollars (\$62,209.00), (not less than fifty percent 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 January, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, 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 9th day of December 1946, marked Document No. 367752, 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-two thousand two hundred nine--Dollars (\$62,209.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work:

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of 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 3 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 9th day of January 19__.

ATTEST:

EDWARD R. ROBSON
Secretary.

(SEAL)

NEWPORT DREDGING COMPANY
ALBERT S. SPARKS
Principal President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

By D. E. GORTON
D. E. Gorton Attorney-in-Fact

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Newport Dredging Company for Dredging & filling in Mission Bay; being Document No. 368813. By FRED W. SICK, City Clerk of the City of San Diego, California.

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) ss.

On this 9th day of January, 1947, 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.

THERESA FITZGIBBONS
Theresa Fitzgibbons Agent

Countersigned
JOHN BURNHAM & CO.
By Donald C. Burnham
Resident Agent

(SEAL)

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

My Commission Expires Feb. 18, 1950

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 14th day of January, 1947.

J. F. DuPAUL
City Attorney of the City of San Diego
By B. L. COMPARET
Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego this day of _____ 19 ____.

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHAS. C. DAIL

ATTEST:

FRED W. SICK
City Clerk

(SEAL)

VINCENT T. GODFREY
Members of the Council

UNDERTAKING FOR STREET LIGHTING.
La Jolla Shores Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED FIFTY DOLLARS (\$150.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of December, 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 LA JOLLA SHORES DRIVE, PASEO DEL OCASO, EL PASEO GRANDE, CALLE DE LA PLATA, CAMINO DEL COLLADO, CAMINO DEL ORO, CALLE FRESCOTA, VALLECITOS, AVENIDA DE LA PLAYA, PASEO DORADO and MATA PARK, within the limits and as particularly described in Resolution of Intention No. 83549, adopted by the Council of said City on July 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 or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

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

ATTEST:

R. C. CAVELL
Secretary

(SEAL)

THE CENTURY INDEMNITY COMPANY
By FRANKLIN T. HALE
Surety Attorney-in-Fact

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

On this 14th day of December, 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 14th day of January, 1947.

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. 84655 passed and adopted on the 26th day of November, 1946, require and fix the sum of \$150.00 as the penal sum of the foregoing Undertaking.

(SEAL)

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

CONTRACT FOR STREET LIGHTING.

La Jolla Shores Lighting District No. 1

THIS AGREEMENT, made and entered into this 14 day of January, 1947, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned.

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of certain ornamental street lights located in:

The westerly and northwesterly 20.00 feet of LA JOLLA SHORES DRIVE, between the easterly prolongation of the center line of Camino Del Collado and the southwesterly termination of said La Jolla Shores Drive in Torrey Pines Road;

PASEO DEL OCASO, between its northwesterly termination in El Paseo Grande and the easterly line of Calle De La Plata;

EL PASEO GRANDE, between the northerly line of Avenida De La Playa and the northerly line of Paseo Dorado;

CALLE DE LA PLATA, between the southerly line of Avenida De La Playa and the northerly line of Torrey Pines Road;

CAMINO DEL COLLADO, between the westerly line of La Jolla Shores, Unit No. 1, and the westerly line of La Jolla Shores Drive;

CAMINO DEL ORO, between the westerly line of La Jolla Shores, Unit No. 1, and the westerly line of La Jolla Shores Drive;

CALLE FRESCOTA, between the westerly line of La Jolla Shores, Unit No. 1, and the westerly line of La Jolla Shores Drive;

VALLECITOS, between the westerly line of La Jolla Shores, Unit No. 1, and the westerly line of La Jolla Shores Drive;

AVENIDA DE LA PLAYA, between the westerly line of La Jolla Shores Drive and a line parallel to and distant 50.00 feet northwesterly from the southwesterly prolongation of that portion of the northwesterly line of Camino Del Oro which bears N 34° 58' E;

PASEO DORADO, between the easterly line of Paseo Del Ocaso and the westerly line of La Jolla Shores Drive; and in

MATA PARK.

Such furnishing of electric current shall be for a period of one year from and including September 15, 1946, to-wit, to and including September 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 La Jolla Lighting District No. 1", filed August 31, 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 Six Hundred Dollars (\$600.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Jolla Shores Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Six Hundred Dollars (\$600.00) shall be paid out of any other fund than said special fund designated as "La Jolla Shores Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Six Hundred Dollars (\$600.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" 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 _____

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

ATTEST:

FRED W. SICK
City Clerk

(SEAL)

VINCENT T. GODFREY

Members of the Council.

I hereby approve the form of the foregoing Contract, this 14th day of January, 1947.

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 La Jolla Shores Lighting District No. 1; being Document No. 368814.

FRED W. SICK
City Clerk of The City of San Diego, California.
By W. H. Hatten Deputy

UNDERTAKING FOR STREET LIGHTING.
Adams Avenue Lighting District No. 1

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

Signed by us and dated this 14th day of December, 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 ADAMS AVENUE, between the easterly line of Boundary Street and the west line of 35th Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:

R. C. CAVELL (SEAL)
Secretary

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

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

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

On this 14th day of December, 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 14th day of January, 1947.

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. 84704 passed and adopted on the 3rd day of December, 1946, require and fix the sum of \$198.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING.
Adams Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 14 day of January, 1947, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:
Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following street in the City of San Diego, California, to-wit:

ADAMS AVENUE, between the easterly line of Boundary Street and the west line of 35th Street.

Such furnishing of electric current shall be for a period of one year from and including October 13, 1946, to-wit: to and including October 12, 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 Adams Avenue Lighting District No. 1", filed September 7, 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 Seven Hundred Ninety-two and no/100 Dollars (\$792.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Adams Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for

the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Seven Hundred Ninety-two and no/100 Dollars (\$792.00) shall be paid out of any other fund than said special fund designated as "Adams Avenue Lighting District No. 1 Fund."

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

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" 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 President in Charge of Sales

(SEAL)
ATTEST:
R. C. CAVELL
Secretary

THE CITY OF SAN DIEGO.
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council.

(SEAL)
ATTEST:
FRED W. SICK
City Clerk.

I hereby approve the form of the foregoing Contract, this 14th day of January, 1947.

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 Co. for Adams Avenue Lighting District No. 1; being Document No. 358815.

FRED W. SICK
City Clerk of The City of San Diego, California.
By F. W. Sick Deputy

CONCESSION AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of December, 1946, by and between THE COUNTY OF SAN DIEGO, and THE CITY OF SAN DIEGO, parties of the first part, and CHRIS WINTHER and LILLIAN C. H. WINTHER, parties of the second part; WITNESSETH:

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter recited, said parties hereto agree as follows:

The parties of the first part do by these presents hereby grant permission to said parties of the second part to operate a concession stand in the lobby of the San Diego City and County Administration Building, at the Civic Center, in the City of San Diego, County of San Diego, State of California, for a period of three (3) years, said term to run from and after the 1st day of January, 1947, subject to the following terms and conditions:

(1) The articles which said parties of the second part shall be permitted to sell at said concession stand shall be confined to newspapers, periodicals, candies, gum, tobacco and accessories ordinarily sold in connection with such articles, together with bottled milk, ice cream, soft drinks, cakes and wrapped sandwiches.

(2) Parties of the second part in the operation of said concession shall not use dice games, punch boards, or any games of chance or skill of any kind or description whatsoever.

(3) In consideration of the granting of permission to operate said concession, said parties of the second part will pay parties of the first part the sum of Twelve Hundred Dollars (\$1200.00) annually, payable in equal monthly installments in advance upon the first day of each and every month, beginning with the first day of January, 1947.

(4) The parties of the second part agree to keep said concession stand open daily from the hours of 8:30 o'clock A.M. to 5:00 o'clock P.M., Sundays and holidays excepted; provided, however, that on Saturdays said stand shall not be required to be open later than 12:00 o'clock noon.

(5) Parties of the second part further agree that they will not make any changes or improvements of any kind in and about the stand and lobby to be used for said concession without first securing consent thereof of the parties of the first part.

(6) Parties of the second part agree that they will not assign this agreement or any interest therein without first having obtained the written consent of the parties of the first part.

(7) It is expressly agreed by the parties hereto that either party may cancel this agreement by giving ninety (90) days' notice thereof in writing to the other party; and that after said ninety (90) days have elapsed, all rights by reason of this agreement shall cease and be determined, excepting, however, any claims, whether liquidated or unliquidated, arising by reason of the terms of this agreement.

IN WITNESS WHEREOF, this agreement is executed by the County of San Diego, acting by and through the Chairman of the Board of Supervisors thereof, under and pursuant to resolution of said Board duly passed and adopted December 15, 1946, and by The City of San Diego, acting by and through the City Manager thereof, under and pursuant to Resolution No. 84872 of the Council authorizing such execution, and parties of the second part have hereunto subscribed their names, the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager
Parties of the First Part.

CHRIS WINTHER
LILLIAN C. H. WINTHER
Parties of the Second Part.

I HEREBY APPROVE the form of the foregoing Agreement this 13th day of January, 1947.

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

Approved as to form 12/9/46
CARROLL H. SMITH
Chief Trial Depty. D.A.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Concession Agreement with Chris and Lillian C. H. Winther; being Document No. 358842.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener 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 Thirteen thousand three hundred ninety-seven Dollars (\$13,397.00), lawful money of the United States of America, to be 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 14th day of January, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all labor, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the painting and acoustical treatment work on the interior of the Mission Beach Bath House, in The City of San Diego, California, all in accordance with the specifications therefor contained in Document No. 367497, on file in the office of the City Clerk of said City.

WHEREAS, the aforesaid penal sum of thirteen thousand three hundred ninety-seven dollars (\$13,397.00), 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 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.

H. E. YOUNG
Principal.
HARTFORD ACCIDENT & INDEMNITY COMPANY
Surety.
By M. SHANNON
M. Shannon, Attorney in Fact

ATTEST:
CLAYTON RAAKA

(SEAL)

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

On this 14th day of January, before me, Marston Burnham, in the year one thousand nine hundred and Forty-Seven, 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.

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 Six thousand six hundred ninety-nine Dollars (\$6,599.00), 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 himself, his heirs, executors, administrators,

successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of January, 1947.

THE CONDITION OF THE ABOVE 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 painting and acoustical treatment work on the interior of the Mission Beach Bath House, 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:

CLAYTON RAAKA

(SEAL)

F. E. YOUNG

Principal.

HARTFORD ACCIDENT & INDEMNITY COMPANY

Surety.

By M. SHANNON

M. Shannon, Attorney in Fact

ATTEST:

RUTH J. COOPER

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

On this 14th day of January, before me, Marston Burnham, in the year one thousand nine hundred and Forty-Seven, 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

I hereby approve the form of the within Bond, this 16th day of January, 1947.

J. F. DuPAUL

City Attorney.

By B. L. COMPARET

Deputy City Attorney.

I hereby approve the foregoing bond this 15 day of Jan. 1947.

F. A. RHODES

City Manager.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 14th day of January, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and F. E. YOUNG party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The painting and acoustical treatment work on the interior of the Mission Beach Bath House, in The City of San Diego, California, all in accordance with the specifications therefor contained in Document No. 367497, 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: Twenty-six thousand seven hundred ninety-four dollars (\$26,794.00).

Said contractor agrees to commence said work within _____ days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within _____ 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: Twenty-six thousand seven hundred ninety-four dollars (\$26,794.00); said payments to be made as follows: For each successive ten day period after work on the contract is commenced the contractor may file with the City Manager or his representative a statement of the work completed to date and the monetary value thereof. Upon approval of the statement by the City Manager or his representative the contractor shall be paid an amount equal to 90% of the work performed to date less any previous payments. Final payment shall be made upon acceptance of the completed work 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, 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.

F. E. YOUNG

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 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>Trade or Occupation</u>	<u>Wage Per 8-Hour Day</u>
Laborers	\$ 9.20
Carpenters	13.20
Painters:	
Brush	13.20
Brush swing stage	14.40
Steel or bridge	15.20
Spray gun or sandblaster	17.50
Any classification omitted herein not less than	9.20

Overtime: Legal holidays, Saturdays and Sundays, and other overtime, when permitted by law, to be paid for at a rate of not less than time and one-half.

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. 84908 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.
F. E. YOUNG
Contractor.

ATTEST:
CLAYTON RAAKA

I hereby approve the form and legality of the foregoing contract this 16th day of January, 1947.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with F. E. Young for Painting and Acoustical Treatment Work at Mission Beach Bath House; being Document No. 358886.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

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

WHEREAS, John N. Gross is the owner of Lot 15 and 16, Block 21, of Reed and Hubbells. NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of January, 1947, by John N. Gross. I will, for and in consideration of the permission granted to remove 18 feet of curbing on Main between Schley Street and 27th Street adjacent to the above described property, bind himself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

JOHN N. GROSS
12213 Hillslope St.
Studio City, N. H.

INDIVIDUAL ACKNOWLEDGMENT

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

On this 9th day of January, A.D. Nineteen Hundred and Forty-seven before me Dorothea Peper, 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) DOROTHEA PEPER
Notary Public in and for the County of San Diego, State of California.
My Commission Expires July 15, 1950

I hereby approve the form of the foregoing agreement this 16th day of January, 1947.

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

RECORDED JAN 23 1947 57 Min. Past 9 A.M. in Book 2325 at Page 393 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
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 John N. Gross to City of San Diego; being Document No. 358889.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

IT IS HEREBY AGREED By and between THE CITY OF SAN DIEGO, hereinafter referred to as "the City," and the firm of EVERTS AND ESENOFF, Certified Public Accountants, hereinafter referred to as "the Accountants," as follows:

That the Accountants shall perform all necessary services in the making of the annual audit of the accounts of the City covering the fiscal year ending June 30, 1946, the work of said audit to be completed not later than the first day of November, 1946, and the Accountants shall submit to the Council of the City a report on said audit, and shall attach their Certificate of Correctness to the City's Annual Report.

That the City will pay to the Accountants, in full payment for the performance of all of the aforesaid services, an amount computed as follows: the said sum shall be based upon the number of hours worked by the Accountants and by accountants in their employ in the making of the said audit, at the following rates: Supervising Accountants, \$4.00 per hour; Senior Accountants, \$3.25 per hour; Semi-Senior Accountants, \$2.75 per hour; Assistants, \$2.00 per hour. However, the total compensation to be paid for all of said services shall not in any event exceed the sum of \$2,500.00.

IN WITNESS WHEREOF, this agreement has been executed by the said Accountants, by Carl M. Esenoff, a member of said firm, and by The City of San Diego, by its City Manager, pursuant to Resolution No. 83520 of the Council of said City of San Diego.

EVERTS AND ESENOFF
By CARL M. ESENOFF
THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager.

I hereby approve the form and legality of the foregoing Agreement this 15th day of January, 1947.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Everts and Esenoff for making annual audit and report of City accounts; being Document No. 368907.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 26 and 27 Block 9 Subdivision Alhambra Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Madison
WATER MAIN HAS BEEN INSTALLED BETWEEN Altaadena and 51st
TOTAL AMOUNT TO BE PAID Fifty Dollars. (\$50.00)
NO. OF EQUAL INSTALLMENTS 3 AMOUNT OF EACH INSTALLMENT 1 - \$10.00
2 - 20.00

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 R. E. BRAE
ADDRESS 5070 Madison
DATE 1/11/47

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

On this _____ day of _____, A.D. Nineteen Hundred and _____ before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared _____ known to me to be the person described in and whose name R. E. Brae 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) 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
1/11/47	10.00	1/11/47	3881
2/11/47	20.00		
3/11/47	20.00		

RECORDED JAN 23 1947 57 Min. Past 9 A.M. in Book 2325 at Page 393 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

A. WILHOIT

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from R. E. Brae to City of San Diego; being Document No. 358983.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot West 45' of Lots 47, 48 & 49 Block 5 Subdivision Alhambra Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Contour Blvd.
WATER MAIN HAS BEEN INSTALLED BETWEEN Monroe and Madison
TOTAL AMOUNT TO BE PAID Forty-six and no/100 Dollars. (\$46.00)
NO. OF EQUAL INSTALLEMTNS One at \$10.00
Six at 5.00 AMOUNT OF EACH 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
Approved as to form:
J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney

OWNER'S SIGNATURE ARTHUR A. GOMEZ
ADDRESS 4592 Contour Blvd.
DATE January 9, 1947

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

On this 9th day of January, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur A. Gomez known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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
1/9/47	\$10.00	1/9/47	#3870
2/9/47	5.00		
3/9/47	5.00		
4/9/47	5.00		
5/9/47	5.00		
6/9/47	5.00		
7/9/47	5.00		

RECORDED JAN 23 1947 57 Min. Past 9 A.M. in Book 2325 at Page 396 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Arthur A. Gomez to City of San Diego; being Document No. 358984.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 19 and 20 Block 11 Subdivision Alhambra Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Contour Blvd.
WATER MAIN HAS BEEN INSTALLED BETWEEN Monroe and Madison
TOTAL AMOUNT TO BE PAID Fifty Dollars. (\$50.00)
NO. OF EQUAL INSTALLMENTS 8 - \$10.00
5.00 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
City Attorney
By J. H. McKINNEY
Deputy City Attorney

OWNER'S SIGNATURE ROBERT R. SCOTT
ADDRESS 4533 Contour Blvd.
DATE Jan. 14, 1947

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 14th day of January, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert R. Scott known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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

SCHEDULE OF PAYMENTS			
DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
1/14/47	\$ 10.00	1/14/47	3898
2/14/47	5.00		
3/14/47	5.00		
4/14/47	5.00		
5/14/47	5.00		
6/14/47	5.00		
7/14/47	5.00		
8/14/47	5.00		
9/14/47	5.00		

RECORDED JAN 23 1947 57 Min. Past 9 A.M. in Book 2325 at Page 394 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
A. WILHOIT
I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Robert R. Scott to City of San Diego; being Document No. 368985.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

Bond No. 124077

KNOW ALL MEN BY THESE PRESENTS, That HOWARD SUPPLY COMPANY, a corporation, as Principal and PACIFIC INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED EIGHTY-EIGHT and no/100 Dollars (\$788.00), lawful money of the United States of America; to be 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 January, 1947.

THE CONDITION OF THE ABOVE 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 - 24" American Car & Foundry lubricated plug valves, less 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.

ATTEST:
J. P. Moseley
Secretary

HOWARD SUPPLY COMPANY
By L. Geo. Trembly
Vice Pres. Principal.

(SEAL) PACIFIC INDEMNITY COMPANY
By A. M. CARTER
Attorney-in-Fact

I hereby approve the form of the within Bond, this 16th day of January, 1947.
J. F. DuPAUL
City Attorney.

By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 17th day of January 1947.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA, ss.
COUNTY OF LOS ANGELES

On this 14th day of January in the year one thousand nine hundred and 47 before me, Frances B. Fickas, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared A. M. Carter 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 A. M. Carter 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)

FRANCES B. FICKAS
Notary Public in and for Los Angeles County,
State of California.
My Commission Expires Sept. 10, 1947

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th day of January, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and HOWARD 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:

5 - 24" American Car & Foundry flanged 125 pound plug valves, less flanges, in accordance with specifications therefor on file in the office of the City Clerk of said City under Document No. 366556.

Said contractor hereby agrees to furnish and deliver said valves above described at and for the following prices, to-wit:

5 - 24" ACF valves @ \$630.03 ea \$4150.15

Terms: 2% - 20 days

Said prices do not include the California State Sales Tax.

In the event O.P.A. authorizes an increase in price in said valves 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 valves 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 contractor agrees to begin shipment of said valves within 12 to 14 weeks after receipt of purchase order, subject to delays beyond contractor's control.

Said City, in consideration of the furnishing and delivery of said 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 material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Three Thousand One Hundred Fifty and 15/100 Dollars (\$3150.15) --less, terms 2% - 20 days--exclusive of the California State Sales Tax.

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. 84798 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:
J. P. MOSELEY
Secretary

(SEAL)

HOWARD SUPPLY COMPANY
By L. GEO. TREMBLEY
Vice Pres. Contractor.

I hereby approve the form and legality of the foregoing contract this 16th day of January, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

Certificate No. 100

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 \$ 3,228.90

Dated Dec 23, 1946

J. McQUILKEN
R. W. GEFPE

Auditor and Comptroller of the City of San Diego, Calif.

To be paid out of 500 Fund. Account 62-5602
Purpose 5-24" A.C.F. Plug Valves
Vendor Howard Supply Co.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Howard Supply Company for furnishing 5 - 24" Plug Valves; being Document No. 369008.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy.

KNOW ALL MEN BY THESE PRESENTS, That T. B. PENICK & SONS, a co-partnership composed of LLOYD PENICK, MRS. T. B. PENICK and W. M. PENICK, 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 FOUR HUNDRED DOLLARS (\$400.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of January, 1947.

THE CONDITION OF THE 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 inlet and drainage facilities at La Jolla Boulevard and Arenas Street, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

B. C. FOTLAND

T. B. PENICK & SONS, a co-partnership
By LLOYD T. PENICK (Partner)
Principal.

ATTEST:

(SEAL)

B. C. FOTLAND

MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety.

By DONALD B. GOLDSMITH
(Donald B. Goldsmith) Attorney-in-Fact

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 14th day of January in the year one thousand nine hundred and forty-seven, before me Zelda B. Melancon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

ZELDA B. MELANCON
Notary Public in and for said County and State.
My Commission Expires Mar. 12, 1950

I hereby approve the form of the within Bond, this 17th day of January, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 17th day of January 1947.

F. A. RHODES
City Manager.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That T. B. PENICK & SONS, a co-partnership, composed of Mrs. T. B. Penick; W. M. Penick and Lloyd Penick, 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 _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED NINETY-NINE and no/100 Dollars (\$799.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of January, 1947.

THE CONDITION OF THE ABOVE 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 inlet and drainage facilities at La Jolla Boulevard and Arenas 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. 367537.

WHEREAS, the aforesaid penal sum of Seven Hundred Ninety-nine and no/100 Dollars (\$799.00), 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 has hereunto subscribed its 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.

ATTEST:
B. C. FOTLAND

T. B. PENICK & SONS, a co-partnership,
By LLOYD T. PENICK (Partner)

MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety

By DONALD B. GOLDSMITH
(Donald B. Goldsmith) Attorney-in-Fact

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 14th day of January in the year one thousand nine hundred and forty-seven, before me Zelda B. Melancon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

ZELDA B. MELANCON
Notary Public in and for said County and State.
My Commission Expires Mar. 12, 1950

I HEREBY APPROVE the form of the within Bond, this 17th day of January, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY APPROVE the foregoing Bond this 17th day of January, 1947.

F. A. RHODES
City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 17th day of January, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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. B. PENICK & SONS, a co-partnership composed of Mrs. T. B. Penick, W. M. Penick and Lloyd Penick, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to 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 inlet and drainage facilities at La Jolla Boulevard and Arenas Street, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 367537.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: One Thousand Five Hundred Ninety-eight and no/100 Dollars (\$1598.00).

Said contractor agrees to commence said work within Ten days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed with 45 working days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by 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: One Thousand Five Hundred Ninety-eight and no/100 Dollars (\$1598.00), said payments to be made as follows: Upon completion of said work, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Page 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.

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 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. 84906 of the Council authorizing such execution, and the contractor has hereunto subscribed its name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

T. B. PENICK & SONS, a co-partnership
By LLOYD T. PENICK (Partner)

I HEREBY APPROVE the form and legality of the foregoing Contract this 17th day of January, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

Certificate No. 114.

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 \$ 1,598.00

Dated January 14, 1947

J. McQUILKEN

Auditor and Comptroller of the City of San Diego,
Calif.

To be paid out of 218 Fund.

Purpose Inlet & drainage facilities at La Jolla Blvd. & Arenas St.

Vendor T. B. Penick & Sons

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with T. B. Penick & Sons for construction of inlet and drainage facilities at La Jolla Boulevard and Arenas Street; being Document No. 359009.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed; at such time as requested so to do by the City Council, and

WHEREAS, Bonham Brothers Mortuary, a Corporation, is the owners of Lot A, Block 217, of Hortons.

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of Jan, by Bonham Brothers Mortuary. We will, for and in consideration of the permission granted to remove 20 feet of curbing on Elm between Third and Fourth adjacent to the above described 15 Third Date Elm

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 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.

BONHAM BROTHERS MORTUARY

By HARLEY L. BONHAM President

Attest

ELSIE L. BONHAM

Secretary

C O R P O R A T I O N A C K N O W L E D G M E N T

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this day January 14, A.D. Nineteen Hundred and Forty-seven, before me Mary E. Smith, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harley L. Bonham and Elsie L. Bonham, known to me to be the Vice 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.

MARY E. SMITH

(SEAL)

Notary Public in and for the County of San Diego,
State of California.

My Commission Expires Jan. 10, 1948

I hereby approve the form of the foregoing agreement this 20th day of January, 1947.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JAN 23 1947 57 Min. Past 9 A.M. in Book 2325 at Page 395 of Official Records, San Diego Co., Cal.

Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder

By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

A. WILHOIT

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Bonham Brothers Mortuary to City of San Diego; being Document No. 359010.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schriener Deputy

A G R E E M E N T F O R A M E N D M E N T O F C O N T R A C T

THIS AGREEMENT, made and entered into this 20th day of January, 1947; 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, 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:

WHEREAS, the City of San Diego heretofore on the 10th day of May, 1946, entered into a

contract with Glenn Pearson, an individual, doing business as Pearson Motor Company, wherein The City of San Diego agreed to buy, and the contractor agreed to sell, among other things, three 3-passenger Ford V8 Deluxe coupes; and

WHEREAS, due to strikes, critical shortages and other conditions subsequently arising which were connected with and grew out of the war in which the United States was recently engaged, and which factors were and are entirely beyond the control of either party, it may render impossible the performance of said contract in accordance with its terms and conditions; and

WHEREAS, by reason of the foregoing said contractor is able to sell and deliver to the City at this time, in lieu of said three automobiles, one (1) Super Deluxe Ford V8 Fordor Sedan, one (1) Super Deluxe Ford V8 Tudor Sedan, and one (1) Super Deluxe Ford 5 Fordor Sedan; and said City and said contractor are mutually desirous of amending and modifying said contract by making changes in the character of the equipment to be furnished;

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:

The second, third and fifth paragraphs set forth on pages 1 and 2 of said contract, 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 and deliver to said City:

- 1 1/2 ton pickup truck with chassis, cab and body
- Wheel base approximately 114"
- Motor 8 cylinder
- Tires size minimum 6.50 x 16 - 6 ply.

- 1 Ford V8 Deluxe model, 3-passenger coupe
- 1 Super Deluxe Ford V8 Fordor Sedan
- 1 Super Deluxe Ford V8 Tudor Sedan
- 1 Super Deluxe Ford 5 Fordor Sedan "

"Said contractor hereby agrees to furnish and deliver the automobiles above described at and for the following prices, to-wit:

1 1/2 ton pickup truck	\$1,015.56
1 Ford V8 Deluxe model 3-passenger coupe	994.04
1 Super Deluxe Ford V8 Fordor Sedan	1,362.58
1 Super Deluxe Ford V8 Tudor Sedan	1,308.16
1 Super Deluxe Ford 5 Fordor Sedan	1,317.20
	<u>\$5,997.54</u>

Said prices include the California State Sales Tax."

"Said City, in consideration of the furnishing and delivery of said automobiles 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 automobiles by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit:

The sum of five thousand nine hundred ninety-seven and 54/100 dollars (\$5,997.54), inclusive of California State Sales Tax.

Payment for said equipment will be made in accordance with purchase order and delivery."

Except as herein specifically amended, all of the terms and conditions of said contract dated May 10, 1946, shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 84762 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.

GLENN PEARSON

By CASHEL E. R. PEARSON Gen Mgr.

An individual, doing business as
PEARSON MOTOR COMPANY.

I hereby approve the form and legality of the foregoing Agreement for amendment of contract this 20th day of January, 1947.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for amendment of contract; being Document No. 369018.

FRED W. SICK

City Clerk of The City of San Diego, California. By Betty J. Schriener Deputy

USE AND OCCUPANCY PERMIT

J. F. DuPAUL

City Attorney.

By B. L. COMPARET

Deputy City Attorney.

THIS AGREEMENT, Made and entered into this 17th day of Jan., 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter referred to as the "City," and STANLEY ANDREWS SPORT GOODS COMPANY, a limited partnership, through Orion W. Todd, Jr., the general partner, hereinafter referred to as the "Company," WITNESSETH:

For and in consideration of the mutual covenants and promises hereinafter contained, the parties hereto agree as follows:

(1) The City does hereby grant to the Company the use and occupancy of a portion of the northwest corner of the Municipal Gymnasium Building situated in Balboa Park, in The City of San Diego, which said space is approximately 8 feet by 35 feet, and is more accurately described on the diagram attached hereto and made a part hereof.

(2) Said space shall be used for the sale of sporting goods and equipment, and for the furnishing of such services as are incidental to the use and furnishing of sporting goods and equipment, together with the sale and dispensing of soft drinks and confectionery.

(3) That in consideration of the foregoing, the Company agrees to have at least one employee who will be on duty and in constant attendance in said store area at the following times: From 9:00 A. M. to 5:00 P. M. on Saturdays and Sundays, and from 12:00 noon to 10:30 P. M. the balance of each week, during the term of this agreement, excepting those times when said gymnasium shall be closed at the direction of the City Manager; but in no event shall said employee or employees be on duty less than 70 hours per week. Said employee or employees will oversee the floor, and furnish such assistance to the Playground and Recreation Department of The City of San Diego as will be necessary to adequately supervise the activities in said gymnasium.

(4) Notwithstanding any of the foregoing provisions, should the gross revenues of the

Company from the sale of the goods, wares and merchandise hereinbefore enumerated exceed the sum of fifteen hundred dollars (\$1500.00) per month, then and in that event the Company agrees to pay to the City as rent for the use and occupancy of said premises the sum of four per cent (4%) on all gross sales in excess of said fifteen hundred dollars (\$1500.00) per month.

(5) The City Auditor and Comptroller shall have the right to examine any and all financial records pertaining to the operation of the said business under this agreement, and the Company agrees to keep records in a manner that will adequately reflect all financial transactions of business carried on by it, and shall make available to the City Auditor and Comptroller such records at any time as may be necessary for auditing purposes.

(6) The Company agrees at its 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 said City, which said insurance policies shall be kept in force throughout the period of this agreement, and in the event any such policy is cancelled or the Company which has written the same shall cease to be financially responsible to the satisfaction of the City Manager, then upon notice by the City another insurance policy of the same amount and written by a company satisfactory to the City Manager shall be forthwith substituted therefor at the expense of the Company. Said policies of insurance shall be as follows:

- (a) Policy of Workmen's Compensation Insurance covering all of the employees of said company at said premises;
- (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 operations of the Company at said premises.

(7) The Company agrees not to sell or permit the sale of any intoxicating liquor on the premises hereinabove mentioned, nor to violate or permit the violation of any state law or city ordinance in the conduct of said business.

(8) The Company agrees to indemnify and hold harmless The City of San Diego because of or by reason of the violation by the Company, its 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 Company, its agents or employees, and said Company agrees to reimburse the City, its officers and agents for any and all expenses, costs and judgments arising therefrom.

(9) This permit shall not be assignable or transferable, nor shall the Company have the right to sublet the said premises, or any part thereof, without the consent in writing of the City Manager of said City.

(10) This agreement shall continue in effect for a period of three (3) years, unless sooner terminated.

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.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 84919 of the Council of said City authorizing such execution, and the said Orion W. Todd, Jr., general partner, has hereunto subscribed his name for and on behalf of said Stanley Andrews Sport Goods Company, a limited partnership, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager.

STANLEY ANDREWS SPORT GOODS COMPANY,
A Limited partnership,
By ORIEN W. TODD Jr
General Partner.

I HEREBY APPROVE the form and legality of the foregoing Use and Occupancy Permit this 21 day of January, 1947.

J. F. DuPAUL
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Use and Occupancy Permit to Stanley Andrews Sport Goods Company for space in Municipal Gymnasium Building in Balboa Park; being Document No. 359019.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

BOND NO. R.L. 151

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 Eight Hundred Seventy-Five Dollars (\$875.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents. hereby

Signed by us and dated this 16th day of January, 1947.

THE CONDITION OF THE ABOVE 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 Nos. T-522, T-500, T-1501 (mess hall), and T-205 (mess hall), 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.

/s/ JAMES P. TWOHY
Principal.
NEW YORK CASUALTY COMPANY
Surety. (SEAL)
By H. G. BROWN
/s/ H. G. BROWN
Attorney-in-Fact.

I hereby approve the form of the within Bond, this 21st day of January, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET.
Deputy City Attorney.

I hereby approve the foregoing bond this 22 day of Jan. 1947.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.:

On this 16th day of January in the year One Thousand Nine Hundred and 47 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.

SARAH B. LASKY

(SEAL) Notary Public in and for the County of San Diego,
State of California.
My Commission expires 10-23-48

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 January, 1947, 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-522, T-500, T-1501 (mess hall), and T-205 (mess hall), 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

Wage Per 8-Hour Day.
\$1.55 per hour
 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.

The estimated cost of said work is \$3,500.00.

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.
JAMES P. TWOHY
Contractor.

I hereby approve the form and legality of the foregoing contract, this 21st day of Jan., 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET.
Assistant City Attorney.

Certificate No. 148

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 \$408.19
Dated March 19, 1947

J. McQUILKEN
R. W. GEFPE

Auditor and Comptroller of the City of San Diego, Calif.

To be paid out of 256 Fund. Account 2990
Purpose To reserve funds for 10% Holdback on Cont. 369052
Vendor J. P. Twohy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with James P. Twohy to wreck and salvage materials at Camp Callan Buildings; being Document No. 369052.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, ESTHER S. CALDWELL is the owner of Lot East 53 feet of Lots 45, 46, 47 & 48, Block 40, of Resub of Blks "H" and "I" Teralta

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of January, 1947, by Esther S. Caldwell that I will, for and in consideration of the permission granted to remove 16 feet of curbing on Felton between Orange and El Cajon 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 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.

ESTHER S. CALDWELL
204 W. Wash. St.
San Diego, Calif.

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO

On this 20th day of January, A.D. Nineteen Hundred and Forty Seven before me J. G. Mitchell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Esther S. Caldwell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

J. G. MITCHELL
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Dec. 6, 1948

RECORDED JAN 30 1947 15 Min. Past 11 A.M. in Book 2333 at Page 122 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
O. PRYOR

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Esther S. Caldwell to City of San Diego; being Document No. 369053.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

KNOW ALL MEN BY THESE PRESENTS, That FEDERAL ENVELOPE COMPANY, a corporation, as Principal and SAINT PAUL-MERCURY INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Delaware as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four hundred thirteen Dollars (\$413.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of January, 1947

THE CONDITION OF THE ABOVE 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:

350,000 - 6-1/2" x 9-1/2" - 24# sub white wove open end ungummed envelopes; 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. C. DETLEFSEN
Mgr.

FEDERAL ENVELOPE COMPANY
By KENNETH C. HOLLAND, V.P.
Principal.

SAINT PAUL-MERCURY INDEMNITY COMPANY
Surety.

By M. E. DITTMAN
M. E. Dittman Its Attorney-in-Fact

STATE OF CALIFORNIA.
COUNTY OF LOS ANGELES

} ss.:

Acknowledgement of Attorney-in-Fact.

On this 9th day of January 1947, 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)

ELSIE TRUHLAR
Notary Public.
My Commission Expires May 8, 1950

I hereby approve the form of the within Bond, this 22nd day of January, 1947.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 22nd day of Jan. 1947.

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 9th day of January, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and FEDERAL ENVELOPE 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:

350,000 - 6-1/2" x 9-1/2" - 24# sub white wove open end ungummed envelopes, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 356892.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

350,000 24# white wove open end ungummed envelopes,
at \$4.72 per thousand \$ 1,552.00

Said price does not include the California State Sales Tax, and is subject to a 2% discount if paid by the 15th day of the month following delivery.

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 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:

One thousand six hundred fifty-two dollars (\$1,652.00), less 2% discount if paid within specified time, and exclusive of the California State Sales Tax.

Payment for said envelopes will be made in accordance with delivery and purchase order.

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. 84746 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:
W. DETLEFSEN
Mgr.

FEDERAL ENVELOPE COMPANY
By KENNETH C. HOLLAND, V.P.
Contractor.

I hereby approve the form and legality of the foregoing contract this 22nd day of January, 1947.

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 Federal Envelope Company for furnishing envelopes; being Document No. 359065.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION
DESCRIPTION OF PROPERTY: Lot 31 and 32 Block 220 Subdivision Pacific Beach
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Hornblend Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Fanuel and Gresham
TOTAL AMOUNT TO BE PAID Fifty Dollars. (\$50.00)
NO. OF EQUAL INSTALLMENTS 5 AMOUNT OF EACH INSTALLMENT \$ 10.00

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 J. H. McKINNEY
Deputy City Attorney

OWNER'S
SIGNATURE ARNOLD WITTO
ADDRESS 1336 Hornblend
DATE January 16, 1947

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO

On this 16th day of January, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arnold Witto known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
1/16/47	10.00	1/16/47	4060
2/16/47	10.00		
3/16/47	10.00		
4/16/47	10.00		
5/16/47	10.00		

RECORDED JAN 30 1947 15 Min. Past 11 A.M. in Book 2333 at Page 116 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
O. PRYOR

I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Arnold Witto to City of San Diego; being Document No. 359141.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 25 and 26 Block 11 Subdivision Alhambra Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Contour Blvd.
WATER MAIN HAS BEEN INSTALLED BETWEEN Monroe and Madison
TOTAL AMOUNT TO BE PAID Fifty Dollars. (\$50.00)
NO. OF EQUAL INSTALLMENTS 5 AMOUNT OF EACH 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
APPROVED AS TO FORM:
J. F. DuPAUL City Attorney
By J. H. McKINNEY
Deputy City Attorney

OWNER'S
SIGNATURE MRS. M. NELSON
ADDRESS 4358 Alder Street
DATE January 16, 1947

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO

On this 16th day of January, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. M. Nelson 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.

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
1/16/47	10.00	1/16/47	4054

2/15/47 10.00
3/15/47 10.00
4/15/47 10.00
5/15/47 10.00

RECORDED JAN 30 1947 15 Min. Past 11 A.M. in Book 2333 at Page 117 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
O. PRYOR
I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Mrs. M. Nelson to City of San Diego; being Document No. 369142.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION
DESCRIPTION OF PROPERTY: Lot 45 & 46 Block 9 Subdivision Alhambra Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED 51st Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Madison and Adams
TOTAL AMOUNT TO BE PAID Fifty and no/100 Dollars. (\$50.00)
NO. OF EQUAL INSTALLMENTS 10 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 J. H. McKINNEY
Deputy City Attorney

OWNER'S
SIGNATURE WANDA S. KELLEY
ADDRESS 4664 51st Street
DATE January 21, 1947

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO } ss.

On this 21st day of January, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wanda S. Kelley 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.

SCHEDULE OF PAYMENTS			
DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
1/21/47	\$ 5.00	1/21/47	4070
2/21/47	5.00		
3/21/47	5.00		
4/21/47	5.00		
5/21/47	5.00		
6/21/47	5.00		
7/21/47	5.00		
8/21/47	5.00		
9/21/47	5.00		
10/21/47	5.00		

RECORDED JAN 30 1947 15 Min. Past 11 A.M. in Book 2333 at Page 118 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
O. PRYOR
I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Wanda S. Kelley to City of San Diego; being Document No. 369143.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION
DESCRIPTION OF PROPERTY: Lot 1 & 2 Block 10 Subdivision Alhambra Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Fifty-first Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Madison and Adams

TOTAL AMOUNT TO BE PAID Sixty seven dollars and 50/100 Dollars. (\$67.50)
NO. OF EQUAL First payment AMOUNT OF EACH \$ 12.50
INSTALLMENTS Eleven payments 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 INSTALL-
ATIONS, 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 PASQUALE DI BATTISTA
ADDRESS 1522 Blaine

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 18th day of January, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Pasquale Di Battista known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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 15, 1947

SCHEDULE OF PAYMENTS			
DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
1/11/47	\$ 12.50	1/11/47	#3880
2/11/47	5.00		
3/11/47	5.00		
4/11/47	5.00		
5/11/47	5.00		
6/11/47	5.00		
7/11/47	5.00		
8/11/47	5.00		
9/11/47	5.00		
10/11/47	5.00		
11/11/47	5.00		
12/11/47	5.00		

RECORDED JAN 30 1947 15 Min. Past 11 A.M. in Book 2333 at Page 118 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
O. PRYOR

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Pasquale Di Battista to City of San Diego; being Document No. 359144.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

AGREEMENT - WATER MAIN EXTENSION
DESCRIPTION OF PROPERTY: Lots 41 and 42 Block 9 Subdivision Alhambra Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED 51st Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Madison and Adams
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. 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 INSTALL-
ATIONS, 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 CYRIL E. DANNER
ADDRESS 4545 51st St.
DATE January 22, 1947

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 22nd day of January, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Cyril E. Danner known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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

SCHEDULE OF PAYMENTS			
DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
1/22/47	\$ 5.00	1/22/47	4075
2/22/47	5.00		
3/22/47	5.00		
4/22/47	5.00		
5/22/47	5.00		
6/22/47	5.00		
7/22/47	5.00		
8/22/47	5.00		
9/22/47	5.00		
10/22/47	5.00		

RECORDED JAN 30 1947 15 Min. Past 11 A.M. in Book 2333 at Page 119 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
O. PRYOR
I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Cyril E. Danner to City of San Diego; being Document No. 369145.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION
DESCRIPTION OF PROPERTY: Lot 21 and 22 Block 223 Subdivision Pacific Beach
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Hornblend
WATER MAIN HAS BEEN INSTALLED BETWEEN Daves and Cass
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 CHARLES A. BOATMAN
ADDRESS 1080 Hornblend Street
San Diego, California.
DATE Jan. 16, 1947

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 16th day of January, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles A. Boatman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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

SCHEDULE OF PAYMENTS			
DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
1/16/47	\$ 5.00	1/16/47	4056
2/16/47	5.00		
3/16/47	5.00		
4/16/47	5.00		
5/16/47	5.00		
6/16/47	5.00		
7/16/47	5.00		
8/16/47	5.00		
9/16/47	5.00		
10/16/47	5.00		

RECORDED JAN 30 1947 15 Min. Past 11 A.M. in Book 2333 at Page 120 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
O. PRYOR

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Chas. A. Boatman to City of San Diego; being Document No. 359146.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

INVITATION, BID, AND ACCEPTANCE

Contract No. WAS-33-(p) 123

War Assets Administration, Office of Real Property Disposal, Property, Management Division
215 West Fifth Street, Los Angeles, California December 1 1946

INVITATION

Subject to the conditions on the reverse hereof, for furnishing the following supplies, and/or services, for delivery at Plancor 20, Consolidated Vultee Aircraft Corp. San Diego, Calif./ Thomas Cowger, Jr., Chief, Office Services Division, War Assets Administration Regional Office, Los Angeles, Calif.

Item No. 1 Contractor is to furnish water service to the government-owned facility known as Plancor 20, Consolidated Vultee Aircraft Corporation; (R-Calif.-35), San Diego, California, for the period beginning December 1, 1946, and continuing until further notice, subject, however, to the availability of funds. Custody of above named government-owned facility was officially assumed by the War Assets Administration, Regional Office of Real Property Disposal, Los Angeles, Calif., at 12:01 AM, December 1, 1946, which will be the effective hour and date of this contract.

DESCRIPTION OF SERVICE AND METER NUMBER

The above water service is to be supplied in accordance with Contracting Company's Rate Schedule attached. Meter readings are to be shown at the beginning and end of billing periods even though minimum rates are charged. The Government shall not be required to make payments in advance. Federal Statute (Sec. 515 Revenue Act of 1932 as amended) provides: "No tax shall be imposed under this section upon any payment received for gas, electric, and/or water service furnished to the United States". The Contractor shall give to the Government the full benefit of any reductions in rates which may become effective at any time during the contract period. Rates charged shall not exceed those charged to the public generally.

BID

December 1, 1946

In compliance with the above invitation and subject to all the conditions thereof, the undersigned offers, and agrees, to furnish any or all of the items upon which prices are quoted, at scheduled rates.

Discounts will be allowed for payment as follows: none percent 10 calendar days; none percent 20 calendar days; none percent 30 calendar days.

Bidder City of San Diego, Water Department Address San Diego, California
By F. A. RHODES Title City Manager

ACCEPTANCE BY THE GOVERNMENT

December 1, 1946

Accepted as to items numbered One
Name G. W. TRIPP Title Chief, Cont. and Pur. Br.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Water Service Contract with War Assets Administration covering water and fire service at Consolidated Plant No. 2; being Document No. 359147.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

UNDERTAKING FOR STREET LIGHTING.

Logan Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a Municipal corporation in the County of San Diego, State of California, in the sum of EIGHTY-FIVE and no/100 DOLLARS (\$85.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of January, 1947.

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 LOGAN AVENUE, between the north-westerly line of Evans Street and the easterly line of 25th Street; and 25TH STREET, between the westerly prolongation of the northerly line of Lot 25, Block 4, Reed and Hubbell's Addition, and the westerly prolongation of the southerly line of Block 5 in said Addition, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)
ATTEST:

S. R. ROBINSON
Asst. 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.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 13th day of January, A.D., 1947, 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 23rd day of January, 1947.

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. 84853 passed and adopted on the 24th day of December, 1946, require and fix the sum of \$85.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego, California.
By AUGUST M. WADSTROM Deputy

CONTRACT FOR STREET LIGHTING.

Logan Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 28th day of January, 1947, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located along the following streets in the City of San Diego, California, to-wit:

LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street; and

26TH STREET, between the westerly prolongation of the northerly line of Lot 25, Block 4, Reed and Hubbell's Addition, and the westerly prolongation of the southerly line of Block 5 in said Addition,

Such furnishing of electric current shall be for a period of one year from and including November 16, 1946, to-wit, to and including November 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 Logan Avenue Lighting District No. 1", filed September 30, 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 Three Hundred Thirty-nine and no/100 Dollars (\$339.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Logan Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Three Hundred Thirty-nine and no/100 Dollars (\$339.00) shall be paid out of any other fund than said special fund designated as "Logan Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Three Hundred Thirty-nine and no/100 Dollars (\$339.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" 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:

S. R. ROBINSON
Asst. 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
 ELMER H. BLASE
 CHAS. C. DAIL
 VINCENT T. GODFREY
 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 23rd day of January, 1947.

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 Logan Avenue Lighting District No. 1. being Document No. 369156.

FRED W. SICK
 City Clerk of The City of San Diego, California.
 By J. F. DuPaul Deputy.

UNDERTAKING FOR STREET LIGHTING.

El Cajon Boulevard Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED SEVENTY-TWO and no/100 DOLLARS (\$572.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of January, 1947.

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 EL CAJON BOULEVARD, between the west line of Texas Street and the west line of Fairmount Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO GAS & ELECTRIC COMPANY, or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)

ATTEST:

S. R. ROBINSON
 Asst. Secretary

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY, Vice President in Charge
 Principal. of Sales.

(SEAL)

THE CENTURY INDEMNITY COMPANY

By FRANKLIN T. HALE Attorney-in-Fact
 Surety.

STATE OF CALIFORNIA, } ss.
 COUNTY OF SAN DIEGO }

On this 10th day of January, A.D., 1947, 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 23rd day of January, 1947.

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. 84852 passed and adopted on the 24th day of December, 1946, require and fix the sum of \$572.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
 City Clerk of The City of San Diego.
 By AUGUST M. WADSTROM
 Deputy.

CONTRACT FOR STREET LIGHTING.

EL CAJON BOULEVARD LIGHTING DISTRICT NO. 1

THIS AGREEMENT, made and entered into this 28th day of January, 1947, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of

the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located along the following street in the City of San Diego, California, to-wit: EL CAJON BOULEVARD, between the west line of Texas Street and the west line of Fairmount Avenue.

Such furnishing of electric current shall be for the period of one year from and including December 1, 1946, to-wit: to and including November 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 El Cajon Boulevard Lighting District No. 1", filed October 2, 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 Two Hundred Eighty-four and 80/100 Dollars (\$2,284.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "El Cajon Boulevard Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Two Hundred Eighty-four and 80/100 Dollars (\$2,284.80) shall be paid out of any other fund than said special fund designated as "El Cajon Boulevard Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Thousand Two Hundred Eighty-four and 80/100 Dollars (\$2,284.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" 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:

S. R. ROBINSON
Asst. 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
ELMER H. BLASE
CHAS. C. DAIL
VINCENT T. GODFREY
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 January, 1947.

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 Co. for El Cajon Boulevard Lighting District No. 1; being Document No. 359157.

FRED W. SICK
City Clerk of The City of San Diego, California.
By J. H. McKinney Deputy

UNDERTAKING FOR STREET LIGHTING.

Five Points Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 10th day of January, 1947.

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 INDIA STREET, KETTNER BOULEVARD, CALIFORNIA STREET, MOORE STREET, HANCOCK STREET, WASHINGTON STREET and WINDER STREET, within the limits and as particularly described in Resolution of Intention No. 84178, adopted by the Council of said City September 24, 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:

S. R. ROBINSON
Asst. Secretary

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY, Vice President in
Principal Charge of Sales.

THE CENTURY INDEMNITY COMPANY
By FRANKLIN T. HALE Attorney-in-Fact
Surety

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 10th day of January, A.D., 1947, 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 23rd day of January, 1947.

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. 84854 passed and adopted on the 24th day of December, 1946, require and fix the sum of \$334.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.
By AUGUST M. WADSTROM
Deputy.

CONTRACT FOR STREET LIGHTING.

Five Points Lighting District No. 1

THIS AGREEMENT, made and entered into this 28th day of January, 1947, 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:

INDIA STREET, between the southeasterly line of Washington Street and the northwesterly line of Chalmers Street;

KETTNER BOULEVARD, between the southeasterly line of Winder Street and the northwesterly line of Chalmers Street;

CALIFORNIA STREET, between a line parallel to and distant 10.00 feet northwesterly from the southwesterly prolongation of the southeasterly line of Pringle Street, and the northerly line of Hancock Street;

MOORE STREET, between the southeasterly line of Noell Street and the southwesterly line of California Street;

HANCOCK STREET, between the northwesterly line of Washington Street and the northwesterly line of Chalmers Street;

WASHINGTON STREET, between the northwesterly prolongation of the northeasterly line of Pacific Highway, and the northeasterly line of India Street; and

WINDER STREET, between the northeasterly line of Hancock Street and the southwesterly line of Kettner Boulevard.

Such furnishing of electric current shall be for a period of one year from and including August 5, 1946, to-wit: to and including August 4, 1947.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Five Points Lighting District No. 1", filed September 30, 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 Thirty-four and 40/100 Dollars (\$1,334.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Five Points Lighting District No. 1 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 Thirty-four and 40/100 Dollars (\$1,334.40) shall be paid out of any other fund than said special fund designated as "Five Points Lighting District No. 1 Fund".

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and 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 Thirty-four and 40/100 Dollars (\$1,334.40).

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)
ATTEST:
S. R. ROBINSON
Asst. 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
ELMER H. BLASE
CHAS. C. DAIL
VINCENT T. GODFREY
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 January, 1947.
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 Five Points Lighting District No. 1; being Document No. 369158.

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, Mrs. Caroline Hertel is the owner of Lot 22, Block 53, of Ocean Beach,
NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of January, by Mrs. Caroline Hertel, I will, for and in consideration of the permission granted to remove 25 feet of curbing on Sunset Cliffs between Newport Avenue and Santa Monica adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

CAROLINE HERTEL
810 Tribune Tower
Oakland, California

I N D I V I D U A L A C K N O W L E D G M E N T

STATE OF CALIFORNIA, } ss.
COUNTY OF ALAMEDA }

On this 16th day of January, A.D. Nineteen Hundred and 47 before me Maurice J. Bleuel, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Caroline Hertel 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 Oakland, County of Alameda, State of California, the day and year in this certificate first above written.

(SEAL)
MAURICE J. BLEUEL
Notary Public in and for the County of Alameda, State of California.
I hereby approve the form of the foregoing agreement this 23rd day of January, 1947.
J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JAN 30 1947 15 Min, Past 11 A.M. in Book 2333 at page 123 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 Mrs. Caroline Hertel to City of San Diego; being Document No. 369160.

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, Joe M. Mobley is the owner of Lot E, F, & G, Block D, of Horton's Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of Jan '47, by Joe M Mobley. I will, for and in consideration of the permission granted to remove 24' feet of curbing on 1st between F and G. st. adjacent to the above described property, bind me to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself 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 M. MOBLEY
4807 Kensington Dr.
San Diego, Calif.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 16th day of Jan, A.D. Nineteen Hundred and forty-seven before me I. L. Barker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joe M Mobley known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 23rd day of January, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JAN 30 1947 15 Min. Past 11 A.M. in Book 2333 at Page 121 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H I ERB
O. PRYOR

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County REcorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Joe M. Mobley to City of San Diego; being Document No. 369161.

FRED W. SICK
City Clerk of The City of San Diego, California.
By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS, That CAMPBELL CHEVROLET CO., a co-partnership, 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 THOUSAND SEVENTY-SEVEN and no/100 Dollars (\$4,077.00), lawful money of the United States of America to be 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 January, 1947

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver: 7 - Chevrolet dump trucks, Model No. 6103HDCab, not less than 1-1/2 ton capacity, 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:

CAMPBELL CHEVROLET CO., a co-partnership
ROY B CAMPBELL
Principal

(SEAL)
ATTEST:

GREAT AMERICAN INDEMNITY COMPANY Surety
By L DOSTER
By E. K. JAMES
Attorneys-in-fact

I hereby approve the form of the within Bond, this 23rd day of January 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 24th day of January 1947.

F. A. RHODES
City Manager

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 21st day of January 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 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.

R L PAINE

(SEAL)

Notary Public in and for the County of San Diego
State of California

My Commission will Expire 1-13-50

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 21st day of January, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CAMPBELL CHEVROLET CO., 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 furnish and deliver to said City: 7 - 1946 Chevrolet dump trucks, Model No. 6103-HD Cabs, of not less than 1-1/2 ton capacity, in substantial compliance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 367549.

Said contractor hereby agrees to furnish and deliver the said dump trucks at and for the price of \$2329.51 each, total \$16,306.57, exclusive of the California State Sales Tax.

Said contractor agrees to make delivery of said dump trucks within thirty (30) to sixty (60) days from receipt of purchase order, subject to delays beyond contractor's control.

If the manufacturer makes general increases to the trade in the price of said dump trucks, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, 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 by the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of \$16,306.57, exclusive of the California State Sales Tax.

Payment for said dump trucks 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. 84849 of the Council authorizing such execution, and the contractor has caused this contract 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:

CAMPBELL CHEVROLET CO.,
a co-partnership
By ROY B CAMPBELL
Contractor

I hereby approve the form and legality of the foregoing contract this 23rd day of January, 1947

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 Campbell Chevrolet Company for furnishing 7 Chevrolet dump trucks; being Document No. 369235.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. SICK DeputyUNDERTAKING FOR STREET LIGHTING.
Roseville Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Travelers Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED THIRTY-TWO and no/100 DOLLARS (\$132.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of January, 1947.

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 UDAL STREET, VOLTAIRE STREET, WHITTIER STREET, XENOPHON STREET, YONGE STREET, EDITH LANE, PLUM STREET AND WILLOW STREET, within the limits and as particularly described in Resolution of Intention No. 83839, adopted by the Council on August 6, 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:

S. R. ROBINSON
Asst. SecretarySAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Principal
Vice President in Charge of Sales

ATTEST:

-(SEAL) THE TRAVELERS INDEMNITY COMPANY
By FRANKLIN T. HALE
Surety Attorney-in-Fact.STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 20th day of January, 1947, before me personally came FRANKLIN T. HALE to me known, who being by me duly sworn, did depose and say: that he--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.

FRANCES S. BOWERS
Notary Public

(SEAL)

My commission expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 15th day of January, 1947.

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. 84941 passed and adopted on the 7th day of January, 1947, require and fix the sum of \$132.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of the City of San Diego.
By AUGUST M. WADSTROM
Deputy.CONTRACT FOR STREET LIGHTING.
Roseville Lighting District No. 1

THIS AGREEMENT, made and entered into this 28th day of January, 1947, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located along the following streets in the City of San Diego, California, to-wit:

UDAL STREET, between the northwesterly line of Plum Street and the southeasterly line of Willow Street;

VOLTAIRE STREET, between the southeasterly line of Clove Street and the southeasterly line of Willow Street;

WHITTIER STREET, between the southeasterly line of Clove Street and the northwesterly line of Locust Street;

XENOPHON STREET, between the southeasterly line of Clove Street and the southeasterly line of Willow Street;

YONGE STREET, between the southeasterly line of Clove Street and the southeasterly line of Willow Street;

EDITH LANE, for its entire length;

PLUM STREET, between the southwesterly line of Udal Street and the northeasterly line of Yonge Street; and

WILLOW STREET, between the southwesterly line of Udal Street and the northeasterly line of Yonge Street.

Such furnishing of electric current shall be for a period of one year from and including October 15, 1946, to-wit, to and including October 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 Roseville Lighting District No. 1", filed September 30, 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 Hundred Twenty-five and no/100 Dollars (\$525.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Roseville Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Five Hundred Twenty-five and no/100 Dollars (\$525.00) shall be paid out of any other fund than said special fund designated as "Roseville Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Five Hundred Twenty-five and no/100 Dollars (\$525.00).

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:

S. R. ROBINSON
Asst. 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

ELMER H. BLASE

CHAS. C. DAIL

VINCENT T. GODFREY

Members of the Council

ATTEST:

(SEAL)

FRED W. SICK
City Clerk.

By AUGUST M. WADSTROM
Deputy

I hereby approve the form of the foregoing Contract, this 29th day of January, 1947.

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 Roseville Lighting District No. 1; being Document No. 369236.

A G R E E M E N T

FOR THE CONSTRUCTION OF SEWER MAIN CROSSINGS OF EL CAJON BOULEVARD (XI-SD-12-SD) AT 52ND ST., 70TH ST., AND 72ND ST. IN THE CITY OF SAN DIEGO AND FOR A SEWER MAIN IN LOIS ST. IN THE COUNTY OF SAN DIEGO, BETWEEN THE SOUTHERLY BOUNDARY LINE OF THE CITY OF SAN DIEGO AND THE NORTHERLY BOUNDARY LINE OF THE CITY OF LA MESA, AND APPURTENANT WORKS FOR THE CITY OF SAN DIEGO, CALIFORNIA.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 23rd day of January, 1947 by and 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 CAMERON BROTHERS, a co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the city, and the sums of money hereinafter designated to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City, to furnish all materials (except the cast iron pipe), 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 construction of SEWER CROSSINGS OF EL CAJON BOULEVARD (XI-SD-12-SD) AT 52ND ST., 70TH ST., and 72ND ST. IN THE CITY OF SAN DIEGO, AND FOR A SEWER MAIN IN LOIS ST. IN THE COUNTY OF SAN DIEGO, BETWEEN THE SOUTHERLY BOUNDARY LINE OF THE CITY OF SAN DIEGO AND THE NORTHERLY BOUNDARY LINE OF THE CITY OF LA MESA, as shown on the drawings and described in the specifications hereto attached, and to do everything required by this Agreement, and said specifications and drawings.

ARTICLE II. The Contractor agrees to furnish all said materials and labor, to furnish and remove all plant, equipment and tools, and do all the work contemplated and embraced in this Agreement; also to assume 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 to assume all risks of every description connected with the work; also, to bear all expenses incurred by or in consequence of the suspension or discontinuance of work; and that he will faithfully complete the work in its entirety, in the manner shown and described in the said drawings and specifications and in accordance with the requirements of the City Engineer. The City agrees to pay and the Contractor agrees to accept payment at the price bid therefor under SCHEDULES A AND B of the Proposal hereto attached as full compensation under this agreement.

ARTICLE III. The City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials, except the cast iron pipe, and to do the work according to the terms and conditions 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 or The City of San Diego.

ARTICLE VI. No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far 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 VII. The Contractor shall keep harmless and indemnify The City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of anyone, for use by The City of San Diego, its officers or agents, or any article supplied by the Contractor under this Contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VIII. The contract documents including the Notice Inviting Bids, the Instruction to Bidders, the Proposal, the plans and specifications 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. 367539 on December 2, 1946, are hereby incorporated in and made a part of this Agreement.

ARTICLE IX. "FEDERAL HINDRANCE" - In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war, in which the United States and its allies were engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefor mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the Contractor shall be prevented by reason of any Federal law, valid rule, order, or regulation from securing the material, equipment, or manpower necessary to perform this contract, the following equitable procedure shall govern:

The Contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required, he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the Contractor, the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the Contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the Contractor, terminate this contract.

If the contract is cancelled, the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the Contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by the City Manager of The City of San Diego, under and pursuant to a resolution of the City Council authorizing such execution, and the Contractor has executed this contract the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F. A. RHODES
City Manager

CAMERON BROTHERS
By WM. CAMERON
Contractor

I hereby approve the form of the foregoing contract, this 24th day of January, 1947.

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 CAMERON BROTHERS, a co-partnership, as principal and General Casualty Company of America, a corporation organized and existing under the laws of the State of Washington with its principal offices 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 Five thousand three hundred sixty--(\$5,360.00) (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 23rd day of January, 1947.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials (except the cast iron pipe), labor, tools, appliances, equipment, and other expenses necessary or incidental to the construction of Sewer Main Crossings of El Cajon Boulevard (XI-SD-12-SD) at 52nd St., 70th St., and 72nd St. in the City of San Diego, and for a sewer main in Lois St. in the County of San Diego, between the southerly boundary line of the City of San Diego and the northerly boundary line of the City of La Mesa, 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 2nd day of December, 1946, marked "Document No. 367539", 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 THE 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, the name and corporate seal of the corporate party being hereto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

CAMERON BROTHERS
Principal
By WM. CAMERON

ATTEST:
(SEAL)

GENERAL CASUALTY COMPANY OF AMERICA
By FRANK FIEGER
Attorney-in-fact

STATE OF California COUNTY OF San Diego ss.

On this 23rd day of January, 1947, personally appeared before me Frank Fieger the Attorney-in-fact of the General Casualty Company of America, with whom I am personally acquainted, who being by me duly sworn stated that he resides in the city of San Diego, in the State of California: that he is attorney-in-fact of the General Casualty Company of America, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in-fact under like authority, and that said authority has not been revoked or rescinded.

(SEAL)
NOTARY AFFIDAVIT.

SHIRLEY F. WILSON
Notary Public San Diego Co., Calif.
My Commission Expires August 21, 1948

I hereby approve the form of the within bond this 24th day of January, 1947.

J. F. DuPAUL
City Attorney of the City of San Diego
By B. L. COMPARET
Deputy

Approved by the City Manager of The City of San Diego, this 27th day of January, 1947.

F. A. RHODES
City Manager

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, that CAMERON BROTHERS, a co-partnership, 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 Two Thousand six hundred eighty--Dollars (\$2,680.00), (not less than fifty percent 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 made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of January, 1947,

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials (except the cast iron pipe), labor, tools, appliances, equip-

ment, and other expenses necessary or incidental to the construction of Sewer Main Crossings of El Cajon Boulevard (XI-SD-12-SD) at 52nd St., 70th St., and 72nd St. in the City of San Diego, and for a sewer Main in Lois St. in the County of San Diego, between the southerly boundary line of the City of San Diego and the northerly boundary line of the City of La Mesa, 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 2nd day of December, 1946, marked "Document No. 367539", copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of Two thousand six hundred eighty--Dollars (\$2,680.00) being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons companies or corporations who perform labor on, or furnish materials to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Chapter 3 of Division 5 of Title One of the Government Code of the State of California, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the said Chapter 3, Division 5 of Title One of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Chapter 3 and/or under section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument, the name and the corporate seal of the corporate party being hereto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

CAMERON BROTHERS

Principal

By WM. CAMERON

ATTEST:
(SEAL)

GENERAL CASUALTY COMPANY OF AMERICA

Surety

By FRANK FIEGER

Attorney-in-fact

I hereby approve the form of the within Bond this 27th day of January, 1947.

J. F. DuPAUL

City Attorney of the City of San Diego, California.

By J. A. McKINNEY

Deputy

Approved by the City Manager of The City of San Diego this 27th day of January, 1947.

F. A. RHODES

City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Cameron Brothers for Sewer Main Crossings of El Cajon Boulevard and Lois St.; being Document No. 369260.

FRED W. SICK

City Clerk of The City of San Diego, California.

By J. T. Tatten Deputy.

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Ralph R. Radford is the owner of Lot 1/2 33, all 34, 35, Block 132, of Mannasse & Schiller Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 19 day of Dec., by Ralph R. Radford. I will, for and in consideration of the permission granted to remove 16' feet of curbing on National between 16th St. and Seigby 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 I 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 R. RADFORD

3033 Quince

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 19 day of Dec, A.D. Nineteen Hundred and Forty Six before me H E Decker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ralph R Redford known to me to be the person described in and whose name he subscribed to the within instrument, and acknowledged to me that Ralph R Redford executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 DECKER
Notary Public in and for the County of San Diego, State of
California.

I hereby approve the form of the foregoing agreement this 27th day of January, 1947.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK.

Deputy City Attorney

RECORDED JAN 30 1947 15 MIN PAST 11 AM. in Book 2333 at Page 124 of Official Records,
San Diego Co., Cal.

ROGER N. HOWE, COUNTY RECORDER
By Deputy H I ERB

I certify that I have correctly transcribed this document in above mentioned book.

O PRYOR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb
Removal Agreement from Ralph R. Radford to City of San Diego; being document No. 369263

FRED W. SICK City Clerk of The City of San Diego, California,

By

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 _____ as Surety, are held and firmly bound
unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of Cal-
ifornia, in the sum of SIX HUNDRED SIXTY THREE and no/100 Dollars (\$663.00), lawful money of
the United States of America, to be 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 January, 1947

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said prin-
cipal has entered into the annexed contract with The City of San Diego, to furnish and deliver:
1 - Model K-7 International Truck, 176" wheelbased with 9.00x20 10P tires front and dual rear
on spoke wheels, 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)

SANFORD B. WHITE
Secretary

INTERNATIONAL HARVESTER COMPANY

W C SCHUMACHER

W.C. Schumacher Vice President Principal.

ATTEST:

(SEAL)

THERESA FITZGIBBONS
Theresa Fitzgibbons Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By D E GORTON

Surety

D. E. Gorton Attorney in Fact

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) ss.

On this 23rd day of January, 1947, 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 At-
torney-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 28th. day of January, 1947

J. F. DuPAUL

City Attorney.

By B L COMPARET.

Deputy City Attorney.

I hereby approve the foregoing bond this 29th day of January 1947.

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 January, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in
the County of San Diego, State of California, the party of the first part, and hereinafter
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: 1 - Model K-7 Interna-
tional truck, 176" wheelbase with 9.00x20 10P tires front and dual rear on spoke wheels, in
accordance with the specifications therfor on file in the office of the City Clerk of said
City under Document NO. 367511.

Said contractor hereby agrees to furnish and deliver said equipment above described at
and for the price of Two Thousand Six Hundred Forty-eight and 07/100 Dollars (\$2648.07), in-
cluding the California State Sales Tax.

In the event O.P.A. authorizes an increase in price of said equipment prior to date of
delivery to The City of San Diego, the amount of such increase may be added to the price here-
inabove 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 delivery 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 contractor agrees to make delivery immediately upon receipt of purchase order.

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 Two Thousand Six Hundred Forty-eight and 07/100 Dollars (\$2648.07), 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. 84851 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:

SANFORD B WHITE
Secretary

(SEAL)

INTERNATIONAL HARVESTER COMPANY
W C SCHUMACHER Contractor
W. C. Schumacher Vice President

I hereby approve the form and legality of the foregoing contract this 28th day of January, 1947.

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 International Harvester Co. for 1 truck; being document No. 369270.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. W. S. Sick Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY HADDOCK-ENGINEERS, LTD., UNDER ITS CONTRACT FOR THE CONSTRUCTION OF A PORTION OF TRUNK SEWER NO. 2, OLD TOWN TO CUDAHY AND LINDA VISTA CONNECTIONS, 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 Haddock-Engineers, Ltd., under its contract for the construction of a portion of Trunk Sewer No. 2, Old Town to Cudahy and Linda Vista Connections, in The City of San Diego, California, and which contract is dated March 11, 1946, and is on file in the office of the City Clerk of said City as Document No. 360421, have been performed and furnished to the satisfaction of the City Manager of said City on January 14, 1947.

YOU ARE FURTHER NOTIFIED THAT the Council of The City of San Diego on January 28, 1947,

by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by Haddock-Engineers, Ltd. 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 28th day of January, 1947.

(SEAL)

THE CITY OF SAN DIEGO.
By FRED W. SICK
City Clerk.

RESOLUTION NO. 85099

WHEREAS, it appears by a communication from Neal D. Smith, City Engineer, approved by the City Manager of The City of San Diego, on file in the office of the City Clerk of said City, that the work performed and materials furnished by Haddock-Engineers, Ltd., under the contract for the construction of a portion of Trunk Sewer No. 2, Old Town to Cudahy and Linda Vista Connections, in The City of San Diego, California, which contract is dated March 11, 1946, and is on file in the office of the City Clerk of said City as Document No. 360421, 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 Haddock-Engineers, Ltd., under the contract for the construction of a portion of Trunk Sewer No. 2, Old Town to Cudahy and Linda Vista Connections, 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 of said City 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 the city.

Passed and adopted by the said Council of the said City of San Diego, California, this 28th day of January, 1947, by the following vote, to-wit:

YEAS--Councilmen: Crary, Wincote, Blase, Dail, Godfrey

NAYS--Councilmen: None

ABSENT--Councilman: Boud, 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 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. 85099 of the Council of the City of San Diego, California, as adopted by said Council Jan 28 1947

FRED W. SICK
City Clerk
By F T PATTEN
Deputy

RECORDED JAN 30 1947 15 Min Past 11 AM. in Book 2333 at Page 109 of Official Records, San Diego Co., Cal
Recorded at request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H I ERB

I certify that I have correctly transcribed this document in above mentioned book.

O PRYOR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY THAT the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of Work and Materials for Trunk Sewer No. 2, Old Town to Cudahy and Linda Vista Connection-Haddock-Engineers, Ltd.; being Document No. 369274.

FRED W. SICK
City Clerk of The City of San Diego, California.
By F T Patten Deputy

AMENDMENT TO LEASE CONCESSION AND AGREEMENT

WHEREAS, The City of San Diego and J. L. Redding heretofore entered into a certain Lease and Concession Agreement, on file in the office of the City Clerk of said City of San Diego under Document No. 367694, whereby the City leased to said J. L. Redding for one month and thereafter from month to month, certain lands therein described, together with the privilege or concession to operate one or more amphibious vehicles for the carriage of passengers for rides on Mission Bay; NOW, THEREFORE,

IT IS HEREBY AGREED by and between THE CITY OF SAN DIEGO and said J. L. REDDING that said Lease and Concession Agreement is hereby amended by substituting for sub-paragraph (d), on page one of said Lease and Concession Agreement, the following words: "(d) The Concessionaire shall at all times maintain in force a policy of public liability insurance, in which The City of San Diego and the Concessionaire are named as insured, covering liability to passengers carried by Concessionaire in an amount not less than \$5,000.00 for any one person and \$50,000.00 for any one accident."

In all other respects, the said Lease and Concession Agreement shall remain unchanged.

Dated January 30, 1947.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

J. L. REDDING
Lessee and Concessionaire

I HEREBY APPROVE the form and legality of the foregoing Amendment to Lease Concession and Agreement this 30th day of January, 1947.

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 Amendment to lease and Concession Agreement with J. L. Redding; being Document No. 369361.

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

THIS AGREEMENT, made and entered into this 28th 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 the "City", and LA JOLLA COUNTRY CLUB, INC., second party, WITNESSETH:

It is mutually agreed and understood by both parties herein that that certain lease made and entered into as of March 1, 1938, by and between the parties herein, as authorized by Ordinance No. 1345 (New Series) of the Ordinances of The City of San Diego, adopted March 8, 1938, covering the property particularly described as follows:

That portion of Pueblo Lot 1284 of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in 1870, a certified copy of which map is filed as Miscellaneous Map No. 36 in the Office of the County Recorder of San Diego County, California, particularly described as follows:

Beginning at a point on the southerly line of said Pueblo Lot 1284, which bears north 74° 34' 15" east 1000.00 feet from the southwesterly corner of said Pueblo Lot 1284, said point of beginning being also the southwesterly corner of that certain parcel of land dedicated for public park purposes September 6, 1927, by Ordinance No. 11289 of the ordinances of The City of San Diego; thence north 37° 51' 32" west along the southwesterly line of said public park, a distance of 405.12 feet to an intersection with the southwesterly line of Country Club Drive in said Pueblo Lot 1284; thence in a general northwesterly direction following the southwesterly line of said Country Club Drive to an intersection with the northerly line of the southerly 58.33 acres of said Pueblo Lot 1284; thence south 74° 39' west along said northerly line, a distance of 217.00 feet to an intersection with the westerly line of said Pueblo Lot 1284; thence southerly along the westerly line of said Pueblo Lot 1284, a distance of 969.05 feet to the southwesterly corner of said Pueblo Lot 1284; thence north 74° 34' 15" east along the southerly line of said Pueblo Lot 1284, a distance of 1000.00 feet to the point of beginning; containing 15.52 acres of land, a map or plat of said lands being attached to said lease and filed in the office of the City Clerk of said City under Document No. 307090;

Be, and the same is hereby cancelled and no longer in force or effect.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinances No. 3216 (New Series) of the Ordinances of The City of San Diego, authorizing such execution, and said second party has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

LA JOLLA COUNTRY CLUB, INC., Second Party,

By L. H. DIFFENDERFER, President

By CHAS E ROTON Secy.

ATTEST:

J E FITZGERALD

Approved by the Board of Directors La Jolla Country Club at their regular meeting, Aug. 21, 1946.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 3rd day of July, 1946.

J. F. DuPAUL, City Attorney,

By EDWARD H LAW

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with La Jolla Country Club, Inc. cancelling Lease Entered into as of 3/1/38; being Document No. 369379.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. W. Allen Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 28th 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", acting by and through the City Manager of said City, and LA JOLLA COUNTRY CLUB, INC., a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the "Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described property situated in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

That portion of Pueblo Lot 1284 of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in 1870, a certified copy of which map is filed as Miscellaneous Map No. 36, in the Office of the County Recorder of San Diego County, California, particularly described as follows:

Beginning at a point on the southerly line of said Pueblo Lot 1284, which bears north 74° 34' 15" east 1000.00 feet from the southwesterly corner of said Pueblo Lot 1284, said point of beginning being also the southwesterly corner of that certain parcel of land dedicated for public park purposes September 6, 1927, by Ordinance No. 11289 of the ordinances of The City of San Diego; thence north 37° 51' 32" west along the southwesterly line of said public park, a distance of 405.12 feet to an intersection with the southwesterly line of Country Club Drive in said Pueblo Lot 1284; thence in a general northwesterly direction following the southwesterly line of said Country Club Drive to an intersection with the northerly line of the southerly 58.33 acres of said Pueblo Lot 1284; thence south 74° 39' west along said northerly line, a distance of 217.00 feet to an intersection with the westerly line of said Pueblo Lot 1284; thence southerly along the westerly line of said Pueblo Lot 1284, a distance of 969.05 feet to the southwesterly corner of said Pueblo Lot 1284; thence north 74° 34' 15" east along the southerly line of said Pueblo Lot 1284, a distance of 1000.00 feet to the point of beginning; containing 15.52 acres of land, a map or plat of said lands being attached to the former lease with said La Jolla Country Club, Inc., filed in the office of the City Clerk of said City under Document No. 307090.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Lessee for a period of time extending from July 1, 1946 to and including February 28, 1958, at a rental payable as follows: \$26.67 payable on July 1, 1946, \$40.00 payable on March 1, 1947, \$250.00 payable on March 1, 1948 and \$250.00 payable on March 1st each and every year thereafter up to and including March 1, 1947.

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 City Manager expressed in writing.

Said Lessee does hereby promise and agree with said City that it will maintain on said premises a golf course for the use of permanent and transient residents of The City of San Diego, subject to such reasonable rules for the use of same as Lessee may prescribe, and may use portions of said premises for tennis and other outdoor sports.

The Lessee does hereby promise and agree to pay said City the said rent, in the manner hereinabove provided, and to perform the covenants herein contained, and that at the expiration of this lease, or cancellation thereof, said Lessee will quit and surrender the said premises in as good state and condition as reasonable use thereof will permit.

Said City hereby agrees that the Lessee may remove from said premises any improvements which said Lessee may place thereon; provided, that said improvements shall be removed within thirty (30) days after the termination of this lease for any cause.

The City hereby reserves the right to terminate this lease at any time by giving at least sixty (60) days written notice of such termination to Lessee and by tendering to said Lessee a proportionate part of any rentals paid in advance by said Lessee.

It is further agreed and understood that said Lessee will save the City 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 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. 3216 (New Series) of the Ordinances of The City of San Diego authorizing such execution, and said second party has caused this agreement to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

ATTEST:
J E FITZGERALD

LA JOLLA COUNTRY CLUB, INC., Second Party
By L. H. DIFFENDERFER, President
By CHAS E ROTON Secy.

Approved by the Board of Directors, La Jolla Country Club at their regular meeting, August 21, 1946.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 3rd day of July, 1946.

EHL/M

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 La Jolla Country Club, Inc.; being Document No. 369380.

FRED W. SICK
City Clerk of the City of San Diego, California..
By J. T. Allen Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between William F. Runnels Owner, and The City of San Diego, dated July 30th, 1946, recorded in the office of the Recorder of San Diego County, California, on August 16, 1946, in Book 2216, Page 30, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G E ARNOLD
Assistant City Manager

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 3rd day of February, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote Jr., a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

CLARK M. FOOTE JR
Notary Public in and for the County of San Diego, State of
California.
My Commission Expires March 16, 1947.

RECORDED FEB 6 1947 40 Min Past 9 AM. in Book 2342 at Page 85 of Official Records, San
Diego Co., Cal
Recorded at request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

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 Satis-
faction of Contract from City of San Diego to William F. Runnells; being Document No. 369432.

FRED W. SICK
City Clerk of The City of San Diego, California.
By F. W. Sick Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 30 BLOCK 7 SUBDIVISION Alhambra Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Contour Boulevard
WATER MAIN HAS BEEN INSTALLED BETWEEN 52nd AND Monroe
TOTAL AMOUNT TO BE PAID Seventy DOLLARS. (\$ 70.00)
NO. OF EQUAL INSTALLMENTS 15.00 Cash & 5 AMOUNT OF EACH INSTALLMENT \$11.00

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 INSTALL-
ATION 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, HERE-
BY 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 ARTHUR W. DOWN
ADDRESS 4554 Contour Blvd.

APPROVED AS TO FORM:

J. F. DuPAUL
City Attorney

BY J. H. MCKINNEY
Deputy City Attorney

DATE JAN 25, 1947

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO } ss.

ON THIS 25th DAY OF JANUARY, A.D. NINETEEN HUNDRED AND 47 BEFORE ME _____, A NOTARY PUBLIC
IN AND FOR SAID COUNTY, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED
Arthur W. Down KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHOSE NAME IS SUBSCRIBED TO THE
WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY
OFFICE IN San Diego, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, THE DAY AND YEAR IN THIS CER-
TIFICATE 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
1/25/47	15.00	1/25/47	4085
2/25/47	11.00		
3/25/47	11.00		
4/25/47	11.00		
5/25/47	11.00		
6/25/47	11.00		

RECORDED FEB 6 1947 40 Min Past 9 AM. in Book 2342 at Page 80 of Official Records, San Diego
Co., Cal.
Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

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 Pay-
ment for Installation of Water Main Agreement from Arthur W. Down to City of San Diego; being
Document No. 369433.

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, Grace Viola Bendler is the owner of Lot 5, Block 3, of Valencia Park Unit #1- on San Jacinto Drive

NOW, THEREFORE, This AGREEMENT, signed and executed this 23rd day of Dec 1946, by Grace Viola Bendler. I will, for and in consideration of the permission granted to remove 18' feet of curbing on San Jacinto Drive between Trinidad Way & (Manzanares) and Manzanares 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 myself ___ heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

GRACE VIOLA BENDLER
5366 Santa Maria Terrace

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 23rd day of Dec, A.D. Nineteen Hundred and Forty-six before me Fred Miller, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Grace Viola Bendler known to me to be the person described in and whose name ___ subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in National City, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

FRED MILLER
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 4th day of February, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 20 1947 10 AM. in Book 2330 at Page 490 of Official Records, San Diego, Co., Cal.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy A S GRAY

I certify that I have correctly transcribed this document in above mentioned book.

W J MCCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full true and correct copy of Curb Removal Agreement from Grace Viola Bendler to City of San Diego; being Document No. 369440.

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, Robert M. and Dorothy C. Golden are the owners of Portions of Lots 74 and 75, of Point Loma Villas,

NOW, THEREFORE, This AGREEMENT, signed and executed this 27th day of January, by Robert M. and Dorothy C. Golden. We will, for and in consideration of the permission granted to remove 18 feet of curbing on Elliott between Chatsworth and Narcissus 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 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.

ROBERT M GOLDEN
DOROTHY C. GOLDEN
3641 Elliott Street, San Diego, California

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 27 day of January, A.D. Nineteen Hundred and 47 before me Edward H. Chew, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert M. Golden and Dorothy C. Golden 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)

EDWARD H. CHEW
Notary Public in and for the County of San Diego,
State of California

My commission expires Feb. 2, 1948

I hereby approve the form of the foregoing agreement this 4th day of February, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 20 1947 10 AM. in Book 2330 at Page 491 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy A S GRAY

I certify that I have correctly transcribed this document in above mentioned book.

W J MCCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Robert M. Golden to City of San Diego; being Document No. 369441

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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. G. Fenton is the owner of Lot 75 and 76, of Point Loma Villas.

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of January, by H. G. Fenton. I will, for and in consideration of the permission granted to remove 14 feet of curbing on Elliott St. between Chatsworth and Narcissus. 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.

H. G. FENTON
2630 Chatsworth

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO

On this 29th day of January, A.D. Nineteen Hundred and Forty-seven before me the undersigned, a Notary Public in and for said County, residing therein, duly commissioned, and sworn personally appeared H.G. Fenton known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

D. O. LOCKMAN JR.
Notary Public in and for The County of San Diego,
State of California.
My Commission Expires July 20, 1947

I hereby approve the form of the foregoing agreement this 4th day of February, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 20 1947 10 AM. in Book 2330 at Page 492 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A S GRAY

I certify that I have correctly transcribed this document in above mentioned book.

W J MCCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from H. G. Fenton to City of San Diego; being Document No. 369442.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Caesar F. Pastore is the owner of Lots 5 and 6, Block 107, of Roseville.

NOW, THEREFORE, this AGREEMENT, signed and executed this 3rd day of Feb. 1947, by Caesar F. Pastore. I will, for and in consideration of the permission granted to remove 30 feet of curbing on Lowell between Rosecrans & Locust Sts. and _____ adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs I 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.

CAESAR F PASTORE
3745 Lotus Dr.
San Diego 6, Calif.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 3 day of February, A.D. Nineteen Hundred and 47 before me Fred W. Strong Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Caesar F. Pastore known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) FRED W. STRONG JR.
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Oct. 29, 1949

I hereby approve the form of the foregoing agreement this 5th day of February, 1947.

J. F. DuPAUL
City Attorney
By HARRY S CLARK
Deputy City Attorney

RECORDED FEB 20 1947 10 AM. in Book 2330 at Page 492 of Official Records, San Diego Co., Cal.
Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy A S GRAY

I certify that I have correctly transcribed this document in above mentioned book.

W J MCCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Caesar F. Pastore - Lowell St. to City of San Diego; being Document No. 369479.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

SECOND AMENDMENT TO CONTRACT

WHEREAS, on or about the 5th day of March, 1946, THE CITY OF SAN DIEGO and F. E. YOUNG entered into a contract in writing, on file in the office of the City Clerk of said City under Document No. 359906, whereby said F. E. Young agreed to furnish all tools, labor, transportation, material, equipment and supplies and other expense of every kind and description necessary or incidental to the construction of a reinforced concrete Community Center Building on Lots 15 to 21 in Block 31 of Ocean Beach, on Santa Monica Avenue, west of Ebers Street, in said City of San Diego Avenue, and said City of San Diego agreed to pay therefor to said F. E. Young the sum of Seventy-four Thousand, Eight Hundred Fifty Dollars (\$74,850.00); and

WHEREAS, said parties have agreed that said contract shall be amended in the particulars hereinafter set forth; NOW, THEREFORE,

IT IS HEREBY AGREED, by and between said CITY OF SAN DIEGO and said F. E. YOUNG, that the aforesaid contract for the construction of said building is hereby amended in the particulars hereinafter specified, to-wit:

(a) The hardwood flooring in said building, as specified in the plans and specifications for said building which are on file in the office of said City Clerk under Document No. 355040, shall not be completed beyond whatever point it is now reached, and on account thereof the amount to be paid by said City of San Diego to said F. E. Young under said contract shall be reduced by the sum of Two Thousand and Forty Dollars (\$2,040.00); and

(b) The said F. E. Young shall supply the following additional work and materials, each at the respective price therefor as specified hereinafter, to-wit:

Metal Lath in main corridor,-----	\$ 330.00
Added cost of hardware over allowance,-----	173.45
Alterations on steel sash,-----	482.47
Kitchen hood,-----	75.00
TOTAL,-----	\$1,060.92

for which extra work and materials The City of San Diego will pay to said F. E. Young the additional amounts hereinabove specified for such extra work and materials.

In all other respects, the said contract shall remain in force without change.

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. 85105 of the Council authorizing such execution, and said F. E. Young has hereunto subscribed his name, this 3rd day of Feb, 1947.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

F. E. YOUNG
(F. E. Young)

I HEREBY APPROVE the form and legality of the foregoing Amendment to Contract this 5th day of February, 1947.

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 Second Amendment to Contract with F. E. Young - Community Center Building, Ocean Beach; being document No. 369480.

Fred W. Sick
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 4th day of February, 1947, 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, Party of the First Part, hereinafter sometimes referred to as the "Owner", and H. LOUIS BODMER, hereinafter sometimes referred to as the "Architect", WITNESSETH:

WHEREAS, the Owner intends to remodel an existing building formerly called the "Federal Building" located in Balboa Park, City of San Diego, San Diego County, California;

NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter named, agree as follows:

1. The Owner agrees to employ, and does hereby employ, the Architect to perform the services mentioned and agrees to pay therefor the rates and amounts hereinafter specified; and the Architect hereby accepts said employment and agrees to perform said services for the stipulated compensation under the terms and conditions hereinafter mentioned.

2. THE ARCHITECT'S SERVICES: The Architect's professional services shall consist of necessary conferences; preparation of preliminary studies; working drawings; specifications; large scale and full size detail drawings; cost estimate; and, if the remodelling work is constructed, supervision of construction and the general administration of the business and supervision of the above mentioned work until it is completed and accepted by the Owner; giving the building such time and attention as may be necessary to ascertain if the same is being erected in accordance with the plans and specifications. Such supervision shall be in person or by competent representative, provided that the Owner, through its City Manager may require the Architect's personal supervision of the construction.

3. CONFORMITY TO LEGAL REQUIREMENTS: The Architect shall cause all drawings and specifications to conform to all requirements of law, local and State, and to all requirements of all bodies formed under local or state law whose approval of the drawings and specifications must be obtained and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval where so required.

4. COST OF THE WORK: It is understood and agreed by these parties that the proposed construction of said remodeling shall be in line with a preliminary estimate prepared as of August 12, 1946 for a Civic Theatre with sloping floor.

5. PRELIMINARY ESTIMATES: The Architect shall make or procure preliminary estimates on the cost of the work and its several parts, and he shall endeavor to keep the actual cost of the work as low as may be consistent with the purpose of the building and with proper workmanship and material, but no estimate can be regarded as other than an approximation.

6. ASSOCIATED ARCHITECTS: The Architect shall have the option, with the consent of the Owner, to associate with him, and at his expense, other architects to render services in connection with said building and to delegate to them such duties as he may delegate without relieving himself from administrative or other responsibility under this agreement.

7. THE ARCHITECT'S FEE: The fee payable by the Owner to the Architect for the preparation of the plans, specifications, and cost estimate shall be 6% of the estimated cost of remodeling the building exclusive of the cost of seats and stage equipment.

The fee payable by the Owner to the Architect for supervision of the construction work shall be 2% of the cost of remodeling the building exclusive of the cost of seats and stage equipment.

8. PAYMENTS: Payments of the fee shall be made as follows:

- (a) Two percent of the estimated cost of remodeling the building upon the completion and acceptance of preliminary drawings;
- (b) Three percent of the estimated cost of remodeling the building upon the completion and acceptance of working drawings, specifications and the cost estimate;
- (c) Ninety (90) days after acceptance of the completed plans and specifications, the Architect shall be paid a sum which, when added to all previous payments made to the Architect hereunder, shall bring the total of such payments up to six per cent of the cost of remodeling the building (exclusive of the cost of the Architect's services and and of the cost of seats and stage equipment). If bids for the work of remodeling of said building are called for and received within said 90 days, the Architect's fee shall be computed upon the lowest bid received by the Owner; or, if any of said bids be accepted by the Owner, and the contract for said remodeling be awarded to such bidder, then the fee shall be computed upon the amount of the bid so accepted. If bids are not called for and received within 90 days after acceptance of the completed plans and specifications, then the Architect's fee shall be computed upon the said estimated cost of such remodeling. In the event the Owner and the Architect cannot agree on the correctness of the cost estimate, the Owner shall appoint one arbiter, the Architect shall appoint one arbiter, and the two arbiters shall appoint a third arbiter; in the event that the two arbiters are unable to agree upon the appointment of the third arbiter, then the third arbiter shall be appointed by the judge of the Presiding Department of the Superior Court of the State of California, in and for the County of San Diego. The arbiters shall report their decision in writing, and the decision of a majority of the arbiters shall be final. The arbiters shall be paid a reasonable fee for their services, and the cost of such arbitration shall be borne equally by the owner and the Architect.
- (d) Upon completion of actual construction and acceptance of the work of such remodeling by the Owner, the Architect shall be paid the 2% fee for his supervision of the construction work. This 2% shall be computed upon the actual cost of such remodeling (exclusive of the cost of seats and stage equipment and of the cost of the Architect's services.)

The Architect shall select and employ, at his own expense, and subject to the approval

of the Owner, such engineers and other experts as may be necessary for the proper execution of his, the Architect's, work and shall keep the Owner informed of all such engagements of consultants or engineers.

No deductions shall be made in computing the Architect's fee on account of penalty, liquidated damages, or any sum, if any, withheld from payments to contractors.

The Architect shall furnish the Owner ten (10) sets of blueprints and specifications. Any additional sets shall be paid for by the Owner.

9. SUSPENSION OR ABANDONMENT OF THE WORK: Should the execution of any work designed or specified by the Architect, or any part of such work, be abandoned or suspended for more than 180 days by the Owner, the Architect shall be paid in accordance with the terms of Paragraph 8 of this agreement for all services rendered up to the time of such abandonment or suspension. In the event the work is abandoned before the working drawings and specifications have been approved by the Owner, the amount due to the Architect shall be computed on the basis of the degree of completion of the working drawings and specifications. All such payments shall accrue and become due within thirty (30) days after such abandonment or suspension. The Architect shall supply the Owner with ten (10) sets of working drawings and specifications of said building, completed by the Architect, before the Architect may receive payment under the terms of this paragraph.

10. INSPECTION: The Owner shall have the option to appoint an inspector, either at its own discretion or in accordance with any requirement of State Law, at its own cost; and said inspector, when so appointed, may also serve as superintendent of construction. Said inspector shall report from time to time to the City Manager of said Owner as to the progress of said construction, and shall also consult with said Architect as to any problems of construction he may find in connection therewith.

11. CHANGE ORDERS: The Architect shall advise the Owner, in writing, of any material change, or changes, necessary in the plans and specifications of said building and shall order the contractors to make such changes only after they have been approved by the Owner in writing. The Architect may order, on his own responsibility and pending the Owner's approval, changes necessary at the time to meet construction emergencies, after first securing written approval of the City Manager, or, in his absence, of the Assistant City Manager.

12. OWNERSHIP OF DOCUMENTS: Drawings and specifications supplied as herein required are the property of the Owner, whether the work for which they are made be executed or not. The Architect shall furnish to the Owner on completion of each drawing and set of specifications a full, true and correct copy or blueprint of said drawings and specifications. At the conclusion of the work one set of drawings and specifications shall be corrected to agree with and embody all material changes made during the constructions.

13. OWNERS DECISIONS: The Owner shall give thorough consideration to all sketches, drawings, specifications, proposals, contracts, and other documents laid before it by the Architect at any meeting regularly held; whenever prompt action is necessary said Owner shall inform the Architect of its decision promptly; so that the work of the Architect shall not be delayed, and so that the Architect will not be prevented from giving drawings or instructions to contractors promptly.

14. SURVEYS, BORINGS, AND TESTS: The Owner shall, upon request, furnish the Architect with complete and accurate surveys of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, contours, locations of trees, and full information as to sewer, water, gas, and electrical service. The Owner is to pay for borings or test pits, if necessary, and for chemical, mechanical, or other tests when required.

15. SUCCESSORS AND ASSIGNS: All the terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors and assigns.

The Architect shall have the right to join with him in the performance of this agreement, any qualified person or persons acceptable to the Owner with whom he may in good faith enter into general partnership or similar relations, but this shall not relieve the Architect of any duty, responsibility or liability hereunder.

Except as above, the Architect shall not assign, sublet or transfer his interest in this agreement without the written consent of the Owner.

16. In consideration of the premises, the Architect agrees that he shall at once proceed with the preparation of the work to be performed by him upon receipt from the Owner of the necessary date, and shall complete the same within a year of the date of execution of this agreement.

Should the Owner let out said work under the "segregated bid" plan the Architect shall be bound to perform all architectural services in connection with said work, including supervision, at and for the compensation herein provided.

17. It is mutually agreed that in no case unauthorized by the Charter of The City of San Diego and/or the General Laws of the State of California shall said City or any department, board or officer thereof be liable for any portion of the contract price.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego by and through its City Manager, under and pursuant to a resolution of its Council No. 84967, adopted on the 7th day of January, 1947, and second party has hereunto affixed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Party of the First Part,
By F. A. RHODES
City Manager

H LOUIS BODMER AIA ARCHITECT,
Party of the Second Part.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 5th. day of February, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET.
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with H. Louis Bodmer for Architectural Services re Remodeling Federal Bldg., Balboa Park-for Civic Theatre; being Document No. 369481.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

KNOW ALL MEN BY THESE PRESENTS, that RICHMOND BUILDING MATERIAL COMPANY as principal, and GLENS FALLS INDEMNITY COMPANY a corporation organized and existing under any by virtue

of the laws of the State of New York as surety, are held firmly and 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 and no/100 Dollars (\$5,000.00), (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 22nd day of January 1947.

Whereas, the said principal has entered into an agreement with The City of San Diego to remove approximately 5,000 feet of 10 inch Cast Iron Water Pipe from Linda Vista Road and to install said pipe in Sky Line Drive and Sweetwater Avenue.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden principal, 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 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 of the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any 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, the name and corporate seal of the corporate parties being hereto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

(SEAL)

ATTEST:

A LEVIN

Treasurer

RICHMOND BUILDING MATERIAL COMPANY

Principal

By C. R. DANZIGER

Secy.

GLENS FALLS INDEMNITY COMPANY

Surety

(SEAL)

By DONALD J. MOLLBERG

Donald J. Mollberg, Attorney

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

ss.

On this 22nd day of January in the year One Thousand Nine Hundred and forty-seven before me, Jane M. Dougherty a Notary Public in and for the said City and County of San Francisco residing therein, duly commissioned and sworn, personally appeared Donald J. Mollberg 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 San Francisco the day and year in this certificate first above written.

JANE M. DOUGHERTY

(SEAL)

Notary Public in and for the City and County of San Francisco State of California

My Commission expires September 24, 1949

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

ss.

On this 22 day of January in the year one thousand nine hundred and forty-seven before me _____, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared C. R. Danziger known to me to be the officer of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named and 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 said County, the day and year in this Certificate first above written.

(SEAL)

R H PLATE

Notary Public in and for said County and State

My Commission expires May 24, 1947

I hereby approve the form of the within Bond this 27th day of January, 1947.

J. F. DuPAUL

City Attorney of the City of San Diego

By B. L. COMPARET

Deputy City Attorney

Approved by the City Manager of The City of San Diego, this 28th day of Jan., 1947.

F. A. RHODES

City Manager

KNOW ALL MEN BY THESE PRESENTS, That RICHMOND BUILDING MATERIAL COMPANY as principal, and GLENS FALLS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Four Thousand and no/100 Dollars (\$4,000.00), (not less than fifty percent 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 22nd day of January, 1947.

Whereas, the said principal has entered into an agreement with The City of San Diego to remove approximately 5,000 feet of 10 inch Cast Iron Water Pipe from Linda Vista Road and to install said pipe in Sky Line Drive and Sweetwater Avenue.

And whereas, the aforesaid sum of Four Thousand and no/100 Dollars (\$4,000.00), 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, 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 of 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 fees as shall be fixed by the court, awarded and taxed as in the said Chapter 3, Division 5 of Title One of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Chapter 3 and/or under section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument, the name and corporate seal of the corporate parties being hereto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

(SEAL)
ATTEST:
A LEVIN
Treasurer

RICHMOND BUILDING MATERIAL COMPANY
Principal (SEAL)
By C R DANZIGER
Secy.

GLENS FALLS INDEMNITY COMPANY
Surety (SEAL)
By DONALD J. MOLLBERG
Donald J. Mollberg Attorney

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 22nd day of January in the year One Thousand Nine Hundred and forty-seven before me, JANE M. DOUGHERTY a Notary Public in and for the said City and County of San Francisco residing therein, duly commissioned and sworn, personally appeared DONALD J. MOLLBERG 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 San Francisco the day and year in this certificate first above written.

(SEAL)

JANE M. DOUGHERTY
Notary Public in and for the City and County of San
Francisco State of California
My commission expires September 24, 1949

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA } ss.

On this 22nd day of January in the year one thousand nine hundred and forty seven before me R H PLATE a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared C. R. DANZIGER known to me to be the OFFICER of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and 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 said County, the day and year in this Certificate first above written.

(SEAL)

R H PLATE
Notary Public in and for said County and State
My Commission expires May 24, 1947

I hereby approve the form of the within Bond this 27th day of January, 1947.

J. F. DuPAUL
City Attorney of the City of San Diego, California.
By B. L. COMPARET
Deputy City Attorney

Approved by the City Manager of the City of San Diego this 28th day of Jan., 1947.

F. A. RHODES
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Removal of Water Pipe from Sky Line Drive and Sweetwater Drive; being Document No. 369482

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

A G R E E M E N T

WHEREAS, The City of San Diego is the owner of approximately 5000 feet, more or less, of 10" cast iron water pipe, which is now in place on Linda Vista Road; and The City of San Diego is willing to permit the said pipe to be removed from its said present location and installed in Sky Line Drive and Sweetwater Avenue, in the City of San Diego, extending eastward from the end of the present water main in Sky Line Drive, providing that the said removal and installation is done without expense to The City of San Diego; and the Richmond Building Material Company, a corporation organized and existing under and by virtue of the laws of the State of California, desires to so install the said pipe at its own expense as a portion of the pipeline which will eventually furnish water to Lomitas Village, a resubdivision of Narragansett Heights Subdivision; NOW, THEREFORE,

IT IS HEREBY AGREED by and between THE CITY OF SAN DIEGO, hereinafter referred to as the "City", and said RICHMOND BUILDING MATERIALS COMPANY, hereinafter referred to as the "Company", as follows:

I.

The City does hereby give its consent to the removal of said five thousand feet, more or less, of ten-inch, cast iron water pipe from its present location in Linda Vista Road and the installation thereof in Sky Line Drive and Sweetwater Avenue, extending eastward from the end of the water main now existing in Sky Line Drive, in consideration of the performance of the further agreements herein contained upon the part of the Company, and upon the terms and conditions hereinafter set forth.

II.

The said removal and installation of said pipe shall be performed and completed by the Company at its own expense, and without expense or liability on the part of the City; and nothing herein contained shall operate or be construed as an employment of the Company by the City, nor as creating an agency on the part of the Company to perform work for or to represent the City in any manner; and the Company hereby agrees to hold the City, its officers, agents and employees harmless against any and all obligation or liability in any manner arising out of the said removal of said pipe and/or the installation thereof in said Sky Line Drive and/or Sweetwater Avenue.

III.

The Company shall furnish and file with the City Clerk of the City the following bonds, with good and sufficient corporate sureties authorized to do business as surety companies within the State of California, and subject to the approval of the City Manager of the City: (a) A bond in the sum of Five Thousand Dollars (\$5,000.00), guaranteeing the faithful performance by the Company of all its promises and obligations hereunder; (b) A bond in the sum of Four Thousand Dollars (\$4,000.00), guaranteeing that the Company will pay for all labor, materials and/or transportation furnished to it by any persons, firms or corporations for use in the said work or any part thereof; and the Company shall also carry public liability and property damage insurance in amounts not less than \$10000.00 to any one person injured, and not less than \$50000.00 total damages to all persons injured in any one accident, and not less than \$10000.00 damages to the property of each person which is damaged, arising out of the said removal, transportation and/or installation of said pipe, and the Company shall file with the City Clerk of the City a certificate of its insurance carrier showing that such insurance is in effect; said bonds and said certificate of insurance shall be so filed before any work is commenced for the removal or installation of said pipe.

IV.

The removal of said pipe from its present location shall be done with the least practicable interference with the use of Linda Vista Road, and in strict conformity to all requirements of the laws of the State of California and the regulations of the State Highway Department; excavations and all excavated dirt, pipe, and other obstructions caused or permitted in the course of such removal, shall be fully protected at all times by proper and sufficient barricades and warning signs, and also by red lights during the hours of darkness; backfilling and re-surfacing shall be done in strict conformity to all requirements of State Law and the regulations of the State Highway Department.

V.

The installation of said pipe in Sky Line Drive and Sweetwater Avenue shall be done in all respects in strict conformity to plans and specifications therefor approved by the City Engineer of the City; and in the event of any dispute as to the correctness of the interpretation of said plans and/or specifications by the City Engineer, the decision thereon by the City Manager of the City shall be final and conclusive on both parties hereto.

VI.

The Company agrees to commence the work of removal of said pipe within 15 days after the execution of this agreement, and thereafter to prosecute the work of such removal and installation diligently to final completion thereof, to the end that the surface of Linda Vista Road, Sky Line Drive and Sweetwater Avenue shall not be left in excavated, broken, sunken or obstructed condition for any longer period of time than is reasonably necessary for the completion of said work with proper care and skill.

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. 84840 of the Council authorizing such execution, and the Company has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

RICHMOND BUILDING MATERIALS COMPANY
By A LEVIN (SEAL)
Treasurer TREASURER
A. R. CURTIS
President
CLAUDE R DANZIGER
Secretary

I HEREBY APPROVE the form and legality of the foregoing Agreement this 28th day of January, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Richmond Bldg. Mat'l Co. for Removal of Water Pipe from Sky Line Drive and Sweetwater Drive; being Document No. 369483

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT BETWEEN THE CITY OF SAN DIEGO, CALIFORNIA, AND THE COUNTY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE TRANSPORTATION, TREATMENT AND DISPOSAL OF SEWAGE FROM THE LEMON GROVE AND MONTEREY HEIGHTS AREA IN THE UNINCORPORATED TERRITORY IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

THIS AGREEMENT, made and entered into this 30th day of Jan, 1947, between THE CITY OF SAN DIEGO, a municipal corporation in the City of San Diego, hereinafter designated as "City", and THE COUNTY OF SAN DIEGO, CALIFORNIA, hereinafter designated as "County", WITNESSETH:

R E C I T A L S

The County is contemplating the construction of a Main Sewer Line to serve the area tributary thereto in the Lemon Grove and Monterey Heights areas in the unincorporated territory in the County of San Diego, California, which said Main Sewer Line will extend from the intersection of Imperial Avenue and Central Avenue in Lemon Grove to a point on the easterly boundary line of the City at the easterly end of Akins Avenue in said City.

The City owns and operates a sewage transportation system, disposal plant and outfall, and has a trunk line in said sewage transportation system which runs from said disposal plant to the intersection of 69th Street and said Akins Avenue in San Diego.

The County is also desirous of continuing said Main Sewer Line from the City limits at the easterly end of said Akins Avenue to a connection with the said existing trunk line at 69th Street and Akins Avenue to provide a connection with said Main Sewer Line with said sewage transportation system of the City.

The County contemplates the formation of a county sanitation district to include certain of the areas, including the Lemon Grove and Monterey Heights areas in the unincorporated territory in the County of San Diego, California, adjacent and tributary to said Main Sewer Line, said County sanitation district to be formed in accordance with the provisions of Sections 4700-4856 of the Health and Safety Code, and said County sanitation district to be known as the Lemon Grove Sanitation District, hereinafter designated as the "District." The County further contemplates that if and when the District is formed, the County will enter into an agreement with said District for the purchase of, and the maintenance and operation of said Main Sewer Line by said District.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements of the parties to this agreement, it is hereby agreed as follows:

I.

The City does hereby grant to the County the right to construct a Main Sewer Line consisting of 1191.63 feet of 12-inch Main Sewer Line, with appurtenances, in and along Akins Avenue, in all respects in accordance with the particular specifications and plans therefor approved by the City Engineer and filed in the Clerk's office of The City of San Diego on the 27th day of December, 1946, under Document No. 368397, which document by this reference is incorporated herein as a part of this agreement.

II.

The County hereby agrees to construct said Main Sewer Line, and appurtenances within the said location and in accordance with the detailed plans and specifications therein provided as more particularly set forth in detail in said Document No. 368397, and further subject to the City's inspection and approval.

III.

The County and City hereby agree that the City will contribute to the County as its share of the cost of said 1191.63 feet of 12-inch Main Sewer Line and appurtenances to be so constructed within the limits of the City, a sum equal to fifty per cent (50%) of the cost thereof, and that the balance of the cost thereof shall be at the expense of the County.

IV.

Upon the completion of said Main Sewer Line, with appurtenances thereto in accordance with the plans and specifications herein referred to, and upon the inspection and approval of the City, the County shall have and it is hereby given the right to connect said Main Sewer Line with the said existing trunk line sewer owned and operated by the City at the intersection of 69th Street and Akins Avenue, and the County hereby agreeing to make such connection at a point satisfactory and agreeable to the City, and in such manner as the City shall require.

V.

The County grants to the City the ownership of the portion of said Main Sewer Line constructed within the boundaries of the City upon its completion and connection with said trunk line sewer of the City, reserving to the County the right so long as said Main Sewer Line shall exist to discharge therein domestic sewage originating within the unincorporated territory of the County tributary thereto. The City shall have the right to the free and unrestricted use of that portion of said Main sewer Line constructed within its boundaries, and may make connections thereto at its sole discretion. In the event, however, that subsequent connections to said Main Sewer Line by the City shall so tax the capacity of said line as originally constructed by the County as to require an increase in the size and capacity of said line, the resultant expense shall be exclusively that of the City unless at such time the parties shall make a new agreement to the contrary.

VI.

The City further agrees that that portion of said Main Sewer Line so constructed by the County lying within the boundaries of the City shall after completion be maintained entirely at its own expense in good operating condition by the City in the same manner as any other line owned and maintained by the City.

VII.

If, and when the City shall find it necessary to provide sewer facilities through the unincorporated areas in the County of San Diego for the areas within the City's municipal boundaries tributary to said Main Sewer Line of the County, the City shall have the right to transport the sewage originating in said areas through the sewer lines of the County if such lines are properly located and adequate to carry the increased amount of sewage.

If the sewer lines of the County are not properly located for joint use or are inadequate to carry the increased amount of sewage, then and in that event the City shall upon written application to the Board, be given the right to install and maintain its own sewer lines for such purpose through the unincorporated area in said County to connections with said Main Sewer Line and/or said trunk line sewer of the City.

The City shall for the joint use of such County lines pay to the County the proportion

of the upkeep and maintenance of such lines jointly used that the number of connections within the City discharging therein bears to the total number of connections within the City and within the unincorporated areas discharging therein, and the amount of sewage from such areas within the City, hereinafter designated as "City Sewage," shall be determined as the proportion of the total sewage, hereinafter designated as "County Sewage," discharging into said trunk line sewer of the City that the number of connections within the City discharging into such lines bears to the total number of connections within the City and within the unincorporated areas discharging therein.

VIII.

Payment to the City for the transportation, treatment and disposal of the sewage of the unincorporated areas shall be based upon a basic rate per one million gallons for the amount of said County Sewage less said City Sewage, said amount being hereinafter designated as "Net Sewage."

The meter shall be read monthly before the 5th day thereof, and bills shall be rendered by the City not later than the 10th day of each month for the service rendered during the previous month, and shall be paid by the County to the City on or before the 30th day of the month rendered.

The basic rate per million gallons of Net Sewage during the first year of operation under this contract shall be \$108.00 per million gallons. Thereafter the basic rate shall be increased or decreased in direct proportion to the increase or decrease of the cost to the City of San Diego for treating sewage in its sewage treatment plant, including all items of operating expense, repairs to equipment, depreciation and obsolescence. At the end of the first year of operation under this contract, the amount of increase or decrease of such cost as compared with the costs at the date of execution of this contract shall be computed, and the new basic rate, increased or decreased accordingly, shall be in effect for the succeeding year; and at the end of each year during the existence of this contract, the new basic rate, increased or decreased as herein provided, shall be computed and shall then become the basic rate for the next succeeding year.

IX.

The County hereby agrees that all sewage originating within the unincorporated areas and which is delivered to, received by or transported through the trunk line sewer of said City shall be exclusively domestic sewage, and shall contain no gasoline, kerosene or other petroleum products, nor any sewage, refuse or waste products produced by industrial plants of any nature whatsoever, nor any sewage or refuse of any kind which in the opinion of the City Manager of The City of San Diego is detrimental to the proper functioning of the sewage treatment plant of The City of San Diego. If any sewage, refuse or waste products of any kind herein forbidden, originating within the unincorporated areas shall be delivered to, or attempted to be delivered to, the trunk line sewer of said City, then the City may, at its option:

- (a) Require the County immediately to cease and desist from delivering such forbidden sewage into said trunk line sewer of the City; or
- (b) Require the County to treat all sewage originating within the unincorporated areas and containing any portion of such forbidden sewage, refuse or waste products, in a manner satisfactory to the City Manager of the City of San Diego, and to refrain from delivering any sewage into said trunk line sewer of San Diego until treatment facilities satisfactory to the City Manager of the City of San Diego have been installed and put into operation by the County.

In the event that the County shall fail or refuse to comply promptly with any instructions from The City of San Diego in connection with the foregoing matter after such instructions have been delivered in writing to the Board of Supervisors of San Diego County, or to the Clerk of Said Board of Supervisors, the City shall have the right either with or without legal process to immediately disconnect all connections between the sewer system of the County and said trunk line sewer of the City. Following such disconnection, the sewer system of the County shall not again be connected to the sewage transportation system of said City until such instructions have been by the County complied with to the satisfaction of the City Manager of The City of San Diego.

X.

It is further understood and agreed that in the event of a sanitation district being formed to embrace the unincorporated territory mentioned herein, then this contract may be assigned to such sanitation district, and which sanitation district shall be subject to all of the terms and conditions herein contained.

XI.

In the event that the County shall connect a sewer main serving the said Lemon Grove and/or Monterey Heights areas with the said Main Sewer Line described in paragraph I, hereinabove, before the installation of a meter which measures all sewage originating within said Lemon Grove and/or Monterey Heights areas and transported through said Main Sewer Line, the County shall proceed with all reasonable diligence to secure and install the said meter and place it in operation; and during the time between the making of the said connection and the time when said meter is placed in operation, the amount of sewage originating within said Lemon Grove and/or Monterey Heights areas and transported, treated and disposed of by the City shall be computed as follows: It shall be deemed that each lot within said areas which has a connection to said sewer main is inhabited by three and one-half persons, and that for each such person forty gallons of sewage per day is discharged into said sewer main and so transported, treated and disposed of; and the County shall pay to the City, for such transportation, treatment and disposal of said sewage, at the rate of One Hundred Eight Dollars (\$108.00) per gallons, computed as in this paragraph provided.

XII.

This contract may be terminated by either party upon the giving of a written notice to the other party of its intention to terminate this Agreement one year prior to the termination thereof.

IN WITNESS WHEREOF, this Agreement is executed by The City of San Diego, acting by and through the City Manager of said City of San Diego, under and pursuant to Resolution No. 85113 of the Council authorizing such execution, adopted on the 28th day of January, 1947; and The County of San Diego, acting by and through the Chairman of the Board of Supervisors of San Diego County, California, duly authorized by Resolution No. 104 dated the 3rd day of February, 1947.

This Agreement is executed in two parts, each of which shall be deemed an original.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

THE COUNTY OF SAN DIEGO,
By De GRAFF AUSTIN
Chairman, Board of Supervisors.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 28th day of January, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET,
Deputy City Atty.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 28th day of January, 1947.

JAMES DON KELLER, District Attorney,
By FRANK T DUNN
Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between City of San Diego and County of San Diego re sewage disposal from Lemon Grove and Monterey Heights Area; being Document No. 369540.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, The Daley Corporation, the owners of the land over which said right-of-way is granted, have granted to THE CITY OF SAN DIEGO a certain right-of-way for the purpose of installation, maintenance, use and repair of certain sewer pipes within said right-of-way, and which right-of-way is located and described as follows:

See attached description.

Do Hereby Grant to The City of San Diego, a Municipal Corporation, in the County of San Diego, State of California, an easement for the purpose of a right of way for a public sewer through, under, along and across, all that Real Property situate in the County of San Diego, State of California, bounded and described as follows:

Those portions of Lots 46 and 47, Partition of Rancho Mission San Diego, according to the map thereof, No. 330 filed in the office of the Recorder of said County of San Diego, lying within a strip of land 12.00 feet in width, being 6.00 feet on each side of the following described line:

Beginning at a point on the westerly line of said Lot 46 distant thereon 468.65 feet northerly from the northerly line of Camino del Rio as Camino del Rio is located and established as of the date of this instrument; thence southeasterly in a direct line making an angle of 82° 12' 30" with the westerly line of said Lot 46 a distance of 566.94 feet to an angle point; thence southeasterly in a direct line making an angle of 2° 30' to the right from said last described line a distance of 1,152.35 feet to an angle point; thence southeasterly in a direct line making an angle of 39° 25' 30" to the right from said last described line a distance of 244.97 feet to an angle point; thence easterly in a direct line making an angle of 45° 51' 30" to the left from said last described line a distance of 510.75 feet to an angle point; thence easterly in a direct line making an angle of 3° 16' 30" to the left from said last described line a distance of 503.14 feet to an angle point; thence northeasterly in a direct line making an angle of 13° 11' 30" to the left from said last described line a distance of 788.60 feet to an angle point; thence southeasterly in a direct line making an angle of 45° 50' to the right from said last described line a distance of 5.18 feet to a point on the easterly line of that tract or parcel of land deeded to the Daley Corporation by deed recorded in Book 1850, at page 291 of Official Records in the office of the County Recorder of said County of San Diego, distant thereon 170.20 feet northerly from the northerly line of Camino del Rio as Camino del Rio is located and established as of the date of this instrument; excepting therefrom any portion of said Camino del Rio or Ward Road as Ward Road is now located and established lying within the above described strip of land;

The side line of said above described easement shall be prolonged or shortened so as to terminate in the westerly line of said Lot 46 and in easterly line of said land conveyed to the Daley Corporation.

For the consideration named above, it is understood and agreed that the grantee herein or its legal representatives, shall have the privilege and right of temporary use of the lands 25 feet on each side of said above described center line for the uses and purposes of construction of the main sewer line hereby contemplated. This privilege and right to be in force and continue during construction of the sewer and to cease and terminate with completion of the contract therefor.

It is said and understood, that the City shall replace all top soil disturbed in this easement.

AND WHEREAS, the said owners may have crops growing upon the surface of the said right-of-way at the time when said sewer pipe is first installed, and such growing crops may be damaged or destroyed by The City of San Diego in the course of said installation of said sewer pipe; NOW, THEREFORE,

IT IS HEREBY AGREED, in consideration of the said grant of said right of way, that if said owners shall have crops growing on the surface of said right-of-way at the time of the installation of said sewer pipe line or lines and if The City of San Diego shall cause damage to or destruction of said crops in the course of said installation of said sewer line or lines, The City of San Diego will pay to said owners, within thirty (30) days after completion of installation of said sewer line or lines within the said right-of-way, the value of the said crops so damaged or destroyed.

In the event that The City of San Diego and said owners shall be unable to agree upon the value of said crops so damaged or destroyed, then The City of San Diego shall appoint one arbitrator, the said owners shall appoint one arbitrator, and the two arbitrators shall appoint a third arbitrator; and if said two arbitrators cannot agree upon a third person to be appointed as arbitrator, then the third arbitrator shall be appointed by the Judge of the Presiding Department of the Superior Court of the State of California in and for the County of San Diego. The said arbitrators shall determine the value of said crops so damaged or destroyed, and the decision of a majority of said arbitrators as to said value of said crops shall be binding and conclusive upon both parties hereto. In the event that the value of said crops is determined by arbitration, as herein provided, then The City of San Diego shall

pay to said Owners the value of said crops so damaged or destroyed, as so determined by said arbitrators, within thirty (30) after said arbitrators file with the City Clerk of said City a written statement of their decision, signed and acknowledged by not less than two of said arbitrators.

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. 85149 of the Council authorizing such execution, and said Owners have hereunto subscribed their names this 6th day of February, 1947.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

DALEY CORPORATION
G R DALEY
President

I HEREBY APPROVE the form and legality of the foregoing Agreement this 5th day of February, 1947.

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 from The Daley Corporation re Crop Damage during construction of Mission Valley Pipeline; being Document No. 369559.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

UNDERTAKING FOR STREET LIGHTING.
Seventh Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Travelers Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Thirteen and no/100 Dollars (\$13.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of January, 1947.

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, between the south line of Crittenden Addition and the westerly prolongation of the north line of Lot 21, in Block 9 of said Addition, including the termination of said Seventh Avenue in Upas Street, 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

(SEAL)
SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice President in
Principal Charge of Sales

(SEAL)
THE TRAVELERS INDEMNITY COMPANY
By CHARLES L. JANECK Surety
Attorney-in-Fact

STATE OF CALIFORNIA } ss,
COUNTY OF SAN DIEGO }

On this 30th day of January, 1947, before me personally came CHARLES L. JANECK 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)
FRANCES S. BOWERS
Notary Public
My commission expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 11th day of February, 1947.

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. 85037 passed and adopted on the 21st day of January, 1947, require and fix the sum of \$13.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK
City Clerk of The City of San Diego.
By AUGUST M. WADSTROM (SEAL)
Deputy.

CONTRACT FOR STREET LIGHTING.
Seventh Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 11th day of January, 1947, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work herein-

after mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:
Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of certain ornamental street lights located on or along the following street in the City of San Diego California, to-wit:

SEVENTH AVENUE, between the south line of Crittenden Addition and the westerly prolongation of the north line of Lot 21, in Block 9 of said Addition, including the termination of said Seventh Avenue in Upas Street.

Such furnishing of electric current shall be for a period of one year from and including January 1, 1947, to-wit: to and including December 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 Seventh Avenue Lighting District No 1", filed October 25, 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 Fifty-one and no/100 Dollars (\$51.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Seventh Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the even the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Fifty-one and no/100 Dollars (\$51.00) shall be paid out of any other fund than said special fund designated as "Seventh Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto, and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Fifty-one and no/100 Dollars (\$51.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" 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
VINCENT T. GODFREY
Members of the Council.

(SEAL)
ATTEST:
FRED W. SICK
City Clerk.
By AUGUST M. WADSTROM

I hereby approve the form of the foregoing Contract, this 11th day of February, 1947.

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 Seventh Avenue Lighting District No. 1; being Document No. 369560.

FRED W. SICK
City Clerk of The City of San Diego, California.
By TTT attes Deputy

KNOW ALL MEN BY THESE PRESENTS, That GLADDING, McBEAN COMPANY, a corporation, as Principal and PACIFIC INEMNITY 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 ELEVEN THOUSAND SIXTY-FOUR and no/100 Dollars (\$11,064.00), 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 Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 4th day of February, 1947.

THE CONDITION OF THE ABOVE 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:

21 3/4 lin. ft. 27" extra strength vitrified clay sewer pipe
3900 " " 24" " " " " "
3000 " " 21" " " " " "

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. 85027 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:

E. W. BURTON
Ass't. Sec'y

GLADDING, McBEAN COMPANY
By E. M. DAVIDS
Vice President Contractor.

I hereby approve the form and legality of the foregoing contract this 5th day of February, 1947.

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 Gladding McBean Company for furnishing vitrified clay sewer pipe; being Document No. 369561.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

LE A S E

THIS AGREEMENT, made and entered into this 30th day of January, 1947, 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. C. SHOEMAKER (c/o McNulty and Toothaker, Bank of America Building, 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 located in the County of San Diego, State of California, particularly described as follows, to-wit:

Beginning at a point on the northwest corner of Lot 1 of Magnolia Ranch tract, Map No. 1674, recorded in San Diego County Recorder's office, State of California; thence South 89° 56' East 101.72 feet; thence South 24° 17' West, 251.78 feet; thence North 0° 24' East 229.73 feet to the point of beginning (representing 0.36 acres more or less).

For a term of five (5) years, beginning on the 1st day of October, 1946 and ending on the 30th day of September, 1951, at the following rentals: Twenty-five Dollars (\$25.00) per year payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:
First. That the above described premises are leased to said lessee for homesite 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 or to developing the water system of said City; but the City shall not be required to furnish any water on said premises,

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. Lessee agrees to pay all taxes which may be assessed against the improvements situated on said premises, and failure to pay such taxes will terminate this lease.

Eleventh. Lessee agrees to remove, at the termination of this lease, the building which he has constructed on said above described premises, and to remove any improvements which he may construct appurtenant to said building during the term of this lease, said removal to be at lessee's own expense.

It is understood and agreed that 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 Resolution No. 84318 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

C. C. SHOEMAKER
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 6th day of February 1947.

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. C. Shoemaker for Homesite in Magnolia Ranch Tract; being Document No. 369582.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

KNOW ALL MEN BY THESE PRESENTS, That UTILITY TRAILER SALES CO., a corporation, 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 said Commonwealth as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED SEVENTY FIVE and no/100 Dollars (\$775.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of January, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver: 6 - rubbish truck bodies, 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:
WILFORD COULTAS

UTILITY TRAILER SALES CO.
E. W. BENNETT
Principal

ATTEST:
B. C. FOTLAND

(SEAL) MASSACHUSETTS BONDING AND INSURANCE
COMPANY Surety.

By DONALD B. GOLDSMITH
(Donald B. Goldsmith) Attorney-in-Fact

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 31st day of January in the year one thousand nine hundred and forty-seven, before me ZELDA B. MELANCON, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared DONALD B. GOLDSMITH known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE

COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
(SEAL)

ZELDA B. MELANCON
Notary Public in and for said County and State.
My Commission Expires Mar. 12, 1950

I hereby approve the form of the within Bond, this 6th day of February, 1947.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 7th day of Feb 1947.

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 January, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UTILITY TRAILER SALES 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 for the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 6-Rubbish truck bodies, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 368490, installed by contractor on Model 16 M-52 Studebaker chassis, contractor to extend frames of chassis 9" before installation of bodies.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

6 - Rubbish truck bodies	@ \$525.00 each	
Less Federal Excise Tax	21.25	
	503.75	
Plus California State Sales Tax	12.59	
	516.34 each	\$3098.04

Said contractor agrees to begin delivery of said material within ten (10) days from and after the date of the execution of this contract, and to deliver one body every ten days thereafter until contract is completed, subject to 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: Three Thousand Ninety-eight and 04/100 Dollars (\$3098.04). Said payments for material will be 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. 84977 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:
WILFORD COULTAS

UTILITY TRAILER SALES CO.
E. W. BENNETT
Contractor.

I hereby approve the form and legality of the foregoing contract this 6th day of February, 1947.

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 Utility Trailer Sales Co. for Furnishing Six Rubbish Trucks Bodies; being Document No. 369583.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

AGREEMENT FOR AMENDMENT OF CONTRACT

THIS AGREEMENT, made and entered into this 15th day of January, 1947, 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, and hereinafter sometimes designated as the City, and BAY SHORE MOTORS, a corporation, and hereinafter sometimes designated as the Contractor, WITNESSETH:

WHEREAS, The City of San Diego heretofore entered into a written contract with Bay Shore Motors, a corporation, wherein The City of San Diego agreed to buy, and the Bay Shore Motors agreed to sell, among other things eight 1946 Model Ford V8 Super Deluxe 4-door sedans; and

WHEREAS, due to strikes, critical shortages and other conditions subsequently arising which were connected with and grew out of the war in which the United States was recently engaged, and which factors were and are entirely beyond the control of either party, it may render impossible the performance of said contract in accordance with its terms and conditions; and

WHEREAS, by reason of the foregoing said contractor is able to sell and deliver to the City at this time, in lieu of two Super Deluxe 4-door sedans, two 1946 Model Ford V8 Super Deluxe Tudor sedans; and said City and said contractor are mutually desirous of amending and modifying said contract by making changes in the character of the equipment to be furnished;

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:

The second, third and fifth paragraphs set forth on pages 1 and 2 of said contract, 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, and said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 1-1946 Model Ford Deluxe Coupe, equipped with 239 cubic inch V8 motor, oil filter, oil bath air cleaner, heavy duty auto Lite police type generator and voltage regulator, 120 amp. hour battery Standard Ford equipment;
- 15-1946 Model Ford Super Deluxe 4-door sedans, equipped with 239 cubic inch V8 motors, oil filter and oil bath air cleaners, heavy duty auto Lite police type generators and voltage regulators, 120 amp. hour battery, standard Ford equipment;
- 6-1946 Model Ford V8 Super Deluxe 4-door Sedans.
- 2-1946 Model Ford V8 Super Deluxe Tudor Sedand."

"Said contractor hereby agrees to furnish and deliver the automobiles above described at and for the following prices, to-wit:

- 1-1946 Model Ford Deluxe Coupe, equipped with 239 cubic inch V8 motor, oil filter, oil bath air cleaner, heavy duty auto Lite police type generator and voltage regulator, 120 amp. hour battery Standard Ford Equipment.....\$1,040.56
- 15-1946 Model Ford Super Deluxe 4-door Sedans, equipped with 239 cubic inch V8 motors, oil filter and oil bath air cleaners, heavy duty auto Lite police type generators and voltage regulators, 120 amp. hour battery, standard Ford equipment, \$1,418.98 each..... 21,284.70
- 6-1946 Model Ford V8 Super Deluxe 4-door Sedans, \$1,362.60 each..... 8,175.60
- 2-1946 Model Ford V8 Super Deluxe Tudor Sedans, \$1,309.66 each..... 2,619.32
- \$33,120.18

Said prices include the California State Sales Tax."

"Said City, in consideration of the furnishing and delivery of said automobiles 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 automobiles by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit:

Thirty-three thousand one hundred twenty and 18/100 dollars (\$33,120.18), inclusive of California State Sales Tax.

Payment for said equipment will be made in accordance with Purchase order and delivery."

Except as herein specifically amended, all of the terms and conditions of said contract dated June 13, 1946, shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 84959 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.

(SEAL)
ATTEST:
H. J. SIEGLE
Secy-Treas.

BAY SHORE MOTORS
By P. E. FRAZIER - Gen'l Mgr. & Vice
President

I hereby approve the form and legality of the foregoing Agreement for amendment of contract this 6th day of February 1947.

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 with Bay Shore Motors for furnishing Ford Automobiles; being Document No. 369635.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schinner Deputy

C O N T R A C T

WHEREAS, the San Diego Electric Railway Company has applied to the Public Utilities Commission of the State of California for an Order authorizing said Company to increase the fares charged passengers on the street car and bus lines operated by said Company within the City of San Diego, and said application is now pending and undetermined before said Public Utilities Commission; and

WHEREAS, The City of San Diego has been requested by said Public Utilities Commission to express its opinion as to whether such proposed increase in fares is justified or not; and in order to intelligently determine whether to approve or to oppose said proposed increase in fares, the Council of The City of San Diego must be informed of the fact upon which such application is based, and for that purpose it is necessary that a complete engineering and financial analysis of the operation of said Company be made, and the results thereof be reported to the Council; and

WHEREAS, William H. Lines has the training, skill and experience to enable him to make such engineering and financial analysis and report; NOW, THEREFORE,

IT IS HEREBY AGREED by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the "City", and WILLIAM H. LINES, of 2008 Southwest 19th Avenue, Portland, Oregon, hereinafter called the "Engineer", as follows:

(1) That the Engineer will make a complete engineering and financial analysis of the operations of the San Diego Electric Railway, and will make a report thereon in writing to the Council of the City. The said analysis and report shall cover all matters which have a material bearing upon the now pending application of the San Diego Electric Railway Company for permission to increase the fares charged by them, and shall show, so far as is reasonably practicable, whether said application is justified.

(2) The Engineer's work on said analysis and report has begun on the 29th day of January, 1947, and is to be continued diligently by him, and is to be completed by the filing of said report with the City Clerk of the City within a period of approximately three weeks after said 29th day of January, 1947.

(3) In addition to making said analysis and report, the Engineer shall also, if so requested by the Council of the City, appear and testify upon the matters covered by said analysis and report, before the Public Utilities Commission at the hearing on said application of the San Diego Electric Railway Company.

(4) With the said report to be filed with the City Clerk, the Engineer shall furnish three duplicates thereof, each signed by himself and in suitable form to be offered in evidence at the said hearing before the Public Utilities Commission.

(5) For his said services, the City shall pay to the Engineer the following sums: (a) a per diem compensation of Forty Dollars (\$40.00) per day for the time spent in compiling said analysis and report; (b) the further sum of Twelve Dollars (\$12.00) per day for the Engineer's living expenses, for the same period; (c) the actual and reasonable cost incurred by the Engineer for his transportation from Portland, Oregon, to San Diego, California, and return. In the event that the Engineer is required by the City to appear as a witness before the Public Utilities Commission, as provided in paragraph (3) hereinabove, his compensation and expenses shall be paid at the same rates for the time required.

(6) The total cost to the City under the terms of this contract shall not exceed the sum of Fifteen Hundred Dollars (\$1500.00) without the permission of the Council of said City, expressed by Resolution.

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. 85163 of the Council authorizing such execution, and said Engineer has hereunto subscribed his name, this 10th day of February, 1947.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

W. H. LINES
Engineer

I HEREBY APPROVE the form and legality of the foregoing agreement this 10th day of February, 1947.

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 Wm. H. Lines for Analysis of San Diego Electric Railway Company's Operations; being Document No. 369664.

FRED W. SICK
City Clerk of The City of San Diego, California,
By Betty J. Schriener Deputy.

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the Ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, DEAN C. BENTER is the owner of Lots 19, 20 & portion of Lot 21, Block 6, of Resub of Blks 5&6 - 15&16 Crittendens' Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of February 1947, by Dean C. Benter, I Dean C Benter will, for and in consideration of the permission granted to remove 84' feet of curbing on University Ave between 7th & and 8th 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 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.

DEAN C. BENTER
745 Uni. Ave.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 5th day of Feb., A.D. Nineteen Hundred and 47 before me Harry Benter, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dean C Benter 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)

HARRY BENTER
Notary Public in and for the County of San Diego,
State of California.

My Commission Expires Nov. 26, 1947

I here by approve the form of the foregoing agreement this 10th day of February, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 20 1947 10AM. IN BOOK 2330 AT PAGE 493 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy A. S. GRAY

W J McCARTHY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Dean C. Benter to City of San Diego; being Document No. 369665.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schriener 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, James Hervey Johnson is the owner of Lot E, Block 2, Hortons Addition, Block__ of _____

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of February, by James Hervey Johnson, _____ will, for and in consideration of the permission granted to remove 20 feet of curbing on 12th Ave. between B and A 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.

JAMES HERVEY JOHNSON

1223 12th Ave., San Diego 2, Calif.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 6th day of February, A.D. Nineteen Hundred and forty-seven before me the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared James Hervey Johnson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

JEAN PERKINS

(SEAL)

Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the foregoing agreement this 10th day of February, 1947.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney.

RECORDED FEB 20 1947 10AM. IN BOOK 2330 AT PAGE 480 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy A. S. GRAY

W J McCARTHY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from James Hervey Johnson to City of San Diego; being Document No. 369666.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schriener 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, Lester W. Haulman is the owner of Lots 11 & 12, Block 64, of Middletown.

NOW, THEREFORE, This AGREEMENT, signed and executed this Third day of February, by Lester W. Haulman. I will for and in consideration of the permission granted to remove 22 feet of curbing on Kettner Blvd. between Ivy and Juniper Sts. 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.

LESTER W. HAULMAN

2266 Kettner Blvd.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 3rd day of Feb., A.D. Nineteen Hundred and forty-seven before me Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn,

personally appeared Lester W. Haulman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 8/13/49

I hereby approve the form of the foregoing agreement this 11th day of February, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 20 1947 10 AM. IN BOOK 2330 AT PAGE 481 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I hereby certify that I have correctly transcribed this document in above mentioned book.

W J McCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Lester W. Haulman to City of San Diego; being Document No. 369701.
FRED W. SICK

City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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. P. Mulhall is the owner of Lot N 50 ft. of S 200 Ft., Block 196 1/2, of Horton's Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd. day of Feb.-1947, by J. P. Mulhall. I will, for and in consideration of the permission granted to remove 15 feet of curbing on Front Street between Ash St. and Beech 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 agree that this agreement shall be binding on J. P. Mulhall _____ 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. P. MULHALL
1446 Front St.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 3rd day of Feb., A.D. Nineteen Hundred and Forty-seven before me W. A. Wiedenbeck, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. P. Mulhall known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

W. A. WIEDENBECK
Notary Public in and for the County of San Diego,
State of California

I hereby approve the form of the foregoing agreement this 11th day of February, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 20 1947 10 AM. IN BOOK 2330 AT PAGE 482 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

W J McCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from J.P. Mulhall to City of San Diego; being Document No. 369702.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

KNOW ALL MEN BY THESE PRESENTS, That UNITED CONCRETE PIPE CORPORATION, a corporation, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four thousand one hundred twenty-seven Dollars (\$4,127.00), lawful money of the United States of America, to be 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 February, 1947.
THE CONDITION OF THE ABOVE 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, at points designated by the Engineer in the vicinity of Alvarado Regulating Reservoir reinforced concrete cylinder pipe and special fittings for the Alvarado Regulating Reservoir; 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:
DS ROBERTS, Secy.
UNITED CONCRETE PIPE CORPN. (SEAL)
By T. P. POLICH Vice Pres.
Principal.
MARYLAND CASUALTY COMPANY (SEAL)
By FRANCES GRAY
Attorney-in-Fact

STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES }

On this 5th day of February in the year one thousand nine hundred and Forty-seven, before me L. W. Sudmeier a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared FRANCES GRAY known to me to be the duly authorized Attorney-in-Fact of MARYLAND CASUALTY COMPANY and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said corporation and the said FRANCES GRAY acknowledged to me that he subscribed the name of the MARYLAND CASUALTY COMPANY 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) L. W. SUDMEIER
Notary Public in and for said County and State.
L. W. SUDMEIER
My Commission expires _____

I hereby approve the form of the within Bond, this 7th day of February, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 7th day of February 1947.

E. 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 February, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City and UNITED CONCRETE PIPE CORPORATION, A corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, at points designated by the Engineer in the vicinity of Alvarado Regulating Reservoir site:

Item No.	Estimated Quantity	Description.
1	50 lin. ft.	72" I.D. reinforced concrete cylinder pipe, including short sections, and joint gaskets.
2	160 lin. ft.	54" O.D. reinforced concrete cylinder pipe, including short sections, beveled sections, bends and joint gaskets.
3.	281 lin. ft.	42" I.D. reinforced concrete cylinder pipe, including short sections, beveled sections, bends and joint gaskets.
4	2 each	6" outlet with standard flanged riser 12" long, on pipe and/or special fittings; including blind flange, bolts, nuts, gaskets, and 2" threaded outlet on side of riser.
5	1 each	4" standard flanged outlet for air valve.
6	2 each	2" outlet with standard pipe threads.
7	2 each	1" outlet with standard pipe threads.
8	2 each	18" I.D. access manhole into pipe.
9	10,500 lbs.	Steel pipe, reducers, flanges and connection material, mortar coated and lined where applicable.
10	1 each	Flexible coupling, Dresser No. 38 or equal, for 30" I.D. 1/4" plate pipe.

All of said pipe and special fittings to be in accordance with the specifications and drawings contained in Document No. 367764, on file in the office of the City Clerk of said City; a copy of which specifications and drawings is attached hereto and made a part hereof.

Said contractor hereby agrees to furnish and deliver the pipe and special fittings hereinabove described, at and for the following prices, to-wit:

Item No.	Estimated Quantity	Description with Unit Bid	Unit Price	Total
1	50 lin. ft.	72" I.D. reinforced concrete cylinder pipe, including short sections, and joint gaskets, Forty Dollars per linear foot (laying length)	\$40.00	\$2,000.00
2	160 lin. ft.	54" I.D. reinforced concrete cylinder pipe, including short sections, bends and joint gaskets, Twenty-four Dollars per linear foot (laying length)	24.00	3,840.00
3	281 lin. ft.	42" I.D. reinforced concrete cylinder pipe, including short sections, beveled sections, bends and joint gaskets, Twenty-		

4	2 each	three dollars and fifty cents per linear foot (laying length)	\$23.50	6,603.50
		6" outlet with standard flanged riser 12" long, on pipe and/or special fittings; including blind flange, bolts, nuts, gasket, and 2" threaded outlet on side of riser. Seventy Dollars each	\$70.00	140.00
5	1 each	4" standard flanged outlet for air valve. Twenty-eight Dollars each	\$28.00	28.00
6	2 each	2" outlet with standard pipe threads. Twenty Dollars each	\$20.00	40.00
7	2 each	1" outlet with standard pipe threads. Ten Dollars	\$10.00	20.00
8	2 each	18" I.C. access manhole into pipe. Two hundred fifty Dollars each	\$250.00	500.00
9	10,500 lbs.	Steel pipe, reducers, flanges and connections material, mortar coated and lined where applicable; (price based upon weight of steel only). Thirty-one cents per pound	\$.31	3,255.00
10	1 each	Flexible coupling, Dresser No. 38 or equal, for 30" I.D. 1/4" plate pipe. Eighty Dollars each	\$80.00	80.00

Said prices include the California State Sales Tax.

Said contractor agrees to deliver said pipe and special fittings within 110 days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said pipe and special fittings by said contractor, according to the terms of this contract and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Sixteen Thousand Five hundred Six and 50/100 Dollars (\$16,506.50), including California State Sales Tax.

Payment for said pipe and special fittings 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 claims 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 pipe and special fittings, in accordance with said specifications and drawings, 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 material furnished 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. 85025 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:
DS ROBERTS, Secy.

UNITED CONCRETE PIPE CORPN.
Contractor. (SEAL)
By T. P. POLICH Vice Pres.

I hereby approve the form and legality of the foregoing contract this 7th day of February, 1947.

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 Con-

tract with United Concrete Pipe Corporation for furnishing Pipe and Valves for Alvarado Regulating Reservoir; being Document No. 369713.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 35 Block 223 Subdivision Pacific Beach
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Hornblend Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Cass and Dawes
TOTAL AMOUNT TO BE PAID Twenty-five DOLLARS. (\$25.00)
NO. OF EQUAL INSTALLMENTS five 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 W. L. HAY

ADDRESS 1024 Hornblend St.

DATE February 11, 1947

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

ON THIS 11th DAY OF February, A.D. NINETEEN HUNDRED AND 47 BEFORE ME Clark M. Foote Jr. A NOTARY PUBLIC IN AND FOR SAID COUNTY, RESIDING THERIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED W. L. Hay KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT he EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL 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 17, 1947

SCHEDULE OF PAYMENTS			
DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
2/11/47	\$5.00	2/11/47	4140
3/11/47	5.00		
4/11/47	5.00		
5/11/47	5.00		
6/11/47	5.00		

RECORDED MAR 12 1947 40 MIN PAST 11 AM. IN BOOK 2317 AT PAGE 454 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

V. 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 W. L. Hay to City of San Diego; being Document No. 369724.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

SUPPLEMENTAL AGREEMENT, Made this 20th day of November, 1946, between THE CITY OF SAN DIEGO, A municipal corporation, acting by and through its Harbor Commission, hereinafter called "City", first party, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation, hereinafter called "Railway Company", second party.

R E C I T A L S:
By an instrument in writing dated November 12, 1919, pursuant to authorization contained in Ordinance No. 7847 of the ordinances of the City passed and adopted on September 25, 1919, the City leased to the Railway Company certain tidelands therein more fully described. Said lease, which bears Official Document No. 127750 and is recorded in Book 3, page 356, et seq., Records of the City Clerk, is designated in the records of the Railway Company as Contract Secretary's No. 18019, and for convenience is hereinafter referred to as "Original Lease".

Subsequently, by instruments in writing dated May 27, 1941, December 31, 1941, September 2, 1942, August 11, 1943, and May 10, 1945, designated in the records of the Railway Company as Contract Secretary's Nos. 18019-A, 18019-B, 18019-C, 18019-D and 18019-E, respectively, the Original Lease was modified and/or amended in the particulars therein set forth.

It is now the desire of the parties to further modify an/or amend the Original Lease as hereinafter stated.

A G R E E M E N T:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:
That the Original Lease is hereby further modified and/or amended in the following respects, to-wit:
That there is eliminated from the leased premises the following described parcel of land:

An irregular shaped parcel of land in the City of San Diego, County of San Diego, State of California, being a portion of the tidelands of the Bay of San Diego, and being more particularly described as follows:

Commencing at the intersection of the southerly line of L Street with the easterly line of 5th Avenue, in said City of San Diego; thence South 0° 25' 20" East along said easterly line 133.788 feet to a point in the Mean High Tide Line of the Bay of San Diego, as said Tide Line is shown on map filed in the office of the County Recorder of said County, March 11, 1919, as Miscellaneous Map No. 18, said point being the true point of beginning for this description; thence continuing South 0° 25' 20" east 42.842 feet to a point in the northeasterly line of Harbor Drive, being a point in the southwesterly line of that certain land described in lease dated November 12, 1919, and designated in the records of the Atchison, Topeka and Santa Fe Railway Company as Secretary's No. 18019; thence North 56° 55' 03" West along said southwesterly line 95.942 feet to a point in the southerly prolongation of the westerly line of 5th Avenue; thence North 0° 25' 20" West along said west line 44.727 feet to said Mean High Tide Line; thence South 55° 59' 20" East along said Tide Line 96.995 feet to the true point of beginning; containing an area of 0.08 of an acre, more or less.

Said above described parcel being shown by hatched lines upon Drawing No. 77-24815 dated September 4, 1946, hereto attached, marked "Exhibit A" and by reference made a part hereof.

It is further understood and agreed that all of the terms and conditions of the Original Lease, except as heretofore and hereinabove specifically modified and/or amended, shall continue in full force and effect.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names, as and for the act of said City, and said The Atchison, Topeka and Santa Fe Railway Company has caused this agreement to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, as of the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By EMIL KLICKA
R. H. VAN DEMAN
Members of the Harbor Commission
of The City of San Diego.

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY,
By J. H. KEEFE
Its Vice-President

(SEAL)
ATTEST:
A. O. APPEL
Its Assistant Secretary

I hereby approve the form of the foregoing agreement this 2nd day of January, 1947.

J. F. DuPAUL
By J. H. McKINNEY

STATE OF ILLINOIS) ss.
COUNTY OF COOK

On this 14th day of December in the year one thousand nine hundred and forty-six, before me WILLIAM A. HAMILTON, a Notary Public in and for the County of Cook, State of Illinois, personally appeared J. H. Keefe, known to me to be the Vice President of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

(SEAL) WILLIAM A. HAMILTON
Notary Public in and for said County of Cook, State of Illinois

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES

On this 24th day of December in the year one thousand nine hundred and forty-six, before me S. A. FORRESTER a Notary Public in and for said County of Los Angeles, State of California, personally appeared A. O. APPEL, known to me to be the Ass't Secretary of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed the said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

(SEAL) S. A. FORRESTER
Notary Public in and for said County of Los Angeles
State of California

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement covering modification Tidelands Lease - A.T. and S.F. Ry CO.; being Document No. 369742.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 13th day of February, 1947, 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 SHELL OIL COMPANY, INCORPORATED, a corporation, hereinafter sometimes designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Shell Oil Company, Incorporated, lessee as aforesaid, upon the terms and conditions and for

the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the lands bordering and extending in to the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, which said lands are more particularly described as follows, to-wit:

PARCEL NO. 1:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 840.40 feet northwesterly from Government Station No. 185, said point being the most southerly corner of that certain tideland area occupied by William Kairot under tideland Use and Occupancy Permit; thence north 39° 18' 15" east a distance of 218 feet to the true point or place of beginning; thence north 50° 50' west a distance of 20 feet to a point; thence north 39° 18' 15" east a distance of 205 feet to a point; thence south 50° 50' east a distance of 60 feet to a point; thence south 39° 18' 15" west a distance of 205 feet to a point; thence north 50° 50' west a distance of 40 feet to the true point or place of beginning; containing 12,300 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 840.40 feet northwesterly from Government Station No. 185, said point being the most southerly corner of that tideland area occupied by William Kairot under tideland Use and Occupancy Permit; thence north 39° 18' 15" east along the southeasterly line of said permit area a distance of 147 feet to the most easterly corner thereof; thence south 50° 50' east a distance of 40 feet to a point; thence south 39° 18' 15" west a distance of 147 feet to an intersection with the said U. S. Bulkhead Line; thence north 50° 50' west along the said U. S. Bulkhead Line to the point or place of beginning; containing 5,880 square feet of tideland area.

PARCEL NO. 3:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 840.40 feet northwesterly from Government Station No. 185, said point being the most southerly corner of that tideland area occupied by William Kairot under tideland use and Occupancy Permit; thence south 50° 50' east along the said U. S. Bulkhead Line a distance of 100 feet to a point, said point being the westerly corner of that tideland area leased to Van Camp Sea Food Co., Inc.; thence at right angles south 39° 10' 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 50° 50' west along the said U. S. Pierhead Line a distance of 100 feet to a point; thence at right angles north 39° 10' east a distance of 700 feet, more or less, to the point or place of beginning; containing 70,00 square feet of water covered area.

The said lands hereinabove described being shown on the map or plat, designated as Drawing No. 101-B-2, dated November 12, 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 lessee for the period of ten (10) years, beginning on the 1st day of March, 1947, and ending on the 28th day of February, 1957, unless sooner terminated as herein provided, at the following rentals:

FOR PARCEL NO. 1 AND PARCEL NO. 2:

For the first five (5) years of said term, the sum of three cents (3¢) per square foot per year;

For the second and last five (5) years of said term, the sum of four cents (4¢) per square foot per year.

FOR PARCEL NO. 3:

For the first five (5) years of said term, the sum of one hundred dollars (\$100.00) per month;

For the second and last five (5) years of said term, the sum of one hundred fifty dollars (\$150.00) per month.

All rentals hereunder shall be due and payable monthly upon the first day of each and every month during the term of this lease.

In addition to the rentals hereinabove provided to be paid the Harbor Commission of said City may assess a tax of one-half cent (1/2¢) per barrel of forty-two (42) gallons for all oil received by the lessee over the wharf or dock to be constructed on said leased premises.

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 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 franchises 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 and Parcel No. 2 shall be used for the purpose of constructing, maintaining and operating thereon buildings, tanks, pipelines for the transportation of oil, water, gas and other substances, lines for telephone, telegraph, light and power purposes, and such other structures and facilities for the storage and sale of oil and other petroleum products in connection with the operation of a bulk plant and marine service station.

That the demised premises hereinabove described as Parcel No. 3 shall be used only and exclusively for the construction, maintenance and operation of a wharf or dock, pipelines for the transportation of oil, water, gas and other substances, lines for telephone, telegraph, light and/or power purposes, and such other structures and facilities as may be necessary or convenient for conducting and carrying on the business of the said lessee. That said lessee shall also have the right to dock or cause to be docked vessels at such wharf or dock for the purpose of loading or discharging cargo, subject to such regulations as are now

in force or as may hereafter be prescribed by the proper authority of The City of San Diego covering the dockage of vessels at wharves in the Bay of San Diego.

(2) That said lessee shall during the term of this lease have the right of ingress to and egress from the said leased premises.

(3) That all plans for buildings, structures, wharves and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of the City of San Diego, and shall be subject to the approval of the Harbor Commission and the Planning Commission of said City.

(4) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessee to be paid compensation for its buildings, structures, and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessee, the lessee shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by it on said premises.

(5) That in the event a bulkhead is built and dredging done in the vicinity of said leased lands, requiring the use of any part of the demised premises before the expiration of the term of this lease, the lessee shall remove therefrom any and all structures, including wharf or dock erected on said premises at its own cost and expense.

(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 lessee will remove any structures or buildings from said demised premises as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at its own cost and expense, and without any right or claim to damages or compensation therefor; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(8) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above set forth, or shall fail or refuse to perform any of the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the City requiring the lessee to comply with the provisions of this lease in any and all respects wherein the lessee may be in default, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and said lessee shall thereupon forthwith remove from said premises and shall have no further right or claim thereto, and said City shall immediately thereupon, without recourse to the Courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and hereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(9) Reference is hereby made to all laws as now existing and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made thereby are made a part of this lease with like effect as though the same were expressly set forth herein.

Upon the effective date of this lease the lease heretofore entered into between The City of San Diego and Shell Oil Company, a corporation, which said lease is dated September 8, 1938, and is on file in the office of the City Clerk of said City under Document No. 310032, and recorded in Book 10, page 268, Records of said City Clerk, shall immediately terminate and be of no force or effect, save only that there shall be an adjustment between the City and the lessee of any rentals payable or paid under the said lease.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessee has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO

Lessor.

By EMIL KLICKA

R. H. VAN DEMAN

H. M. SMITH

Members of the Harbor Commission
of the City of San Diego.

SHELL OIL COMPANY, INCORPORATED

Lessee

By C. G. McLAREN

Vice-President

ATTEST:

A. R. BRADLEY

Assistant Secretary

I hereby approve the form of the foregoing Lease, this 13th day of January, 1947.

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 Tidelands Lease - Shell Oil Co. ; being Document No. 369743.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance no. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, James Hervey Johnson is the owner of West 50 feet of Lot 5, Block 8, Bayview Homestead addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of February, 1947, by

James Hervey Johnson. I will, for and in consideration of the permission granted to remove 16 feet of curbing on Sixth Avenue between Cedar and Date and _____ adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself 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.

JAMES HERVEY JOHNSON
1223 12th Ave. San Diego 2, Calif.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO } ss.

On this 10th day of Feb., A.D. Nineteen Hundred and forty-seven before me Florence B. Reehl, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James Hervey Johnson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FLORENCE B. REEHL
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

I hereby approve the form of the foregoing agreement this 14th day of February, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 20 1947 10 AM. IN BOOK 2330 AT PAGE 482 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

W. J. McCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from James Hervey Johnson to City of San Diego; being Document No. 369834.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner 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, Jeanne B. Fiori, (formerly Jeanne B. Chisholm) is the owner of Lot B, Block 23, of Hortons Additon.

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of February, 1947, by Jeanne B. Fiori. I will, for and in consideration of the permission granted to remove 16 feet of curbing on 10th Ave. between B Street and C 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 direct 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.

JEANNE B. FIORI
1223 12th Ave. San Diego 2, Calif.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 10th day of Feb., A.D. Nineteen Hundred and forty-seven before me J. H. Johnson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jeanne B. Fiori known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

J. H. JOHNSON
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

I hereby approve the form of the foregoing agreement this 14th day of February, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney.

RECORDED FEB 20 1947 10 AM. IN BOOK 2330 AT PAGE 483 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
W. J. McCARTHY

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Jeanne B. Fiori to City of San Diego, being Document No. 369835.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schriener Deputy

UNDERTAKING FOR STREET LIGHTING.
Eighth Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Travelers Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ELEVEN and no/100 DOLLARS (\$11.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of January, 1947.

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 EIGHTH AVENUE, between the easterly prolongation of the north line of Pennsylvania Avenue and the westerly prolongation of the south line of Lot 8, Block 7, Resubdivision of the east one-half of Block 8, Crittenden's Addition and Block 7, La Canyada Villa Tract; and PENNSYLVANIA AVENUE, between the west line of Eighth Avenue and the northerly prolongation of the west line of Lot 26, in Block 8, Resubdivision of the east one-half of Block 8, Crittenden's Addition and Block 7, La Canyada Villa Tract, 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

THE TRAVELERS INDEMNITY COMPANY
By CHARLES L. JANECK
Surety (SEAL)

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 30th day of January, 1947, before me personally came CHARLES L. JANECK 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)

FRANCES S. BOWERS
Notary Public

My commission expires August 17, 1950.

I hereby approve the form of the foregoing undertaking this 13th day of February, 1947.

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. 85038 passed and adopted on the 21st day of January, 1947, require and fix the sum of \$11.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK
City Clerk of The City of San Diego. (SEAL)
By A. M. WADSTROM
Deputy.

CONTRACT FOR STREET LIGHTING.
Eighth Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 18th day of February, 1947, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of the City of San Diego, has been awarded the contract for the work hereinafter mentioned.

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit: Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of certain ornamental street lights located on or along the following streets in the City of San Diego, California, to-wit:

EIGHTH AVENUE, between the easterly prolongation of the north line of Pennsylvania Avenue and the westerly prolongation of the south line of Lot 8, Block 7, Resubdivision of the east one-half of Block 8, Crittenden's Addition and Block 7, La Canyada Villa Tract; and

PENNSYLVANIA AVENUE, between the west line of Eighth Avenue and the northerly prolongation of the west line of Lot 26, in Block 8, Resubdivision of the east one-half of Block 8, Crittenden's Addition and Block 7, La Canyada Villa Tract.

Such furnishing of electric current shall be for the period of one year, from and in-

cluding January 1, 1947, to-wit: to and including December 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 Eighth Avenue Lighting District No. 1", filed October 25, 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 Forty and 80/100 Dollars (\$40.80) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Eighth Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Forty and 80/100 Dollars (\$40.80) shall be paid out of any other fund than said special fund designated as "Eighth Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provision 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 Forty and 80/100 Dollars (\$40.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" 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
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council.

APPROVED
FEB 15 1947
F. A. RHODES
City Manager

ATTEST:"

FRED W. SICK
City Clerk
By A. M. WADSTROM
Deputy

I hereby approve the form of the foregoing Contract, this 13th day of February, 1947.

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 Eighth Avenue Lighting District No. 1; being Document No. 369855.

FRED W. SICK
City Clerk of The City of San Diego, California.
By F. W. Allen Deputy

HA(V-4568) mph

LEASE TO LOCAL BODY OF LAND OWNED BY THE UNITED STATES FOR TEMPORARY HOUSING.
PURSUANT TO TITLE V (AS AMENDED) OF THE LAMHAM ACT
CAL-V-4568 "LOMA LINDA PARK" on site of War Housing Project CAL-4680 San Diego

THIS LEASE entered into this 23 day of October 1946 between the United States of America acting by and through the Commissioner of the Federal Public Housing Authority or any successor to its powers, functions and duties, herein called the FPHA, 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:

1. 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 FPHA does hereby lease to the Local Body the following described tract of land; That certain portion of War Housing Project Site #CAL-4680, located in Pueblo Lots 241 and 312 of the Pueblo Lands of San Diego as is fully described in the legal description and "Plat SHOWING PORTION OF LOMA PARK TO BE USED BY CITY OF SAN DIEGO UNDER TITLE V CONTRACT" attached hereto as exhibits, together with all improvements thereon and appurtenances thereto (herein called the "Premises").

2. To have and to hold the Premises for a term of one year beginning on the 23 day of October 1946.

3. The Local Body shall pay to the FPHA as annual rent for the Premises the sum of \$2160.00, being at the rate of \$15 each for 144 family units. The rent shall be paid by check or money order, payable to the Treasurer of the United States in the following manner: Quarter annual installments. Local Body expressly agrees to assume all taxes and in lieu payments required by agreement or judgment, and to reimburse FPHA for any such payments it may have made or will make for the period beginning with the date hereof.

4. This lease shall be automatically renewed from year to year upon the same terms and conditions unless the Local Body shall give the FPHA written notice of its intention not to renew at least 60 days prior to the end of the original term of this lease or any renewal thereof; provided, however, that this lease shall be terminated in any event and without further notice on a date two years after the termination of the emergency declared by the President to exist on September 8, 1939 provided that such termination at the end of such period 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 the Premises are still needed to provide housing for eligible tenants in the interests of the orderly demobilization of the war effort.

5. The Local Body or FPHA may terminate this lease at any time during the original term or any renewal thereof by giving the other party 60 days written notice of such intention to terminate. In the event of such termination, the rent payable for the period during which the termination occurs shall be pro-rated.

6. The Local Body shall have the right to make alterations, erect, install and maintain additions and structures, and attach fixtures to the Premises and make any and all improvements thereto including utilities and roads. All such alterations, additions, structures, fixtures, and improvements (including foundations, concrete piers and slabs) shall be and remain the property of the Local Body, and shall be removed from the Premises by the Local Body prior to or within 60 days after the expiration or termination of this lease. Local Body agrees that the right of ingress and egress of occupants of the Housing units, located on adjacent lands, to the Community Building located at the corner of Frontier and Kemper Streets shall not be impaired by reason of this lease.

7. In the event of any default or failure by the Local Body to perform any of the terms and conditions of this lease, the FPHA at its option may terminate this lease and all rights and privileges of the Local Body hereunder by giving 30 days notice thereof to the Local Body; provided, however, that before giving notice of termination hereunder, FPHA will notify the Local Body of any default and unless such default is remedied within 10 days from the date of such notice FPHA may terminate this lease as aforesaid. Upon termination at the end of 30 days the FPHA, its representatives, agents, assigns or successors, shall have the right without further demand or notice to re-enter and take possession of the Premises. Nothing in this paragraph shall limit or affect the right of FPHA to recover from the Local Body for any damages or losses suffered by FPHA arising out of the negligence of the Local Body or out of any violation of the terms and conditions, of this lease prior to termination pursuant to the provisions of this paragraph.

8. Upon any termination provided herein the Local Body shall restore the Premises to the original condition at the time possession thereof was taken, and shall surrender the Premises to FPHA in a clean, safe, and slightly condition.

9. This lease shall not be assigned, nor shall the Premises be sublet except to tenants pursuant to Title V (As Amended) of the Lanham Act, without the written consent of the FPHA.

10. The FPHA acting through its agents, representatives, or employees at all reasonable times shall have the right and privilege to enter upon the Premises for the purposes of inspection.

11. Any notice, request, demand, or other communication required to be given by or issued to FPHA pursuant to the terms of this lease may be given by or issued to the Regional Director, Federal Public Housing Authority, 760 Market Street, San Francisco 2, California; and any notice, request, demand, or other communication which under the terms of this lease is to be given by or issued to the Local Body; may be given by or issued to The City Manager of the City of San Diego whose address is Civic Center, San Diego California.

12. 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 any work in connection with this lease. The Local Body shall include this provision in all contracts for any part of any work done under the provisions of this lease.

13. No member of or Delegate to Congress, or Resident Commissioner, shall be entitled to any share or part of this lease or any benefit that may arise therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

THE UNITED STATES OF AMERICA

By FRANK W. ROSE

For the Federal Public Housing
Authority Commissioner

THE CITY OF SAN DIEGO

Local Body

By F. A. RHODES

City Manager

(Title)

Approved as to Form Asst. Regional Counsel

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Lease - FPHA for Loma Linda Park, War Housing Project Cal-4680; being Document No. 369869.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schriener Deputy

HA(V-4568) mph-2

LEASE TO LOCAL BODY OF LAND OWNED BY THE UNITED STATES FOR TEMPORARY HOUSING
PURSUANT TO TITLE V (AS AMENDED) OF THE LANHAM ACT
CAL-V-4568.. "Riverlawn" on site of War Housing Project CAL-4094-4095B

THIS LEASE entered into this 23 day of July 1946 between the United States of America acting by and through the Commissioner of the Federal Public Housing Authority or any successor to its powers, functions, and duties, herein called the FPHA, 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:

1. 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 FPHA does hereby lease to the Local Body the following described tract of land: All of those portions of Pueblo Lots 278, 279 and 307 of the Pueblo Lands of San Diego, according to a map thereof made by James Pascoe in 1870, a copy of which is on file in the office of the Recorder of San Diego County, State of California, and known as Miscellaneous Map No. 36, as is more particularly described in Exhibit A attached hereto together with all improvements thereon and appurtenances thereto (herein called the "Premises"); but reserving unto FPHA easement for utilities for adjoining housing

projects.

2. To have and to hold the Premises for a term of one year beginning on the 23 day of July 1946.

3. The Local Body shall pay to the FPHA as annual rent for the Premises the sum of \$3840.00, being at the rate of \$15. each for 256 family units. The rent shall be paid by check or money order, payable to the Treasurer of the United States in the following manner: Quarter annual installments. Local Body expressly agrees to assume all taxes and in lieu of payments required by agreement or judgment, and to reimburse FPHA for any such payments it may have made or will make for the period beginning with the date hereof. same

4. This lease shall be automatically renewed from year to year upon the terms and conditions unless the Local Body shall give the FPHA written notice of its intention not to renew at least 60 days prior to the end of the original term of this lease or any renewal thereof; provided, however, that this lease shall be terminated in any event and without further notice on a date two years after the termination of the emergency declared by the President to exist on September 8, 1939 provided that such termination at the end of such period 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 the Premises are still needed to provide housing for eligible tenants in the interests of the orderly demobilization of the war effort.

5. The Local Body or FPHA may terminate this lease at any time during the original term or any renewal thereof by giving the other party 60 days written notice of such intention to terminate. In the event of such termination, the rent payable for the period during which the termination occurs shall be pro-rated.

6. The Local Body shall have the right to make alterations, erect, install and maintain additions and structures, and attach fixtures to the Premises and make any and all improvements thereto including utilities and roads. All such alterations, additions, structures, fixtures, and improvements (including foundation, concrete piers and slabs) shall be and remain the property of the Local Body, and shall be removed from the Premises by the Local Body prior to or within 60 days after the expiration or termination of this lease. Local Body agrees that the right of ingress and egress of occupants of the Housing Units located on adjacent lands shall not be impaired by reason of this lease, but shall continue to the same extent as though this lease had not been executed.

7. In the event of any default or failure by the Local Body to perform any of the terms and conditions of this lease, the FPHA at its option may terminate this lease and all rights and privileges of the Local Body hereunder by giving 30 days notice thereof to the Local Body; provided, however, that before giving notice of termination hereunder, FPHA will notify the Local Body of any default and unless such default is remedied within 10 days from the date of such notice FPHA may terminate this lease as aforesaid. Upon termination at the end of 30 days the FPHA, its representatives, agents, assigns or successors, shall have the right without further demand or notice to re-enter and take possession of the Premises. Nothing in this paragraph shall limit or affect the right of FPHA to recover from the Local Body for any damages or losses suffered by FPHA arising out of the negligence of the Local Body or out of any violation of the terms and conditions of this lease prior to termination pursuant to the provisions of this paragraph.

8. Upon any termination provided herein the Local Body shall restore the Premises to the original condition at the time possession thereof was taken. and shall surrender the Premises to FPHA in a clean, safe, and slightly condition.

9. This lease shall not be assigned, nor shall the Premises by sublet except to tenants pursuant to Title V (As Amended) of the Lanham Act, without the written consent of the FPHA.

10. The FPHA acting through its agents, representatives, or employees at all reasonable times shall have the right and privilege to enter upon the Premises for the purposes of inspection.

11. Any notice, request, demand, or other communication required to be given by or issued to FPHA pursuant to the terms of this lease may be given by or issued to the Regional Director, Federal Public Housing Authority, 760 Market Street, San Francisco 2, California; and any notice, request, demand, or other communication which, under the terms of this lease, is to be given by or issued to the Local Body, may be given by or issued to the City Manager whose address is Civic Center, San Diego, California.

12. 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 any work in connection with this lease. The Local Body shall include this provision in all contracts for any part of any work done under the provisions of this lease.

13. No Member of or Delegate to Congress, or Resident Commissioner, shall be entitled to any share or part of this lease or any benefit that may arise therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

THE CITY OF SAN DIEGO
Local Body
By F. A. RHODES
City Manager
(Title)

THE UNITED STATES OF AMERICA
By FRANK W. ROSE
For the Federal Public Housing
Authority Commissioner

Approved as to Form Asst. Regional Counsel

Exhibit A

LEGAL DESCRIPTION OF PORTIONS OF RIVERLAWN TO BE USED BY THE CITY OF SAN DIEGO UNDER TITLE V, CONTRACT CAL-V-4568.

All those portions of Pueblo Lots 278, 279 and 307 of the Pueblo Lands of San Diego, according to a map thereof made by James Pascoe in 1870, a copy of which is on file in the Office of the Recorder of San Diego County, State of California, and known as Miscellaneous Map No. 36, described as follows: (Shown on Drawing No. E-621,8/26/46)

PARCEL A (Pueblo Lot 278)

Beginning at the most northerly corner of Pueblo Lot 278, thence S 65° 34' 36" E a distance of 660.52 ft. to a point, being the most easterly corner of said Lot 278; thence S 24° 29' W a distance of 401.34 ft. to a point on the easterly line of said lot; thence N 65° 34' 36" W a distance of 660.43 ft. to a point on the westerly line of said lot; thence N 24° 29' 04" E along said westerly line a distance of 401.34 ft. to the point of beginning.

PARCEL B (Pueblo Lot 279)

Beginning at the most northerly corner of Pueblo Lot 278, being also the most westerly corner of Lot 279, N 24° 29' 04" E a distance of 267.25 ft. to a point; thence N 66° 08' 04" E a distance of 526.66 ft. to a point on the northerly line of said Lot 279; thence S 65° 38' E along said northerly line a distance of 310.70 ft. to a point, said point being the most easterly corner of Pueblo Lot 279; thence along the easterly line of said Lot 279 S 24° 29' W

a distance of 384.01 ft. to a point; thence N 65° 31' W a distance of 92.00 ft. to a point; thence S 24° 29' W a distance of 80.27 ft. to the beginning of a curve to the left with a radius of 30.00 ft.; thence along the arc of said curve subtending a central angle of 90° a distance of 47.13 ft. to the end of said curve; thence S 24° 25' 36" W a distance of 24.00 ft. to a point; thence S 65° 46' 35" E a distance of 61.69 ft. to a point on the easterly line of said Lot 279; thence along the easterly line S 24° 29' W a distance of 142.59 ft. to the most southerly corner of said lot; thence along the southerly line of said lot N 65° 34' 36" W a distance of 660.52 ft. to the point of beginning.

PARCEL C: (Pueblo Lot 307)

Beginning at the most easterly corner of Pueblo Lot 279; thence S 24° 29' W a distance of 114.00 ft. to a point, being also the most northerly corner of Pueblo Lot 307, and the true point of beginning; thence S 65° 34' 23" E along the northerly line of Pueblo Lot 307 a distance of 120.00 ft. to a point on the northerly line of said Lot 307; thence S 24° 29' W a distance of 150.00 ft. to a point; thence N 65° 34' 24" W a distance of 120.00 ft. to a point on the line common to Pueblo Lot 307 and Pueblo Lot 279; thence along said line N 24° 29' E a distance of 150.00 ft. to the point of beginning.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with FPHA-Riverlawn-War Housing Project Cal-4094-4095B; being Document No. 369870.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schreiner Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. PHILIP BARTLETT, an individual doing business as FARM MACHINE COMPANY, as Principal and PACIFIC EMPLOYERS INSURANCE COMPANY, 1033 So. Hope Street, Los Angeles, California a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED NINETY-TWO and no/100 Dollars (\$492.00), lawful money of the United States of America, to be paid to said The City of San Diego, for 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 13th day of February, 1947.

THE CONDITION OF THE ABOVE 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-Ford Ferguson tractor with attachments 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. PHILLIP BARTLETT
an individual doing business as
FARM MACHINE COMPANY

PACIFIC EMPLOYERS INSURANCE COMPANY
1033 SO. HOPE ST., LOS ANGELES, CALIF.
Surety (SEAL)

By J. E. HEDQUIST
Attorney in Fact

STATE OF CALIFORNIA { ss.
COUNTY OF SAN DIEGO }

On this 13th day of February, 1947, before me MARIE CLAYTON, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn, personally appeared J. E. HEDQUIST 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)

MARIE CLAYTON

Notary Public in and for the State of California,
County of San Diego

My Commission Expires 2/21/48

I hereby approve the form of the within Bond, this 13th day of February, 1947.

J. F. DuPAUL

City Attorney

By J. H. McKINNEY

Deputy City Attorney.

I hereby approve the foregoing bond this 17th day of February 1947.

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 13th day of February, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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. PHILLIP BARTLETT, an individual doing business as the FARM MACHINE 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-Ford Ferguson tractor, with Cyclone air cleaner, 5 gallons gear oil

2-650 xl6 front tires and tubes

2-600 xl6 rims

2-10 x 28 tires and tubes

2-rims, wheels and bolts

1-Skyline loader with fork, dual valve control, Towner A frame - heavy duty,

All in accordance with the specifications therefor on file in the office of the said City Clerk of said City under Document No. 368766.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

1- Ford Ferguson Tractor	\$1205.00
with Cyclone air cleaner.....	11.00
5 gallons gear oil.....	6.50
2- 650 x 16 front tires and tubes	40.84
2- 600 x 16 rims	16.00
2- 10 x 28 tires and tubes	121.00
2- rims, wheels and bolts rims \$9.65 ea.....	19.30
wheels \$15.00 ea	30.00
bolts	2.64
1- Skyline loader with fork	437.85
Dual valve control	35.00
Towner A Frame - heavy duty	31.75
	\$1956.88
Less credit for std size tires & wheels	37.49
	\$1919.39
Plus California State Sales Tax	47.98
	\$1967.37

Said contractor agrees to make delivery of said material within thirty (30) 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 Sixty seven and 37/100 Dollars (\$1967.37).

Payment for said equipment will be made in accordance with purchase order and delivery.

If the manufacturer makes general increases to the trade in the price of the product, any such increases 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 furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, 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, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

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. 85135 of the Council authorizing such execution, and the contractor has hereunto subscribed his name. the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

J. PHILLIP BARTLETT
an individual doing business as
FARM MACHINERY COMPANY
Contractor.

I hereby approve the form and legality of the foregoing contract this 13th day of February, 1947.

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 - Farm Machine Co. tractor; being Document No. 369873.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

KNOW ALL MEN BY THESE PRESENTS, That FRUEHAUF TRAILER COMPANY OF CALIFORNIA, a corporation, 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 ONE THOUSAND TWO HUNDRED NINETY-ONE and no/100 Dollars (\$1,291.00), lawful money of the United States of America, to be paid to said The City of San Diego for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 4th day of February, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with the City of San Diego, to furnish and deliver: 1 - 30 ton Fruehauf low bed semi trailer, including lower fifth wheel mounted on City of San Diego tractor 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:
J. R. HOLMBERG
Ass't. Sec'y

FRUEHAUF TRAILER COMPANY OF CALIFORNIA
By R. S. KIRKSEY Principal
President

ATTEST:
B. C. FOTLAND

(SEAL) MASSACHUSETTS BONDING AND INSURANCE COMPANY
By DONALD B. GOLDSMITH
(Donald B. Goldsmith) Attorney in Fact

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 4th day of February in the year one thousand nine hundred and forty-seven, before me ZELDA B. MELANCON, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared DONALD B. GOLDSMITH known to me to be the duly authorized agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

ZELDA B. MELANCON
Notary Public in and for said County and State.
My Commission expires Mar. 12, 1950

I hereby approve the form of the within Bond, this 14th day of February, 1947.

J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 17th day of February 1947.

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 February, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and FRUEHAUF TRAILER COMPANY OF CALIFORNIA, a corporation party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 1- 30 ton Fruehauf low bed semi trailer, including lower fifth wheel mounted on City of San Diego tractor truck, in accordance with specifications therefor on file in the office of the City Clerk of said City under Document No. 368490.

Said contractor hereby agrees to furnish and deliver said trailer for the price of Four Thousand Nine Hundred Eighty and 87/100 Dollars (\$4980.87), exclusive of the California State Sales Tax.

Said contractor agrees to deliver said trailer within ninety (90) days after receipt of purchase order.

Said City, in consideration of the furnishing and delivery of said trailer 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 trailer by said City, will pay said contractor, in warrant drawn upon the proper fund of said City, the sum of Four Thousand Nine Hundred Eighty and 87/100 Dollars (\$4980.87), exclusive of the California State Sales Tax.

Payment for said trailer 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 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 the annulment of this contract, so far 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. 85026 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

FRUEHAUF TRAILER COMPANY OF CALIFORNIA
R.S. KIRKSEY
President Contractor.

(SEAL)
ATTEST:
J. R. HOLMBERG
Ass't. Sec'y

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 Fruehauf Trailer Co.--low bed semi trailer; being Document No. 369874.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

Regarding construction of one single family residence.
Regarding use of portion of original lot as a building site without street frontage.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.
CITY OF SAN DIEGO }

L. M. Anderson and Ethel B. Anderson, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property: North 260 ft. of the South 662 ft. of the Lot 16 Block _____ Subdivision Ex-Mission Lands, of Horton's Purchase, located at north of "A" Street, east of 49th Street

That we desire to divide and to construct one single family residence on a parcel of land without street frontage but served by an easement and have applied for a zone variance by application No. 4476, dated January 24, 1947;

That we, in consideration of approval granted by the City of San Diego to construct one single family residence on a parcel of land served by an easement by Zoning Committee Resolution No. 2059, dated February 15, 1947; do hereby convey and agree to and with said City of San Diego, a Municipal Corporation, that if and when the city wishes to put a street through this unsubdivided portion of land, we will then grant a 50 ft. easement to the city, the center line of which will be 145 ft. east of the west line of the above described property; and that we will construct no buildings or structures on the above described easement.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

L M ANDERSON
3634 Georgia St.

ETHEL B. ANDERSON
3634 Georgia St. (3)

On this 17 day of February A.D. Nineteen Hundred and Forty seven, before me Max Gundry A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. M. Anderson & Ethel B. Anderson 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 City of San Diego County of San Diego, State of California, the day and year in this certificate first above written.

MAX GUNDRY (SEAL)
Notary Public in and for the County of San Diego,
State of California
My Commission Expires July 24, 1949

RECORDED FEB 20 1947 10 AM. IN BOOK 2330 AT PAGE 499 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

W J MCCARTHY
Copyist County Recorder's Office, S.D., County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full true and correct copy of Agreement from L. M. Anderson et ax relative to residences near A and 49th Streets; being Document No. 369875.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

Regarding construction of one single family residence
Regarding use of portion of original lot as a building site without street frontage

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.
CITY OF SAN DIEGO }

J. C. Boronda and Irene Boronda, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property: Lot North 260 ft. of the South 662 ft. of the East 330 ft. of the West 660 ft. of Lot 16, Subdivision Ex-Mission Lands, of Horton's Purchase, located at north of "A" Street, east of 49th Street

THAT we desire to divide and to construct one single family residence on a parcel of land without street frontage but served by an easement, and have applied for a zone variance by application No. 4477, dated January 24, 1947;

THAT we, in consideration of approval granted by the City of San Diego to construct one single family residence on a parcel of land served by and easement by Zoning Committee Resolution No. 2060, dated February 15, 1947: do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if and when the city wishes to put a street through this unsubdivided portion of land, we will then grant a 50 ft. easement to the city, the center line of which will be 175 ft. west of the east line of the above described property; and that we will construct no buildings or structures on the above described easement.

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. C. Boronda
405 West Sloane, St.

Irene Boronda
405 West Sloane, St

On this 17th day of Feby A.D. Nineteen Hundred and Forty Seven before me, J. B. Hines A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. C. Boronda and Irene Boronda 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 Com Exp 10/19/49

J B HINES
Notary Public in and for the County of San Diego,
State of California

RECORDED FEB 20 1947 10 AM. IN BOOK 2359 AT PAGE 6 OF OFFICIAL RECORDS, SAN DIEGO, CO., CAL.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

W J MCCARTHY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from J. C. Boronda et ax relative to residences near A and 49th Streets; being Document No. 369876.

FRED W. SICK

City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

Regarding use of property as an easement for property owners to the north.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF SAN DIEGO)

Henry C. Milam and Docia Mae Milam, after being first duly sworn, for himself deposes and says:

That I am the owner of the hereinafter described real property: Lot South 402 ft. of the West 660 ft. of Lot 16 Block _____ Subdivision Ex-Mission Lands, of Horton's Purchase, located at "A" Street, east of 49th Street.

THAT I desire to grant an easement for access to two parcels of land, adjoining the above described property, on the north;

THAT I, in consideration of approval granted by the City of San Diego to construct residences on the two adjoining parcels of land to the north, with access to "A" Street through the above described parcel of land, by Zoning Committee Resolutions No. 2059 and 2060, dated February 15, 1947: do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if and when the city wishes to put a street through the unsubdivided portion of land described above, I will then grant a 50 ft. easement to the city, the center line of which will be 145 ft. east of the west line of the above described land; and I will also grant a 50 ft. easement to the city, the center line of which will be 175 ft. west of the east line of the above described property; permission also granted to property owners to the north to use this easement as access to their property; no structures will be constructed on the easement.

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.

DOCIA MAE MILAM.

HENRY C. MILAM
4932 "A" Street, San Diego, Calif.

On this 17th day of February A.D. Nineteen Hundred and Forty-seven, before me, the undersigned A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry C. Milam and Docia Mae Milam known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that Henry C. Milam and Docia Mae Milam executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

DICK HOUSE
Notary Public in and for the County of San Diego,
State of California.

RECORDED FEB 20 1947 10 AM. IN BOOK 2359 AT PAGE 14 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
Copyist County Recorder's Office, S.D.; County, Calif.
W. J. MCCARTHY

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Henry C. Milam et al relative to Residences near A and 49th Streets; being Document No. 369877.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

KNOW ALL MEN BY THESE PRESENTS, That CRANE CO., a corporation, as Principal and General Casualty Company of America, a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Seattle and authorized to transact surety business in the State of California, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum Three hundred fifty-eight -- Dollars (\$358.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of February, 1947

THE CONDITION OF THE ABOVE 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 or dock at San Diego, California, one (1) 30" Venturi type lubricated tapered plug valve for Alvarado Regulating Reservoir; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:

E. S. BRUCE
Office Mgr.

CRANE CO.
By R. E. MUSE Mgr
Principal

GENERAL CASUALTY COMPANY OF AMERICA
By FRANK FIEGER Surety
Attorney-in-fact

I hereby approve the form of the within Bond, this 13th day of February, 1947.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 15th day of February 1947

F. A. RHODES
City Manager.

STATE OF CALIF. COUNTY OF SAN DIEGO ss.

On this 10th day of February, 1947, 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 San Diego Co., Calif.
My commission expires August 21, 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 17th day of February, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CRANE CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, f. o. b. cars or dock at San Diego, California one (1) 30" Venturi type lubricated tapered plug valve for Alvarado Regulating Reservoir; in accordance with the specifications and drawings contained in Document No. 367764, on file in the office of the City Clerk of said City; a copy of which specifications and drawings is attached hereto and made a part hereof.

Said contractor hereby agrees to furnish and deliver the said plug valve hereinabove described, at and for the price of \$1,428.40, which said price shall include the California State Sales and/or Use Tax.

Said contractor agrees to deliver said plug valve on or before the 31st day of July, 1947.

Said City, in consideration of the furnishing and delivery of said plug valve by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of one thousand four hundred twenty-eight and 40/100 Dollars (\$1,428.40), including California State Sales and/or Use Tax.

This contract price for the plug valve hereinabove described is subject to adjustment for changes in labor or material costs, such adjustment to be determined in accordance with the method set out on pages 6, 6a, 6b, 6c and 6d of the specifications attached hereto.

Payment for said plug valve 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 the said plug valve, in accordance with said specifications and drawings, 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 material furnished 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. 85025 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:

E. S. BRUCE
Office Mgr.

CRANE CO.
Contractor
By R E MUSE Mgr.

I hereby approve the form and legality of the foregoing contract this 13th day of February, 1947.

J. F. DuPAUL
City Attorney
By B. L. COMPARET.
Deputy City Attorney.

I HEREBY CERTIFY that the foregoing and above is a full, true and correct copy of Contract with Crane Company for furnishing Pipe and Valves for Alvarado Regulating Reservoir; being Document No. 369878.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

LEASE

THIS AGREEMENT, made and entered into this 28th day of October, 1946, by and between ROSA LEE JOHNSON 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 payment of the rent to be paid by the City, as hereinafter set forth, and in consideration of the covenants of the City hereinafter set out 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 situate in the City of San Diego, County of San Diego, State of California, to-wit:

That portion of Lot 1, of Partition of Pueblo Lot 1186, according to the map thereof filed in Superior Court Case No. 1532 in the Office of the County Clerk of said County of San Diego, particularly described as follows, to-wit:

Commencing at the southwesterly corner of said Lot 1; thence northerly along the westerly line of said Lot 1 a distance of 559.72 feet to a point; thence northeasterly on a direct line making an angle to the right of 59° 08' from said westerly line a distance of 106.97 feet to the point of a tangent curve to the right having a radius of 110.00 feet; thence easterly and southeasterly along the arc of said curve a distance of 190.06 feet to a point of tangency; thence southeasterly on a direct line tangent to said curve a distance of 164.11 feet to the point of a tangent curve to the left having a radius of 85.00 feet; thence southeasterly and easterly along the arc of said last described curve a distance of 101.97 feet to a point of tangency; thence easterly on a direct line tangent to said last described curve a distance of 180.87 feet to the point of a tangent curve to the right having a radius of 200.00 feet; thence easterly and southeasterly along the arc of said last described curve a distance of 154.40 feet to a point of tangency; thence southeasterly on a direct line tangent to said

last described curve a distance of 79.57 feet to an intersection with the center line of Murray Canyon Road; thence in a general southerly, westerly and southwesterly direction along the center line of Murray Canyon Road to an intersection with the southerly line of said Lot 1; thence westerly along the southerly line of said Lot 1 to the point of commencement; containing an area of six acres of land, more or less, all as shown on City Engineer's Drawing 6145-L; subject to all easements, restrictions and encumbrances of record;

For a term of five (5) years from and after the 28th day of October, 1946, at the following rental: Twelve and 50/100 Dollars (\$12.50) per month, payable monthly in advance, subject to termination as hereinafter provided.

In consideration of the covenants herein contained, the parties hereto agree as follows: First: That the above described premises are leased to said City for rubbish disposal purposes.

Second: It is understood and agreed by the said parties that either party may terminate this lease and obligations hereunder at any time by giving ninety (90) days' written notice of such termination to the other party.

Third: That the said Lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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. 84831 of the Council authorizing such execution, and the said Lessor has hereunto subscribed her name the day and year first hereinafter written.

THE CITY OF SAN DIEGO, Lessee,
By F. A. RHODES
City Manager

ROSA LEE JOHNSON
Lessor

I HEREBY APPROVE the form and legality of the foregoing Agreement this 17th day of February, 1947.

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 Rosa Lee Johnson for Portion of Pueblo Lot 1186; being Document No. 369879.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schinnerer Deputy

DUNCAN METER CORPORATION-PARKING METER LEASE

THIS AGREEMENT, made and entered into and executed in triplicate this 12th day of November, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation of the State of California (hereinafter called "The City") and the DUNCAN METER CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called "The Meter Company"), WITNESSETH:

For and in consideration of the premises and the mutual covenants and agreements hereinafter contained, and pursuant to Resolution No. 84226 of the Council of The City of San Diego, the parties agree as follows:

1. The City hereby agrees to lease from the Meter Company and The Meter Company hereby agrees to lease to The City, subject to the terms and conditions hereinafter set forth, Four Hundred (400) Miller Multiple-Coin Parking Meters (hereinafter called "meters"). The agreed value of the meters shall be Seventy-nine (\$79.00) Dollars per meter, delivered and installed. The City at any time shall have the option to purchase the meters by applying the rentals which have been paid in by the City to The Meter Company against the agreed value of the meters and paying the balance then due.

2. The Meter Company does hereby warrant and guarantee said meters against defect in workmanship, construction and materials for a period of five (5) years from date of installation. The liability hereunder is limited to the obligation of The Meter Company hereby assumed to replace any parts proving to have such defects on the return thereof to it within said period. It is understood and agreed that The Meter Company shall not be obligated to replace any part or parts of said meters which may be damaged as a result of tampering, maliciousness, accident, acts of God, or any other external force or means.

3. The Company agrees to furnish three (3) complete meter mechanisms and one (1) meter housing free for each one hundred (100) meters installed for service purposes.

4. Payments by The City to The Meter Company shall be solely from the receipts, funds and revenues obtained from the operation thereof and there shall be no obligation on the part of The City to pay for the same from any other source. The manner of payment of rental for said meters shall be as follows: Upon the fifteenth (15th) day after the installation of said meters and each and every thirtieth (30th) day thereafter The City shall pay as rental to The Meter Company Three and 50/100 (\$3.50) Dollars per meter per month, of the net revenue from all meters so installed until the City exercises its option to purchase the meters and/or The Meter Company has received rentals and reimbursements for advances in the aggregate amount of the agreed value of the meters or until and unless this agreement is terminated or cancelled under the provisions of paragraph five (5) hereof.

5. If at any time prior to the payment in full to The Meter Company of the agreed value, as aforesaid, of all said meters, The City shall violate this agreement or default in the full and faithful performance of this agreement, then The Meter Company may at its option cancel this agreement by giving to the City written notice of its intention to do so, and at any time after the tenth (10th) day following the giving of such notice, The Meter Company shall have the right, at its option with or without legal process or further notice of any kind, to enter upon the premises where said meters may be installed or kept and remove and retake the same for its own use, and to receive from The City as rental for the use of the meters the Three and 50/100 (\$3.50) Dollars per meter per month of the net revenue from said meters as aforesaid which shall have accrued up to the time said meters are removed. Nothing herein contained shall be construed in any way limiting or affecting The Meter Company's right to pursue or enforce any remedy provided by law in the event of a breach of this agreement by The City.

6. If at any time prior to the payment in full to The Meter Company of the agreed value, as aforesaid, of all said meters any taxes are levied on meters installed, such as personal property tax, sales tax or use tax, such taxes will be advanced by The Meter Company, and The City shall reimburse The Meter Company in full.

7. It is understood and agreed that the title to all said meters shall be and remain in The Meter Company until and unless the full agreed value thereof, as aforesaid, shall have been paid in cash to The Meter Company, including the rentals aforesaid.

8. The Meter Company agrees that if The City pays it as rentals the full agreed value of said meters, as aforesaid, it will deliver to The City a bill of sale therefor, free and clear of all encumbrances.

9. The Meter Company further covenants and agrees that it is the lawful owner of said meters and that the same are free and clear of all liens, contracts of conditional sale, chattel mortgages, and other encumbrances, and that The Meter Company has a lawful right to lease, dispose of, and sell the same, and that it will warrant and defend its title thereto against all claims whatsoever.

10. The Meter Company agrees to furnish the said meters with a mechanism regulated as to time as shall be mutually agreed to between The City and The Meter Company, and equipped with two slots, if so ordered by The City to receive coins of the denomination of 1¢ and 5¢, and will be set to allow:

- 12 minutes for 1 penny
- 24 minutes for 2 pennies
- 36 minutes for 3 pennies
- 48 minutes for 4 pennies
- 60 minutes for 5 pennies, or 1 nickel
- 72 minutes for 6 pennies, or 1 nickel and 1 penny
- 84 minutes for 7 pennies, or 1 nickel and 2 pennies
- 96 minutes for 8 pennies, or 1 nickel and 3 pennies
- 108 minutes for 9 pennies, or 1 nickel and 4 pennies
- 120 minutes for 10 pennies, or 2 nickels,

or at any other available rate combination which may be mutually agreed upon.

11. The Meter Company agrees that the meters to be furnished shall be the new improved post-war model, and further agrees to install said meters on or before March 1st, 1947.

12. It is understood and agreed that in case The Meter Company is delayed in the delivery of said meters on account of any strikes, lockouts or other labor trouble, or any fire, tornado, flood, embargo, shortage of transportation, material or labor, war, insurrection, civil commotion, or other cause beyond the direct and immediate and sole control of The Meter Company which may interfere with or delay the manufacture or delivery of said meters or any parts thereof, The Meter Company shall not be liable for any failure or delay to furnish said meters, and the time for furnishing same may be postponed accordingly.

13. It is agreed that The Meter Company may assign this agreement, or the benefits thereunder, in whole or in part, PROVIDED HOWEVER, that such assignment shall not release The Meter Company from its primary obligation to perform and keep all agreements and conditions of The Meter Company hereunder. When so assigned, it shall inure to the benefit of the assignee.

14. The City warrants that all necessary and proper steps have been or will be taken by the duly constituted Governmental and Municipal authorities authorizing the execution of this agreement, and that all necessary or proper ordinances and/or resolutions have been or will be adopted authorizing and providing for the installation of said meters and the operation thereof, and agrees that it will police the said meters after installation, and shall properly enforce all ordinances and resolutions pertaining thereto.

15. The City agrees that it has set up, and there is now in existence a Parking Meter Fund, into which all receipts from the meters furnished hereunder will be placed and kept, and out of which payments to The Meter Company will be made, as hereinbefore provided.

16. The City shall have the option to order any additional meters during the life of this agreement, under the same terms and conditions as herein set forth.

17. No agent of The Meter Company shall have the power or authority to alter the terms and conditions of this agreement except its President, Vice-President, Secretary or Treasurer. This agreement shall not be binding on the Meter Company until accepted and affirmed at its Chicago office. No other representations or agreement, written or oral, express or implied, have been made by either party.

IN WITNESS WHEREOF the parties hereto have signed and sealed this agreement by the respective parties authorized to execute the same, the day and year first above written.

DUNCAN METER CORPORATION
By W. H. WORTMAN
Vice President.

THE CITY OF SAN DIEGO
By F. A. RHODES
Its City Manager.

ATTEST:
FRED W. SICK
City Clerk. (SEAL)

APPROVED: DUNCAN METER CORPORATION
By WM. KOENIG
Its Treasurer. (SEAL)

APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney
By MOREY LEVENSON
Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Parking Meter Lease with Duncan Meter Corporation; being Document No. 369907.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 19 and 20 BLOCK 231 SUBDIVISION Pacific Beach
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Hornblend Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Dawes AND Everts
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 INSTALLA

ATION 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
(SEAL)

OWNER'S SIGNATURE A. R. LEONARD
ADDRESS 1175 Hornblend St.

APPROVED AS TO FORM:
J.F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney

DATE Feb. 10, 1947

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

ON THIS 10th DAY OF February, A.D. NINETEEN HUNDRED AND 47 BEFORE ME Clark M. Foote Jr., A NOTARY PUBLIC IN AND FOR SAID COUNTY, RESIDING THEREIN, DULY COMMISSIONED AND SWORN PERSONALLY APPEARED A. R. Leonard KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT he EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, 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.

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
2/27/47	\$5.00	2/10/47	4128
3/27/47	5.00		
4/27/47	5.00		
5/27/47	5.00		
6/27/47	5.00		
7/27/47	5.00		
8/27/47	5.00		
9/27/47	5.00		
10/27/47	5.00		
11/27/47	5.00		

RECORDED FEB 20 1947 10 AM. IN BOOK 2359 AT PAGE 11 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.
W J MCCARTHY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from A. R. Leonard; being Document No. 369908.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 11 & 12 BLOCK 230 SUBDIVISION Pacific Beach
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Hornblend Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Cass Street AND Dawes Street
TOTAL AMOUNT TO BE PAID Fifty and no/100 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 (SEAL)
BY G E ARNOLD
ASSISTANT CITY MANAGER

OWNER'S SIGNATURE I. L. MINNICH
ADDRESS 1045 Hornblend Street - 9
Witnessed By Marie M. Krolick.

APPROVED AS TO FORM:
J. F. DuPAUL
CITY ATTORNEY
BY J. H. McKINNEY
DEPUTY CITY ATTORNEY

DATE February 1, 1947
My Commission Expires January 20, 1951

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

ON THIS 1st DAY OF Feb., A.D. NINETEEN HUNDRED AND 47 BEFORE ME Marie M Krolick, A NOTARY PUBLIC IN AND FOR SAID COUNTY, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED I L Minnich KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHOSE NAME IS SUB-

SCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT _____ EXECUTED THE SAME.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY
OFFICE IN La Jolla, Calif., COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, THE DAY AND YEAR IN
THIS CERTIFICATE FIRST ABOVE WRITTEN.

(SEAL) MARIE M. KROLICK
NOTARY PUBLIC IN AND FOR THE COUNTY OF SAN DIEGO,
My Commission Expires January 20, 1951 STATE OF CALIFORNIA.

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
2/1/47	\$5.00	2/4/47	#4108
3/1/47	5.00		
4/1/47	5.00		
5/1/47	5.00		
6/1/47	5.00		
7/1/47	5.00		
8/1/47	5.00		
9/1/47	5.00		
10/1/47	5.00		
11/1/47	5.00		

RECORDED FEB 20 1947 10 AM. IN BOOK 2330 AT PAGE 497 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.
W J MCCARTHY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Payment for Installation of Water Main Agreement from I. L. Minnich to City of San Diego;
being Document No. 369909.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED
AND MATERIALS FURNISHED BY CARROLL AND FOSTER UNDER THEIR
CONTRACT FOR THE PREPARATION OF THE SITE AT LOMA TRAILER
PARK, IN THE CITY OF SAN DIEGO, CALIFORNIA, TO RECEIVE
VETERANS' HOUSING PROJECT CAL-V-4568.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials
furnished by Carroll and Foster under their contract for the preparation of the site at
Loma Trailer Park, in The City of San Diego, California, to receive Veterans' Housing
Project Cal-V-4568, and which contract is on file in the office of the City Clerk of said
City as Document No. 367804, have been performed and furnished to the satisfaction of the
City Manager on January 27, 1947.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on February 11, 1947,
by resolution duly and regularly passed and adopted, officially accepted the said work per-
formed and materials furnished by Carroll and Foster. A certified copy of the resolution of
the City Council accepting said contract 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 February, 1947.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK
City Clerk.

RESOLUTION NO. 85232

WHEREAS, it appears by a communication from Neal D. Smith, City Engineer, approved by
the City Manager, that the work performed and materials furnished by Carroll and Foster, un-
der their contract for the preparation of the site at Loma Trailer Park to receive Veterans'
Housing Project Cal. V-4568, which contract is on file in the office of the City Clerk of
said City as Document No. 367804, have been performed and furnished, and said contract has
been completed, in accordance with the specifications therefor to the satisfaction of the
City Manager, and the acceptance of the work performed and materials furnished is recommen-
ded; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That the work performed and materials furnished by Carroll and Foster under the contract
for the preparation of the site at Loma Trailer Park to receive Veterans' Housing Project
Cal. V-4568, be, and the same are hereby accepted by said City.

BE IT FURTHER RESOLVED that any and all moneys withheld from said contractors under the
provisions of said contract shall be payable at the time, in the manner, upon the conditions
and subject to the provisions of said contract.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby instructed to execute
and file with the County Recorder of 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 February, 1947, by the following vote, to-wit:

YEAS--Councilmen: Crary, Wincote, Blase, Boud, Dail, Godfrey

NAYS--Councilment: None

ABSENT--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 AUGUST M. WADSTROM Deputy

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of
the said City of San Diego, at the time and by the vote, above stated.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego, California
By AUGUST M. WADSTROM Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 85232 of the Council of the City of San Diego, California, as adopted by said Council February 18, 1947

(SEAL)

FREDW. SICK
City Clerk
By FRANCES T. PATTEN
Deputy

RECORDED FEB 20 1947 10 AM. IN BOOK 2359 AT PAGE 8 OF OFFICIAL RECORDS, SAN DIEGO CO, CAL.
Recorded at Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

W. J. MCCARTHY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance--Carroll and Foster Contract for Preparation of Site at Loma Trailer Park to Receive Vets' Housing Project; being Document No. 369918.

FRED W. SICK

City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

SS413-244
DEAL 971

LEASE

THIS INDENTURE OF LEASE, made and entered into this 13th day of February, 1947, 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 GENERAL PETROLEUM CORPORATION, a corporation, as Lessee, hereinafter sometimes 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 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:

Beginning at the point of intersection of the Mean High Tide Line for the Bay of San Diego, as said line was established by that certain Superior Court Action numbered 35473, with the westerly line of Atlantic Street (now named Pacific Highway), as said Atlantic Street was dedicated as and for a public highway by Resolution No. 108 by the Harbor Commission of the City of San Diego, California; thence south 0° 01' 40" west along the westerly line of said Pacific Highway a distance of 79.28 feet to a point; thence at right angles north 89° 58' 20" west a distance of 100 feet to a point; thence at right angles north 0° 01' 40" east a distance of 33.58 feet to a point on a curve concave to the north west, having a radius of 150 feet and the center of which bears north 19° 26' 36" west; thence northeasterly along the arc of said curve and arc distance of 184.65 feet to the curve's point of ending, said point being on the westerly line of said Pacific Highway; thence south 0° 01' 40" west along the westerly line of said Pacific Highway a distance of 95.72 feet, more or less, to the point or place of beginning; containing 7188 square feet of tideland area.

The said lands hereinabove described being shown on the map or plat, designated as Drawing No. 80-B-1, dated September 23, 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 Corporation for the period of five (5) years, beginning on the 1st day of April, 1948, and ending on the 31st day of March, 1953, unless sooner terminated as herein provided, upon the rentals hereinafter specified; with the 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.

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. The rentals to be paid by the Corporation are as follows:

The sum of ten cents (10¢) per square foot of tideland area herein leased per year, OR a sum equal to one cent (1¢) per gallon upon all gasoline delivered by the Corporation to the leased premises each month, whichever amount is greater.

In this connection the Corporation hereby covenants and agrees that it will at all times during the life of this lease keep true, accurate and complete records of all sales of gasoline made by it to the leased premises, and that not later than the fifteenth of each month during the life of this lease it will render a statement to the City showing the exact number of gallons of gasoline sold by it 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 gasoline sales hereinabove required to be made.

It is agreed and understood that portions of the leased premises are to be and may be used by sub-tenants without further consent of the City; but it is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the Corporation herein mentioned, without the consent of the Harbor Commission evidenced by resolution duly adopted; provided, further, that said Corporation will remain as fully obligated to the City as if this consent to sublease did not exist.

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 compensa-

tion 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.

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 hereinafter provided, to-wit:

(1) That the demised premises shall be used only for the purpose of erecting, constructing, conducting and maintaining thereon a service station, for the servicing and repair of automobiles, the sale of automobile parts and accessories, gasoline and oil, tires, batteries, and other goods, wares and merchandise ordinarily handled by or in connection with the service stations of the Corporation; together with the right to construct such building or buildings as may be necessary or convenient for conducting and carrying on such business or businesses.

(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 building or structures, be submitted to and approved by the Harbor Commission and Planning Commission of said City.

(3) 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.

(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) 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 structure 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.

(6) 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, 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 Corporation may be in default, then and in that event this lease shall terminate, and said Corporation 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 Corporation shall forfeit all rights and claims there to and thereunder, except that the Corporation may remove its improvements, fixtures, and equipment; 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.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made thereby are made a part of this lease, with like effect as though the same were expressly set forth herein.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, 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 1st day of April, 1948. 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
H. M. SMITH
Members of the Harbor Commission
of The City of San Diego.

GENERAL PETROLEUM CORPORATION
Lessee (SEAL)

By R. L. MINCKLER
Vice-President.
T. M. VAIL
Assistant Secretary.

STATE OF CALIFORNIA, } ss.
COUNTY OF LOS ANGELES }

On this 15th day of January, A.D., 1947, before me, Vera T. Rathbun, a Notary Public in and for the said County and State, residing therein duly commissioned and sworn, personally appeared R. L. MINCKLER known to me to be the Vice-President, and T. M. VAIL, known to me to be the Assistant Secretary of the GENERAL PETROLEUM CORPORATION OF CALIFORNIA, the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

My Commission Expires Dec. 27, 1947

VERA T. RATHBUN
Notary Public in and for said County and State

I hereby approve the form of the foregoing Lease, this 13th day of February, 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 General Petroleum Corporation for Portion of the Tidelands; being Document No. 370063.

FRED. W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT FOR MODIFICATION OF TIDELAND LEASE.

THIS AGREEMENT, made and entered into this 6th day of February, 1947, by and between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the members of the Harbor Commission of said City, party of the first part, hereinafter called the "City," and GENERAL PETROLEUM CORPORATION, a corporation, "hereafter called the "Corporation," WITNESSETH:

WHEREAS, The City of San Diego, as lessor, and said General Petroleum Corporation under its former name General Petroleum Corporation of California, as lessee, heretofore on the 17th day of March, 1938, entered into a lease of certain tidelands of said City, which said lease is on file in the office of the City Clerk of said City as Document No. 307176, and recorded in Book 10, page 141, et seq., Records of said City Clerk; and

WHEREAS, said City and said Corporation are mutually desirous of amending and modifying said lease, whereby a certain additional area of land shall be added to the premises described in said lease;

NOW, THEREFORE, in consideration of the premises and the matters and things hereinafter recited, and the mutual consent of the parties, said above-described lease is hereby amended and modified in the following respects, and none other:

(1) The following described area of tidelands is hereby added to the descriptions contained in pages 1 and 2 of said lease:

"Beginning at the point of intersection of the westerly line of Pacific Highway (formerly Atlantic Street, and dedicated as and for a public highway by Resolution No. 108 of the Harbor Commission of The City of San Diego, State of California), with the westerly prolongation of the northerly line of Market Street; thence north 0° 01' 40" east along the westerly line of said Pacific Highway a distance of 82.40 feet to the true point or place of beginning; thence at right angles north 89° 58' 20" west a distance of 32 feet, more or less, to a point on the southeasterly boundary line of that certain tideland area transferred by The City of San Diego to the United States Government, said point being on a curve concave to the northwest, having a radius of 150 feet, the center of which bears north 51° 51' west; thence northeasterly along the said southeasterly boundary line on the arc of said curve an arc distance of 99.80 feet, more or less, to the curve's point of ending, said point of ending being on the westerly line of said Pacific Highway; thence southwesterly along the westerly line of said Pacific Highway a distance of 92.60 feet, more or less, to the true point or place of beginning, containing 940 square feet of area."

The said lands hereinabove being shown on the map or plat, attached hereto, marked "Exhibit B," and made a part hereof.

(2) That during the remainder of the term of said lease the Corporation shall pay the following rentals for the abovedescribed area of tidelands, in addition to the rentals provided in said lease:

"The sum of twenty-five dollars (\$25.00) per month, payable monthly in advance upon the first day of each and every month during the remainder of the term of said lease."

(3) That the purposes for which the above described area of land is to be used shall be the same as those set forth in the said lease.

Except as herein specifically amended, all of the terms and conditions of said lease of March 17, 1938, 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 General Petroleum Corporation has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

This instrument is executed in duplicate, both of which shall be deemed originals, and this instrument when so executed shall be deemed effective from the date the said General Petroleum Corporation begins to use the area hereinabove described, but in no event later than January 1, 1947.

THE CITY OF SAN DIEGO
Party of the First Part.

By EMIL KLIKA
R H VAN DEMAN
H. M. SMITH
Members of the Harbor Commission
of the City of San Diego.

General Petroleum Corporation (formerly)
GENERAL PETROLEUM CORPORATION OF CALIFORNIA
Party of the Second Part.

By R. L. MINCKLER
Vice-President

(SEAL)
ATTEST:

T. M. VAIL
Assistant Secretary

I hereby approve the form of the foregoing Agreement for modification of tideland lease this 13th day of February 1947.

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 Modification of Tideland Lease with General Petroleum Corporation; being Document No. 370066.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT FOR MODIFICATION OF TIDELAND LEASE

THIS AGREEMENT, made and entered into this 13th day of February, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the members of the Harbor Commission of said City, first party, and SOUTHWEST ONYX & MARBLE COMPANY, a corporation, second party, hereinafter called the Company, WITNESSETH:

WHEREAS, The City of San Diego, as lessor, and said Southwest Onyx & Marble Company, as lessee, heretofore on the 10th day of October, 1941, entered into a lease of certain tidelands of said City, which said lease is on file in the office of the City Clerk of said City as Document No. 333147, and recorded in Book 12, Page 361, et seq., Records of said City Clerk; and

WHEREAS, said City and said Company are mutually desirous of amending and modifying said lease whereby the description of the premises leased is changed;

NOW, THEREFORE, in consideration of the premises and of the matters and things herein-after recited, and the mutual consent of the parties, said above-described lease is hereby amended and modified in the following respects, and none other:

(1) The description of the premises leased, as the same is set forth on page 1 of said lease, is hereby changed to read as follows:

"Beginning at a point on the U. S. Bulkhead line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 840.40 feet northwesterly from Government Station No. 185, said point being the most southerly corner of that tideland area occupied by William Kairot under Use and Occupancy permit; thence north 39° 18' 15" east along the southeasterly line of said permit area and its northeasterly prolongation a distance of 218 feet to a point; thence north 50° 50' west a distance of 20 feet to the true point or place of beginning; thence continuing north 50° 50' west a distance of 120.70 feet to a point; thence at right angles north 39° 10' east a distance of 302.20 feet, more or less, to an intersection with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that certain Superior Court Action numbered 35473; thence southeasterly following along the said mean high tide line the following courses and distances: 1st, south 48° 38' 50" east a distance of 49.608 feet to a point; thence south 50° 38' 50" east a distance of 100.015 feet to a point; thence south 50° 32' 50" east a distance of 35.08 feet to a point, said point being the intersection of the northwesterly line of Crosby Street, as said Crosby Street was dedicated for a public highway by Council Resolution No. 75727 and No. 81748, with the said mean high tide line; thence south 48° 01' 08" west along the southwesterly prolongation of the northwesterly line of said Crosby Street a distance of 21.58 feet to a point; thence south 39° 18' 15" west a distance of 73.465 feet to a point; thence north 50° 50' west a distance of 60 feet to a point; thence south 39° 18' 15" west a distance of 205 feet to the true point or place of beginning; containing 42,120 square feet of tideland area; PROVIDED, however, that the abovescribed parcel is subject to an easement or right-of-way for pipe lines 3" in width, the center line of which said easement or right-of-way is more particularly described as follows:

Beginning at the true point or place of beginning of the hereinabove described tideland parcel; thence north 50° 50' west along its southwesterly boundary line a distance of 11.13 feet to the true point or place of beginning of said center line; thence north 43° 53' east a distance of 120.59 feet to a point; thence north 39° 18' 15" east a distance of 84.82 feet to a point; thence north 51° 10' 43" east a distance of 96.197 feet, more or less, to an intersecting point on the mean high tide line for the Bay of San Diego, as said mean high tide line was established by that certain Superior Court Action numbered 35473.

(2) The plat marked "Exhibit A," attached to and made a part of said lease, is hereby supplemented by a plat attached hereto, entitled, "Drawing No. 150-B-1," dated November 14, 1946, marked "Exhibit B," and made a part hereof.

Except as herein specifically amended, all of the terms and conditions in said lease of October 10, 1941, shall remain in full force and effect.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said Company has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized; and this instrument, whenso executed, shall be deemed effective from the date first hereinabove written.

This instrument is executed in duplicate, both of which shall be deemed original.

THE CITY OF SAN DIEGO.

By EMIL KLICKA

R H VAN DEMAN

H. M. SMITH

Members of the Harbor Commission
of The City of San Diego.

(SEAL)

ATTEST:

GLEN H MUNKELT
Secretary

SOUTHWEST ONYX & MARBLE COMPANY

By J. W. FISHER

President.

I hereby approve the form of the foregoing Agreement for Modification of Tideland Lease this 13th day of February 1947.

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 Modification of Tideland Lease with Southwest Onyx & Marble Company; being Document No. 370067.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schriener Deputy

A G R E E M E N T

Regarding division of a portion of original lot

Regarding use of portion of original lot as building site

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF SAN DIEGO)

F. R. Merchant, owner and P. E. Thomas and Lena Thomas, purchaser, after being first duly sworn, each for himself deposes and says:

That we are the owner and purchaser of the hereinafter described real property: Lot E 150 ft. of the W 280 ft. of the N 295 ft. of Lot 21 Block _____ Subdivision Eureka Lemon Tract, located at Ticonderoga Street at the end of Moultrie Street

THAT we desire to divide and use a 150 ft. by 295 ft. portion of original lot as a building site and have applied for a Zone Variance by Application No. 4449, dated January 20, 1947:

THAT we in consideration of approval granted by the City of San Diego to use the above described parcel as a building site by Zoning Committee Resolution No. 2046, dated February 14, 1947: do hereby covenant and agree to and with said city of San Diego, a Municipal Corporation, that if and when Ticonderoga Street is widened, we will then grant an easement 30 ft. wide, across the front of the above described property to the City of San Diego, to be used for street 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 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.

P E THOMAS LENA THOMAS
Purchaser's Name
2458 Calle Corva
Address San Diego 9.

F. R. MERCHANT LAURA MERCHANT
Owner's Name
3360 Baker
Address

On this 19th day of February A.D. Nineteen Hundred and 47, before me, William McFarlane A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P.E. & L. Thomas and F.R. & L. Merchant known to me to be the persons described in and whose names _____ subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.
(SEAL)

WILLIAM MCFARLANE
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Oct. 31, 1950

RECORDED FEB 27 1947 40 MIN PAST 11 AM. IN BOOK 2317 AT PAGE 333 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL,
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
V. 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 Agreement from F. R. Merchant et al relative to dividing Lot 21, Eureka Lemon Tract to City of San Diego; being Document No. 370072.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

CONSENT OF THE CITY OF SAN DIEGO
TO SUBLEASE OF ISOLATION HOSPITAL PROPERTY

THE CITY OF SAN DIEGO, lessor in that certain lease dated September 27, 1946 and filed in the office of the City Clerk of the City of San Diego on the 30th day of September, 1946, the/being Document No. 365707, hereby consents to the subleasing of the northerly half of the west side, and the rooms on the westerly side of the Isolation Hospital building by the lessees, R. E. Hazard and E. B. Culnan to Bar-O Riding Club, for a period of five years, and consents to an option for renewal for an additional five years upon the condition that the sublessee shall perform and faithfully carry out all of the terms and conditions of the lease hereinabove described.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Acting City Manager.

I HEREBY APPROVE the form of the foregoing Consent to Sublease this 17th day of February, 1947.

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 Consent of City of San Diego to Sublease of Isolation Hospital Property to Bar-O Riding Club; being Document No. 370079.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into on this 18th day of Feb., 1947, by and between the CITY OF SAN DIEGO, a municipal corporation, hereinafter in this Agreement referred to as the "City", and the SAN DIEGO CHAMBER OF COMMERCE, a corporation, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "The Chamber of Commerce",

W I T N E S S E T H:

WHEREAS, The City and the Chamber of Commerce, on the 19th day of May, 1944, the 17th day of April, 1945, and the 15th day of February, 1946, respectively, entered into contracts under the terms and provisions of which the Chamber of Commerce undertook to perform certain services and to expend funds of the Chamber of Commerce in making a survey and report upon which to plan for future industrial and commercial development and expansion within the City, and to put into effect a post war plan for advertising, exploiting and making known the resources of the City and of inducing immigration to and increasing the trade and commerce of the City and advertising the agricultural, horticultural, vitacultural, mineral, industrial, commercial, and climatic advantages of the City; and

WHEREAS, the services to be performed by the Chamber of Commerce under the terms and provisions of said contracts have been substantially completed and said Chamber is now proceeding to further print and advertise said post war plans, with the intent and for the purpose of advertising, exploiting and making known the commercial and industrial resources of the City of San Diego as a part of said post war development; and

WHEREAS, there is at the present time in the fund heretofore created and known as "Advertising and publicity fund of the City of San Diego" a sum in excess of Ten Thousand (\$10,000.00) Dollars, which may be used for the purposes authorized by Ordinance No. 1456 (New Series) of the ordinances of the City of San Diego, entitled, "An Ordinance creating a special fund of the City of San Diego, to be known as the "Advertising and Publicity Fund of the City of San Diego";

NOW, THEREFORE, the parties to this contract undertake and agree as follows:

First: The Chamber agrees to and will print said post war survey and other similar material and distribute the same for the purpose of advertising the industrial and commercial advantages of the City of San Diego, and will by means of printing and advertising and other methods of exploitation, including the use of agents and employees, disseminate the information collected by it as a part of said commercial survey and report, and of said plan of development, for a period of four months from and after the date of this agreement.

Second: In consideration of the premises and the promises and agreements of the Chamber of Commerce as herein set forth, the City will pay to said Chamber of Commerce the sum of Two Thousand (\$2,000.00) Dollars upon the execution of this Agreement, and thereafter Two Thousand (\$2,000.00) Dollars each month for a period of four (4) consecutive months. Before and as a condition precedent to the consecutive monthly payments following the execution of this Agreement, the Chamber of Commerce shall file with the City Auditor a requisition therefor, accompanied by a brief statement showing in detail the obligations for which the payment is to be made, and upon the filing of such requisition, accompanied by such statement, and approved by the City Manager, the Auditor will draw a warrant payable to said Chamber for the amount herein agreed to be paid. Said warrant to be in the form and subject to the procedure for the payment thereof as required by the Charter and Ordinances of the City for the payment of City Warrants.

Third: Should the Chamber of Commerce fail to carry on the work of procuring, printing and distributing such survey and report and of continuing to advertise the resources of the City for commercial and industrial purposes, or for any reason discontinue its activities in that regard, the City shall be released from any and all obligation hereunder to make the monthly payments as herein provided and the City Council shall have the exclusive right to determine whether this Agreement is being carried out by the Chamber of Commerce as herein contemplated and in the event the said Council officially determines that there has been a failure on the part of said Chamber of Commerce to carry out its agreement, this Contract shall be terminated and said City shall be under obligation to make no other or future payments thereunder.

IN WITNESS WHEREOF, the City of San Diego has caused this Agreement to be executed by its City Manager, and the San Diego Chamber of Commerce has caused the same to be executed by its President, attested by its General Manager, the day and year hereinabove first written.

CITY OF SAN DIEGO

By G. E. ARNOLD,
Acting City Manager

SAN DIEGO CHAMBER OF COMMERCE

By EDWARD T. PRICE
President.

ATTEST:

STANLEY GROVE.
General Manager

I hereby approve the form and legality of the foregoing Agreement this 18th day of February, 1947.

J. F. DuPAUL

City Attorney

By B. L. COMPARET.

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego Chamber of Commerce for Advertising and Publicity for a period of four months; being Document No. 370092.

FRED W. SICK

City Clerk of The City of San Diego, California

By Betty J. Schreiner Deputy

L E A S E

THIS AGREEMENT, made and entered into this 19th day of February, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and RAY GAVIN, of Lakeside, California, hereinafter called the "Lessee"; WITNESSETH:

That the City for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

The W 1/2 of Section 14; the NW 1/4, the North 1/2 of the SW 1/4, the SW 1/4 of the SW 1/4, the South 1/2 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 23; the NW 1/4 of the NW 1/4, the S 1/2 of the NW 1/4 and the NW 1/4 of the SW 1/4 of Section 26; the NE 1/4, the S 1/2 of the NW 1/4 and the N 1/2 of the SW 1/4 of Section 27; all in Township 12 South, Range 1 East, S.B.B.&M., according to United States Government Survey Maps of record, being 1200 acres of land, more or less; subject to all easements.

encumbrances and liens of whatsoever nature pertaining to or existing against said property.

For a term of five (5) years, beginning on the 20th day of February, 1947, and ending on the 19th day of February, 1952, at the following rentals: Seven Hundred Dollars (\$700.00) per year payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for grazing and/or agricultural purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals,

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City, the said premises, in as good state and condition as the same are now in or may be put into reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

It is understood and agreed that a waiver by the lessor of any default hereunder shall not be considered, nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the lessee to be kept, observed or performed, lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 85509 of the Council of said City authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

RAY GAVIN
Lessee

I HEREBY APPROVE the form of the foregoing lease this 21st day of February, 1947.

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 Ray Gavin of Lakeside for 1200 acres of land in Township 12 South, Range 1 East; being Document No. 370128.

FRED W. SICK
City Clerk of The City of San Diego, California
By Betty J. Schreiner Deputy

KNOW ALL MEN BY THESE PRESENTS, That GRAYBAR ELECTRIC COMPANY, INC., a corporation, as Principal and UNITED STATES GUARANTEE COMPANY, a Corporation organized and existing under the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand eight hundred seventy-five-- Dollars (\$1,875.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally firmly by these presents.

Signed by us and dated this 30th day of December, 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 Purchasing Agent of said City, f.o.b. City storerooms, GENERAL ELECTRIC COMPANY incandescent lamps, as manufactured by the General Electric Company, a New York Corporation, which equal or exceed the requirements of Federal Specifications for Incandescent Lamps WL-101E, and annual supplement thereto, for a period of one (1) year, commencing on November 16, 1946, and ending on November 15, 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. E. CRANE
Credit Mgr.

GRAYBAR ELECTRIC COMPANY, INC.
By S. W. SCOTT
District Sales Mgr. Principal.

(SEAL) UNITED STATES GUARANTEE COMPANY (SURETY)
By A. A. CHRISTIAN
By A. A. CHRISTIAN, Attorney-in-Fact

STATE OF CALIFORNIA } SS.
County of Los Angeles }

On this 30th day of DECEMBER, in the year nineteen hundred and FORTY SIX, A.D. before me, DELORUS E. CLARK, 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) DELORUS E. CLARK
Notary Public in and for the County of Los Angeles,
State of California.
My Commission Expires July 9, 1949.

I hereby approve the form of the within Bond, this 20th day of February, 1947.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 21st day of Feb 1947.

G. E. ARNOLD
Acting City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 30th day of December, 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 GRAYBAR ELECTRIC 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: from time to time as orderd and required by the Purchasing Agent of said City, f. o. b. City store-rooms, GENERAL ELECTRIC COMPANY incandescent lamps, as manufactured by the General Electric Company, a New York Corporation, which equal or exceed the requirements of Federal Specifications for Incandescent Lamps WL-101E, and annual supplement thereto, for a period of one (1) year, commencing on November 15, 1946, and ending on November 15, 1947.

Said contractor hereby agrees to furnish and deliver the lamps above described at 33% discount for standard packages, and 28% discount for broken packages amounting to less than \$15 list value, off the standard price schedule of the General Electric Company, contained in Document No. 366428, on file in the office of the City Clerk of said City, or any subsequently issued schedule that supplements or takes the place of said schedule on file in the office of the City Clerk. Said contractor will allow an additional discount of 2% for payment on or before the 10th proximo; and, provided, that the City furnishes properly executed Excise Tax Exemption Certificate, will allow the tax charge of 5% of the net billing (before cash discount); also, the additional tax of 7.5% of list prices. Contractor agrees that should purchases during the life of the contract reach an amount entitling the City, in accordance with said schedules, to a discount greater than that used for billing, the manufacturer will credit the City's account with an amount equal to the difference between the price at which the lamps have been invoiced and the price to which the purchaser is so entitled. Said prices do NOT include the California State Sales Tax.

The contractor hereby agrees that there will be no increase in price over list submitted and also agrees that the City will have the benefit of any decrease in the list submitted during the contract period.

The total net requirements of said City are estimated to amount to the sum of \$7,500.00, but should said purchases not amount to said sum of \$7,500.00 during the period hereinabove mentioned, said contractor agrees to waive any undercharge billing which might be due as a result of differential in discounts.

The City's purchases will amount to not less than \$5,000.00 during the year ending November 15, 1947.

Said City, in consideration of the furnishing and delivery of said lamps by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants of said contractor herein undertaken and agreed upon, and the acceptance of said lamps by said City, will pay said contractor for said lamps at the rate of 33% discount for standard packages, and 28% discount for broken packages amounting to less than \$15 list value, off the standard price schedule of the General Electric Company, contained in Document No. 366428, on file in the office of the City Clerk of said City, or any subsequently issued schedule that supplements or takes the place of said schedule on file in the office of the said City Clerk, less 2% discount for payment on or before the 10th proximo, less certain other hereinabove mentioned allowances conditioned upon the City's furnishing properly executed Excise Tax Exemptions Certificates; which said prices do NOT include the California State Sales Tax.

All guaranties by the contractor as to quality, performance or delivery of lamps are given subject to material and other restrictions placed upon the manufacturer by the United States Government, or any agencies thereof. If there is any conflict between the terms and conditions of this agreement and any Federal agency order, the Federal agency order shall prevail.

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 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. 84582 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

GRAYBAR ELECTRIC COMPANY, INC.
By H. L. HARPER
Pacific District Manager Contractor

ATTEST:

S. W. SCOTT
District Sales Manager

I hereby approve the form and legality of the foregoing contract this 20th day of February, 1947.

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 Graybar Electric Company Inc. for furnishing Incandescent Lamps; being Document No. 370130.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street, prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Jewell T. Anderson is the owner of Lot A and N 1/2 of B, Block 265, of Hortons Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 13 day of Feb. by Jewell T. Anderson, W will, for and in consideration of the permission granted to remove 24' feet of curbing on Kalmia between First and Second 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 direct her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

JEWELL T. ANDERSON
4735 Panorama Dr.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 13 day of Feb., A.D. Nineteen Hundred and 47 before me W B Melhorn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jewell T. Anderson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

W 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 21st day of February, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 27 1947 40 MIN PAST 11 AM. IN BOOK 2317 AT PAGE 325 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
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 Jewell T. Anderson to City of San Diego; being Document No. 370134.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Doris J. Lamb Owner, and The City of San Diego, dated October 1, 1946, recorded in the office of the Recorder of San Diego County, California, on October 16, 1946, in Book 2259, Page 286, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

On this 24th day of Feb., A.D. Nineteen Hundred and forty seven before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California.

RECORDED FEB 27 1947 40 MIN PAST 11 AM. IN BOOK 2338 AT PAGE 317 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
C. JOHNSON
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Satisfaction of Contract from City of San Diego to Lamb; being Document No. 370174.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener 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 29th day of January, 1947 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 SAN FRANCISCO BRIDGE COMPANY, 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 material, all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to dredge that certain area in the Bay of San Diego, to be known as Yacht Harbor "Commercial Basin", and to deposit as solid fill the dredged material in the designated disposal areas, City of San Diego, California; all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 9th day of November, 1946, marked "Document No. 366878," and endorsed "Contract Documents for Dredging Yacht Harbor "Commercial Basin", an area along and adjacent to the existing shore line in the Bay of San Diego between the southeasterly prolongation of the northeasterly lines of Ingelow and Byron Streets"; true copies of 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, and to accept as full compensation therefor the sum of Twenty three and seven-tenths cents, per cubic yard as measured in cut.

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

Chief Engineer	\$400.00 per month
Assistant Engineer	\$13.20
Leverman	15.20
Deck Mate	12.00
Deck Hand	10.40
Welder	13.20
Oiler	10.40
Levee Man	10.40
Levee Foreman	12.00
Service truck driver under 6-Tons	9.80
Truck Driver 6 to 10 Tons	10.00

And craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$8.00 per diem of 8 hrs.

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 VII-a The Contractors further agree and covenant that neither the Contractors, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of the City of San Diego, and the Contractors shall forfeit as a penalty to the City, Ten Dollars (\$10.00) for each laborer or workman or mechanic employed by the Contractors, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Charter Section; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done by any alien, contrary to the provisions of Section 197 of said Charter, 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 Contractors or any subcontractor contrary to the provisions of said Charter Section for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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. General Conditions
3. Specifications
4. Plans
5. Instructions to Bidders
6. Notice to Contractors
7. 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 140 consecutive calendar days after the date so specified.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Harbor Commission of The City of San Diego, thereunto duly authorized, and the Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By EMIL KLICKA

R H VAN DEMAN

H. M. SMITH

Members of the Harbor Commission,
Party of the First Part

ATTEST:

JOHN H. THIES

John H. Thies Secretary

SAN FRANCISCO BRIDGE CO., A corporation

B. G. HINDES President (SEAL)

Contractor, Party of the Second Part

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)

I hereby approve the form of the foregoing contract, this 19th day of February, 1947.

J. F. DuPAUL

City Attorney of the City of San Diego

By B. L. COMPARET.

Deputy City Attorney

By J. H. McKINNEY

Deputy

USG CO. BOND #1530532

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT San Francisco Bridge Company, a corporation, as principal, and United States Guarantee Company a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Eighty-six thousand eight hundred ninety-six Dollars (\$86,896.00) (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 29 day of January, 1947.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the performing and completing of the dredging and filling of certain areas in the Bay of San Diego, located along and adjacent to the existing shore line between the southeasterly prolongations of the northeasterly lines of Ingelow and Byron Streets, in the County of San Deigo, 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 9th day of November, 1946, marked Document No. 366878, and endorsed, "Contract Documents for Dredging Yacht Harbor "Commercial Basin", an area along and adjacent to the existing shore line in the Bay of San Diego between the southeasterly prolongations of the northeasterly lines of Ingelow and Byron Streets, 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 effect 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 29 day of January, 1947, 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:

JOHN H. THIES

John H. Thies Secretary

SAN FRANCISCO BRIDGE COMPANY (SEAL)

By B. G. HINDES

President

Principal

ATTEST:

CLEM CARLE

UNITED STATES GUARANTEE COMPANY (SEAL)

By A. O. FISKE

A. O. Fiske Attorney-in-Fact

Surety

STATE OF CALIFORNIA)
COUNTY AND CITY OF SAN FRANCISCO) SS.

On this 29th day of January, in the year nineteen hundred and forty-seven, A.D., before me IRENE MURPHY, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared A. O. Fiske known to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said city and county the day and year in this certificate first above written.

(SEAL) IRENE MURPHY
Notary Public in and for the City and County of San Francisco, State of California
My Commission expires March 10-1950-

(If executed by an individual or partnership Contractor, appropriate changes shall be made in the past preceding paragraph.)

I hereby approve the form of the within Bond this 13th day of February 1947.

J. F. DuPAUL
City Attorney for the City of San Diego
By J. H. McKINNEY
Deputy City Attorney

Approved by a majority of the members of the Harbor Commission of The City of San Diego this 13th day of February, 1947.

EMIL KLIKA
R H VAN DEMAN
H. M. SMITH

U.S.G. CO. BOND #1530533

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT SAN FRANCISCO BRIDGE COMPANY, a corporation, as Principal, and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Forty-three thousand four hundred forty-eight--Dollars (\$43,448.00), lawful money of the United States of America to be 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 29 day of January, 1947,

THE CONDITION OF THE ABOVE 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 performing and completing of the dredging and filling of certain areas in the Bay of San Diego, located along and adjacent to the existing shore line between the southeasterly prolongations of the northeasterly lines of Ingelow and Byron Streets, in the County of San Diego, State of California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 366878.

WHEREAS, the aforesaid penal sum of Forty²-three thousand four hundred forty-eight--Dollars (\$43,448.00), 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 above-bounden parties have executed this instrument under their seals this 29 day of January 1947, 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:
JOHN H. THIES
John H. Thies Secretary

SAN FRANCISCO BRIDGE COMPANY (SEAL)
By BG HINDES Principal
President

ATTEST:
CLEM CARLE
STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO) SS.

UNITED STATES GUARANTEE COMPANY (SEAL)
By A O FISKE Surety
A. O. Fiske Attorney in Fact

On this 29th day of January, in the year nineteen hundred and forty-seven, A.D., before me, IRENE MURPHY, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared A. O. Fiske known to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said city and county the day and year in this certificate first above written.

(SEAL) IRENE MURPHY
Notary Public in and for the City and County of San Francisco, State of California
My Commission expires March 10-1950-

(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 13th day of February, 1947.

J. F. DuPAUL
City Attorney of The City of San Diego.
By J. H. McKINNEY
Deputy City Attorney.

Approved by a majority of the members of the Harbor Commission of the City of San Diego this 13th day of February 1947.

EMIL KLICKA
R VAN DEMAN
H. M. SMITH

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract Documents with San Francisco Bridge Co. for Dredging Yacht Harbor "Commercial Basin"; being Document No. 370181.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schinner Deputy

LEASE

THIS AGREEMENT, made and entered into this 24th day of February, 1947, 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, 2963-4th Avenue, San Diego, California, hereinafter called the "lessee", WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the lessee, as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Those portions of Pueblo Lots 1322, 1323, 1326 and 1327 lying between the Sorrento Road and Pacific Highway (excepting the portion of Pueblo Lot 1326 dedicated for public park purposes), according to map of the Pueblo Lands of The City of San Diego made by James Pascoe in 1870, filed as Miscellaneous Map No. 36 in the office of the County Recorder of said San Diego County, subject to all easements, encumbrances and liens of every kind, nature and description whatsoever existing against or in respect to said land;

For a term of three (3) years, beginning on the 1st day of February, 1947, and ending on the 31st day of January, 1950, at the following rentals: Two Hundred Fifty Dollars (\$250.00) per year payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving thirty (30) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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 the lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

It is understood and agreed that a waiver by the lessor of any default hereunder shall not be considered, nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the lessee shall make default in the performance of any of the terms, conditions or covenants, of this lease by the lessee to be kept, observed or performed, lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 3360 (New Series) of the ordinances of The City of San Diego authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By G. E. ARNOLD
Acting City Manager
OLIVER SEXSON
~~Lessee~~

I HEREBY APPROVE the form of the foregoing lease this 24th day of February 1947.

J. F. DuPAUL, City Attorney,

By J. H. McKINNEY.

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Oliver Sexson for Portions of Pueblo Lots 1322, 1323, 1326 and 1327 for stock grazing; being Document No. 370192.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schreiner Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 25th day of February, 1947, by and 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 WESTERN PIPE & STEEL COMPANY, 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 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 furnishing, erecting, testing and painting of a 750,000 gallon welded steel standpipe and appurtenances in the City of San Diego, California, as per Schedule, Items 1 & 2, 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 December, 1946, marked Document No. 367538, 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 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)	\$10.80
Carpenter, Journeyman	13.20
Cement Finisher	14.20
Fireman and Oiler	10.60
Iron Worker, Reinforcing	14.20
Laborer, Unskilled	9.20
Painter, Journeyman	13.20

Plumber	16.00
Powderman	12.00
Power Equipment Operators:	
Air Compressor	11.60
Bulldozer	13.60
Crane, Derrick	15.20
Dragline & Shovel	15.20
Mixer, Skip Type	12.60
Motor Patrol	14.60
Pavement Breaker	13.20
Pumps	11.60
Roller	13.20
Tractor	13.60
Tractor, with Boom Attachments	13.60
Trenching Machine	14.20
Truck Driver, Less than 6 tons	9.80
Truck Driver, 6 to 10 tons	10.00
Truck Driver, 10 to 15 tons	10.40
Truck Driver, 15 to 20 tons	11.00
Truck Driver, 20 tons or more	12.60
Truck Driver, Dump Truck, less than 4 yds.	9.80
Truck Driver, Dump Truck, 4 to 8 yds.	10.00
Truck Driver, Dump Truck, 8 to 12 yds.	10.40
Truck Driver, Dump Truck, 12 to 16 yds.	11.00
Truck Driver, Dump Truck, 16 yds. or more	12.60
Sandblaster (Nozzlemán)	12.60
Sandblaster (Pot Tender)	10.60
Welder & Fitter, Pipe Line	16.00
Welder & Fitter's Helper, Pipe Line	10.00

Foreman to receive not less than \$1.40 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.

For overtime, when the same is permitted by law, not less than 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, not less than 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 days; or (60)
- (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, therunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council

ATTEST:
FRED W. SICK
City Clerk
By A. M. WADSTROM
Deputy

(SEAL) WESTERN PIPE & STEEL COMPANY OF CALIFORNIA

ATTEST:
L. W. COUTURE
L. W. Couture Asst. Secretary

By F. S. HOWARD
F. S. HOWARD, Contractor
Vice President

(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 19th day of February, 1947.

J. F. DuPAUL
City Attorney of The City of San Diego
B. L. COMPARET
Deputy City Atty.

4833658-A

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That WESTERN PIPE & STEEL 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 Thirty-two thousand two hundred twenty dollars (\$32,220.00) (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 10th day of February, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of the Encanto Standpipe, 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 2nd day of December, 1946, marked Document No. 367538, 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 10th day of February 1947, 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:

L. W. COUTURE
L. W. Couture Asst. Secretary

WESTERN PIPE & STEEL COMPANY OF
CALIFORNIA (SEAL)
Principal
By F. S. HOWARD
F. S. Howard Vice President

ATTEST:

COUNTERSIGNED
DONALD C. BURNHAM
Agt.

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND
Surety
By D M LADD
Attorney-in-Fact
By S. M. SMITH

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 10th day of February, 1947, 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 D. M. Ladd, 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)

THERESA FITZGIBBONS
Notary Public in and for the County of Los Angeles,
State of California.
My Commission Expires May 3, 1950

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 19th day of February, 1947.

J. F. DuPAUL
City Attorney of The City of San Diego
By BERTRAND L. COMPARET,
Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 25th day of February, 1947.

G. C. CRARY
CHARLES B. WINCOTE.
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council

ATTEST:

FRED W. SICK
City Clerk (SEAL)
By A M WADSTROM Deputy

4833658-A

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That WESTERN PIPE & STEEL 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 Sixteen thousand one hundred ten Dollars (\$16,110.00), (not less than fifty per cent of the estimated contract price), lawful money of the United States of America, to be paid to the City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10 th day of February, 1947.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish materials and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of the Encanto Standp ipe, in the City of San Diego, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 2nd day of December, 1946, marked Document No. 367538, 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 Sixteen thousand one hundred ten Dollars (\$16,110.00), 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, 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 10th day of February, 1947, 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:

L. W. COUTURE
L. W. Couture Asst. Secretary

Countersigned: Donald C. Burnham
Agent

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES,)

On this 10th day of February, 1947, 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 D. M. Ladd known to me to be the Attorney-in-Fact, and SM. 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 names of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

THERESA FITZGIBBONS
Notary Public in and for the County of Los Angeles,
State of California.
My Commission Expires May 8, 1950

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 19th day of February 1947.

J. F. DuPAUL
City Attorney of The City of San Diego
By B. L. COMPARET
Deputy City Atty.

Approved by a majority of the members of the Council of The City of San Diego this 25th day of February 1947.

ATTEST:

FRED W. SICK
City Clerk (SEAL)
By A.M. WADSTROM Deputy

G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Pipe & Steel Company for erecting the Encanto Standpipe; being Document No. 370194.

FRED W. SICK
City Clerk of The City of San Diego, California
By Betty J. Schriener 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, STAR & CRESCENT OIL CO. is the owner of Lots A, B, C, D, I, J, K & L, Block 56, of New San Diego.

NOW, THEREFORE, This AGREEMENT, signed and executed this 23rd day of November, by Star & Crescent Oil Co. I will, for and in consideration of the permission granted to remove 25 feet of curbing on West Broadway between Union and Front 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 any curbing at such time as the City Council of San Diego direct 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 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.

STAR & CRESCENT OIL CO. (SEAL)

By O J HALL

President

656 Spreckels Bldg., San Diego, Calif.

Attest

Ray W. Patrick

Asst. Secretary

CORPORATION ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this day 23rd, A.D. Nineteen Hundred and Forty-six, before me E. Nicolson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. J. Hall and Ray W. Patrick known to me to be the president and Asst. 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)

E. NICOLSON

Notary Public in and for the County of San Diego,
State of California,

My Commission Expires Dec. 13, 1947

I hereby approve the form of the foregoing agreement this 27th day of February, 1947.

J: F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney.

RECORDED MAR 12 1947 40 MIN PAST 11 AM. IN BOOK 2317 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.

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 Star & Crescent Oil Co. to City of San Diego; being Document No. 370246.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener 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, Mrs. David H. Ryan is the owner of Lots 31 - 34, Block 1, of Resub. 1-12 Fairmount Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of Feb., by Mrs. David H. Ryan. I will, for and in consideration of the permission granted to remove 78 44 Univ. 34 Reno. feet of curbing on Univ. & Reno Dr. between at point of and University and Reno 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 times 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.

MRS. DAVID H. RYAN

1615 Fern St.

San Diego Calif.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 26 day of Feb., A.D. Nineteen Hundred and 47 before me Joseph G. Shea, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally ap--

peared Mrs. David H Ryan known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

JOSEPH G. SHEA (SEAL)
Notary Public in and for the County of San Diego,
State of California.

My Commission Expires May 8, 1950

I hereby approve the form of the foregoing agreement this 1st day of March, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 12 1947 40 MIN PAST 11 AM. IN BOOK 2317 AT PAGE 461 OF OFFICIAL RECORDS, SAN DIEGO CO, CAL
Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS
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 Mrs. David H. Ryan to City of San Diego; being Document No. 370306.

FRED W. SICK
City Clerk of The City of San Diego, California
By Betty J. Schreiner Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as request so to do by the City Council, and

WHEREAS, G. S. Parsons is the owner of Lot 4, Block 106, of Middletown.

NOW, THEREOFER, This Agreement, signed and executed this 19th day of February, by G. S. Parsons. I will, for and in consideration of the permission granted to remove 20 feet of curbing on Kettner Blvd between Palm and Quince 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 times 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.

G. S. PARSONS
2931 Kettner Blvd.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 19 day of Feb, A.D. Nineteen Hundred and 47 before me Carl Switters, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. S. 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.

CARL W SWITTERS
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires Aug. 15, 1950

I HEREBY APPROVE the form of the foregoing agreement this 27th day of February, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK.
Deputy City Attorney

RECORDED MAR 12 1947 48 MIN PAST 11 AM. IN BOOK 2349 AT PAGE 315 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS
M. L. PAIGE
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from G. S. Parsons to City of San Diego; being Document No. 370247.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. R. TOWNSEND CO., INC., a corporation as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND SIX HUNDRED SIXTY-THREE And no/100 Dollars (\$3,663.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well, and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns,

jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of February, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish and deliver:

- 2 - 1/2 ton pickup Studebaker trucks
- 2 - 3/4 ton Studebaker chassis and cabs
- 3 - 3/4 ton Studebaker pickup trucks
- 2 - 1 ton Studebaker express 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.

J. R. TOWNSEND CO., INC.
By W. W. REID
Vice Pres. Principal

(SEAL)
ATTEST:

V. W. SMITH
Treas.

GREAT AMERICAN INDEMNITY COMPANY
Surety (SEAL)

By L DOSTER
Attorney-in-fact.

I hereby approve the form of the within Bond, this 26th day of February, 1947.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 26th day of February 1947.

F. A. RHODES
City Manager.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 24th day of February in the year one thousand nine hundred and forty-seven, before me R. L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster known to me to be the Attorney-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of San Diego, the day and year in this certificate first above written.

(SEAL)

R. L. PAINE
Notary Public in and for the County of San Diego,
State of California

My Commission will Expire 1-13-50

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 24th day of February, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and J. R. TOWNSEND CO., INC., A corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 2 - 1/2 ton pickup trucks with chassis, cabs, and special telephone maintenance type body Studebaker M5 1/2 ton cab & chassis with American Coach and Body Co. Type LIU-76 with overhead ladder rack;
- 2 - 3/4 ton chassis and cabs less bodies, Studebaker M15A-20 Cab and chassis - back of cab to center of rear axle 52-11/16 inches - back of cab to end of frame 94-11/16 inches;
- 3 - 3/4 ton pickup chassis, cabs and bodies, Studebaker M15A-20 pickup trucks; and
- 2 - 1 ton express trucks, Studebaker M16-28 with 8' express body 700x20 tires dual rear single front vacuum, booster brakes

All in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 368766.

Said Contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

2 - 1/2 ton pickup trucks	@ \$1760.75 ea	\$3521.50
2 - 3/4 " chassis and cabs less bodies	@ \$1468.60 "	\$2937.20
3 - 3/4 " pickup trucks	@ \$1523.60 "	4570.80
2 - 1 " express trucks	@ \$1810.60 "	3621.20
		<u>\$14649.70</u>

Said prices do not include the California State Sales Tax.

If the manufacturer makes general increases to the trade in the price of the product and such increases 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 furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, 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, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said contractor agrees to begin delivery of said material within thirty (30) days from and after the date of the execution of this contract, and to complete the said delivery on or before the 90th day thereafter.

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 obligations and covenants by said contractor, herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor in warrants drawn upon the proper fund of said City, the following sums to-wit: Fourteen Thousand Six Hundred Forty-nine and 70/100 Dollars (\$14,649.70), exclusive of California State Sales Tax.

Payment for said automotive equipment 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 on 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. 85133 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES
City Manager

J. R. TOWNSEND CO., INC.

By W. W. REID
Vice President Contractor.

(SEAL)

ATTEST:

V. W. SMITH
Treasurer

I hereby approve the form and legality of the foregoing contract this 26th day of February, 1947.

J. F. DuPAUL
City Attorney.

By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. R. Townsend Co., Inc. for furnishing Studebaker trucks, cabs and chassis; being Document No. 370342.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schreiner Deputy

KNOW ALL MEN BY THESE PRESENTS, That BRAUN 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 _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED SEVENTY-SIX and no/100 Dollars (\$576.00), lawful money of the United States of America, to be 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 February, 1947.

THE CONDITION OF THE ABOVE 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: Laboratory apparatus, surgical and precision instruments, and supplies, 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:

EDUARD G. WITT (SEAL)
Eduard G. Witt Notary Public in and for
County of Los Angeles, State of California
My commission expires December 4, 1949

BRAUN CORPORATION (SEAL)

By J. A. HARTLEY Pres.
BRYANT Secy. Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY
By DICK W. GRAVES Surety (SEAL)
DICK W. GRAVES Attorney-in-Fact.

STATE OF CALIFORNIA,) ss.
COUNTY OF LOS ANGELES,)

On this 18th day of February, in the year 1947, 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)

ELEANOR G. DAVIS
Notary Public in and for the County of Los Angeles,
State of California.
My Commission Expires May 27, 1947

I hereby approve the form of the within Bond, this 26th day of February, 1947.

J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 26th day of February 1947.

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 February, 1947; by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and here-

inafter sometimes designated as the City, and BRAUN CORPORATION, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City the following articles, at and for the prices herein below mentioned:

Cat. No.				
<u>Braun</u>				
1	20482	12 Place Babcock Head		\$48.00
1	39065	Electric heater for one of the Size 2 centrifuge 110 volts Ac		26.00
1	29235	Milk shaking bath		6.03
1	39210	Automatic acid bottle		5.50
1	39330	Column Meter		5.00
<u>Precision Inst.</u>				
<u>Co. Cat.</u>				
1	6637G	Clinical Const. temp. water bath 10-1/2x27x5" 1000 watts, with 6 Kolmer racks		175.00
6	9518	Kolmer racks 10-1/4x4x5 take 5/8" tubes @\$5.00 ea		30.00
12	609-17	Kahn racks 11-1/2x3x2-3/4" k/16" openings @\$3.50 ea		42.00
1	570-15	Precision Kahn shaker-6rack capacity with safety housing		95.00
1	38060	Spot-lite, desk model		14.75
1	26150	Precision automatic water still gas heat 2 gal, per hr. height 36" diam. 20"		145.00
1-	58653	Automatic thermostatic control valve with graduated reference dial for gas oven		40.00
1	58620	Arnold sterilizer 12-1/4x12-1/4x15-1/4 (Braun)		102.00
1	11722	Analytical Balance		81.25
1 set	12650	Weights for above-100 gms		29.50
1	12345	Balance Harvard Trip		13.00
2 ctns	53077	Seriological, Kolmer 1 ml. in 0.01 ml. @ \$32.08 ctn		64.16
6	24720	Graduated cylinder Exax red 50cc cap @ \$.77 ea		4.62
6	24720	Graduated " " " 100cc cap. @ \$.88 "		5.28
2 doz.	21050	Centrifuge tube, 15 ml grad. cone point Kimble blue line @ \$.50 "		12.00
1	60942	Kahn dilution vial rack		1.45
1 dz	38425	Boxes, Micro slide, 100 cap. @ \$.80		9.60
12 oz	38310	Cover glasses No. 1 22mm square @ \$ 2.40 oz		28.80
24 Ctns (576)	25354	Petri dishes, 15x100 mm Pyrex glass @ \$25.86 ctn.		620.64
1 dz	25857	Knife blades, Bard Parker #10		1.50
2	25855	handle for above @ \$ 1.50 ea.		3.00
12 pkgs	52846	Lens paper @ \$.06 ea		.72
6 gross	38218	Microscope slides 3 x 1" @ \$ 1.50 grs.		9.00
4	60375	Syringes, lcc tuberculin Luer @ \$ 1.33		5.32
48	20751	Cups for 6" or 9" Babcock bottles @ \$ 1.35 ea		64.80
24	20769	Trunnion rings double for above cups @ \$ 2.50 ea		60.00
1	A2020	Hand tally		6.75
6 dz	39140	Babcock milk test bottles 6"-18 grm 8% x 1/10ths Dairy Board certified @ \$ 4.13 dz		24.78
2 dz	39160	Babcock cream test bottles 9"-18 grm 50% x 1/2 Dairy Board certified @ \$ 5.75 dz		11.50
3	34755	Lactometer Quebenne's @ \$ 1.55 ea		4.65
2 gross	60825	Culture tube Kimble brand without rim 5/8x4" @ \$ 2.20 grs		4.40
5 "	60825	Culture tube Kimble brand without rim 3/8x3" @ \$ 1.60 grs		8.00
4	53076	Serological, Kahn blue line, Retested Cap. 0.20 ml. grad. 0.001 ml. @ \$.77 ea		3.08
4	53076	Retested cap. 0.60 ml., grad. to 0.15 ml. seriological Kahn blue line @ \$.40 ea		1.60
1	60360	Syringe 5cc, Luer @ \$ 1.33		1.33
1	60111	Support, with four rings base 6 x9		3.47
4 gross	60810	Test tubes 4 x 1/2 @ \$ 1.45 grs.		5.80
2 "	60810	Test tubes 5x5/8" @ \$ 1.98 "		3.96
1 "	60810	Test tubes 6x3/4" @ \$.68 ea		2.42
4	50820	Needle holders @ \$.24 ea		2.72
2	17040	Brushes, cylinder 20" @ \$.24 ea		.48
1 dz	17027	Brushes, test tube, large		1.46
1 dz	17027	Brushes, test tube, medium		1.30
1 dz	17027	Brushes, test tube, small		1.13
2	24720	Graduated cylinder Exax red 500cc @ \$ 1.76 ea		3.52
1 Braun		Hellige picket colorimeter with Brom thymol blue and phenol red disks and indicator solutions #605		50.00
3	17440	Burette, 50cc cap. Kimble blue line retested grad. 1/10 @ \$ 1.30 ea		4.17
6	60910	Wire baskets 6 x 6 @ \$ 1.29 ea		7.20
6	53165	Pipette boxes-square 13-1/2x2-1/2x2-1/2 @ \$ 4.00 ea		24.00
2	60910	Baskets test tube 4x4x4" @ \$.90 ea		1.80
6	60910	Baskets test tube 6x6x6" @ \$ 1.20 ea		7.20
1	17456	Burette, with glass stopcock 50 ml		1.93
1	17685	Burette clamp and support		6.50
1 bag	23420	Corks, assorted sizes #1 to 12 (100)		2.23
1 set	23455	Cork borers, 5011 lto 6		2.00
24 lbs	23548	Cotton, non-absorbent bleached @ \$ 1.17 lb		28.08
2 lbs	23530	Cotton, absorbent bleached @ \$ 1.70		3.40
6 pkgs		Filter paper 10" @ \$.75 ea		4.50
6	29111	Flasks, boiling, Pyrex, 500 ml @ \$.35		2.10
1	18186	Gas burner for Arnold sterilizer		12.50
1	17110	Brush, burette		.22
2	17170	Brushes, beaker @ \$.40		.80
12	39250	Milk pipette contain 17.6 ml @ \$ 5.18 lot		5.18

6	39255	Cream pipettes, cap. 9ml	@\$.31	1.86
1000	39486	Cotton filter disks for #39485	@\$ 4.75 lot	4.75
	<u>Braun</u>			
	<u>Cat. No.</u>			
3	29111	Flasks, boiling, pyrex 1000 ml	@\$.55 ea	1.65
2 dz	29136	Flasks, Erlenmeyer, pyrex 125 ml	@\$.24 ea	5.76
12	29136	Flasks, Erlenmeyer, pyrex 250 ml	@\$.29 ea	3.48
12	29136	Flasks, Erlenmeyer, pyrex 500 ml	@\$.35 ea	4.20
12	29136	Flasks, Erlenmeyer, pyrex 1000 ml	@\$.55 ea	6.60
2	30231	Funnels, 50 mm pyrex	@\$.35 ea	.70
1	30231	Funnel, 100 mm pyrex		.50
3	30235	Funnels, 8-1/2" ribbed	@\$ 1.35 ea	4.05
3	52873	Pencils "non Run" red	@\$.20 ea	.60
2 lbs	56380	Rubber stoppers, asstd, solid, one hole	@\$.90 lb	1.80
2 lbs	56381	Rubber stoppers, one hole	@\$.90 lb	1.80
2 lbs	56382	Rubber stopper two hole	@\$.90 lb	1.80
10 ft	56420	Rubber tubing A.P.G 1/4 & 1/16"	@\$.16 ft	1.60
1	60111	Support with four rings base 6 x 9		3.47
1	61210	Thermometer, 110 deg. C		.89
1	62766	Tripod 8"		1.41
6	14352	Pipettes, blood mixing certified for red corpuscles	@\$ 2.75 ea	16.50
6	14361	Pipettes, blood mixing certified for white corpuscles	@\$ 2.75 ea	16.50
2	14331	Counting Chamber double Neubauer, grayline certified	@\$12.50 ea	25.00
1 gross	63100	Urine bottles	@\$11.00 grs.	11.00
2	63260	Urinometers, Squibb's	@\$ 1.25 ea	2.50
2 dz	102-61	Flint wide mouth capacity 125 cc ground glass top.	@\$ 5.00 dz	10.00
1 clinical model	122461	Klett photoelectric colorimeter		148.00
1 set	12710	Weights, 100 gms	@\$ 4.50	4.50
6	6096	Wire baskets 8 x 10	@\$ 3.00 ea	18.00
				<u>\$2304.00</u>

Said prices do not include the California State Sales Tax.

Said laboratory apparatus, surgical and precision instruments, and supplies shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 367760.

Said contractor agrees to begin delivery of said material within 10 days from and after the receipt of purchase order, and to complete said delivery on or before the 60th day after receipt of said purchase order.

Said City, in consideration of the furnishing and deliver 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 Three Hundred and Four and no/100 Dollars (\$2304.00), exclusive of California State Sales Tax.

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. 85077 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

BRAUN CORPORATION (SEAL)
By J. A. HARTLEY Pres.
BRYANT Secy

ATTEST:

EDUARD G. WITT (SEAL)
EDUARD G. WITT Notary Public in and for
County of Los Angeles, State of California
My commission expires December 4, 1949

I hereby approve the form and legality of the foregoing contract this 26th day of February, 1947.

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 Braun Corporation for furnishing Laboratory apparatus, surgical and precision instruments and supplies; being Document No. 370343.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener 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, Chas. & Paul Borgerding is the owner of Lots 1-2-3-4, Block 253, of West Arlington.

NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of Feb., by Chas. Borgerding & Paul Borgerding. We will, for and in consideration of the permission granted to remove 30' feet of curbing on Main between Thor and Una 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.

CHAS. BORGERDING
PAUL BORGERDING
3504 Main St.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 26th day of FEBRUARY, A.D. Nineteen Hundred and Forty seven before me Nellie Delin, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chas. Borgerding and Paul V. Borgerding 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 S an Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Comm. Expires 4/27/48

NELLIE DELIN
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the foregoing agreement this 4th day of March 1947.

J. F. DuPAUL City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 12 1947 40 MIN PAST 11 AM. IN BOOK 2317 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.

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 Chas. Borgerding to City of San Diego; being Document No. 370413.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner 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, W. B. Watson is the owner of Lot 25 Block 3 of El Retiro.

NOW, THEREFORE, This AGREEMENT, signed and executed this 26 day of February, by W. B. Watson. I will, for an in consideration of the permission granted to remove 20 feet feet of curbing on College Ave between Adams Ave and Arosa 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.

W. B. WATSON

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 26 day of Feb. A.D. Nineteen Hundred and 47 before me W B Melhorn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W B Watson, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
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 4th day of March, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 12 1947 40 MIN PAST 11 AM IN BOOK 2317 AT PAGE 461 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
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. B. Watson to City of San Diego; being Document No. 370414.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

L E A S E

THIS AGREEMENT, made and entered into this 3rd day of March, 1947, 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 FOSTER AND KLEISER COMPANY, a corporation, hereinafter called the "Lessee", WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the City of San Diego, State of California, to-wit:

County of San Diego, That portion of Pueblo Lot 263 of the Pueblo Lands of San Diego lying west of Pacific Highway, beginning at Knoxville Street and extending approximately 400 feet southerly along Pacific Highway;

for a term of five (5) years, beginning on the 26th day of February, 1947, and ending on the 25th day of February, 1952, 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 advertising billboard or signboard 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 it may receive them at its own expense (ordinary wear and tear and the act 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, peaceable 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 peaceable and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving thirty (30) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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 may maintain upon the leased premises not to exceed four (4) signboards or billboards.

Eleventh. The City reserves the right, for itself and any other lessee or concessionaire to whom it may grant the right, to make any and every use of the leased premises which does not materially interfere with the use of the leased premises by Foster & Kleiser Company for the purposes for which this lease authorizes.

Twelfth. 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.

Thirteenth. 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. 85303 of the Council authorizing such execution, and said lessee has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

F OSTER AND KLEISER COMPANY, lessee,
By S. J. DRESDEN
Branch Manager

I HEREBY APPROVE the form and legality of the foregoing Lease this 4th day of March 1947.

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 Foster and Kleiser Company for portion of Pueblo Lot 263; being Document No. 370437.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

L E A S E

THIS AGREEMENT, made and entered into this 3rd day of March, 1947, 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 FOSTER AND KLEISER COMPANY, a corporation hereinafter called the "Lessee", WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the City of San Diego, County of San Diego, State of California, to-wit:

All that portion of the west half of the west half of Pueblo Lot 281 of the Pueblo Lands of San Diego, lying easterly of Pacific Highway and southwesterly of Anna Street, for a term of five (5) years, beginning on the 16th day of January, 1947, and ending on the 15th day of January, 1952, at the following rentals: Forty Dollars (\$40.00) 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 advertising billboard or signboard 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 it may receive them at its 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 thirty (30) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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 may maintain upon the leased premises not to exceed two (2) signboards or billboards.

Eleventh. The City reserves the right, for itself and any other lessee or concessionaire to whom it may grant the right, to make any and every use of the leased premises which does not materially interfere with the use of the leased premises by Foster & Kleiser Company for the purposes for which this lease authorizes.

Twelfth. 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.

Thirteenth. 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 cases 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. 85303 of the Council authorizing such execution, and said lessee has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager
FOSTER AND KLEISER COMPANY, lessee,
By S. J. DRESDEN
Branch Manager

I HEREBY APPROVE the form and legality of the foregoing Lease this 4th day of March, 1947.

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 Foster & Kleiser Company for portion of Pueblo Lot 281; being Document No. 370438.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

L E A S E

THIS AGREEMENT, made and entered into this 3rd day of March, 1947, 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 FOSTER AND KLEISER COMPANY, a corporation, hereinafter called the "Lessee", WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the City of San Diego, County of San Diego, State of California, to-wit:

Lots 23 and 24, Block 309, Seaman & Choate's Addition;
for a term of five (5) years, beginning on the 1st day of August, 1946, and ending on the 31st day of July, 1951, at the following rentals: Twenty Dollars (\$20.00) per year, payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for advertising billboard or signboard 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 it may receive them at its 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 agreement aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving thirty (30) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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 may maintain upon the leased premises not to exceed two (2) signboards or billboards.

Eleventh. The City reserves the right, for itself and any other lessee or concessionaire to whom it may grant the right, to make any and every use of the leased premises which does not materially interfere with the use of the leased premises by Foster & Kleiser Company for the purposes for which this lease authorizes.

Twelfth. 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.

Thirteenth. 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. 85303 of the Council authorizing such execution, and said lessee has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager
FOSTER AND KLEISER COMPANY, lessee
By S. J. DRESDEN
Branch Manager

I HEREBY APPROVE the form and legality of the foregoing lease this 4th day of March 1947.

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 Foster and Kleiser Company for Lots 23 and 24, Block 309, Seaman & Choates Addition; being Document No. 370439.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

L E A S E

THIS AGREEMENT, made and entered into this 3rd day of March, 1947, 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 FOSTER AND KLEISER COMPANY, a corporation, hereinafter called the "Lessee", WITNESSETH.

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the City of San Diego, County of San Diego, State of California, to-wit:

A portion of Lot 3, Block, 352, Old San Diego, lying west of Morena Boulevard; for a term of five (5) years, beginning on the 6th day of October, 1946, and ending on the 5th day of October, 1951, at the following rentals: Eighty Dollars (\$80.00) 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 advertising billboard or signboard 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 for drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as it may receive them at its own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving thirty (30) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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 may maintain upon the leased premises not to exceed four (4) signboards or billboards.

Eleventh. The City reserves the right, for itself and any other lessee or concessionaire to whom it may grant the right, to make any and every use of the leased premises which does no materially interfere with the use of the leased premises by Foster & Kleiser Company for the purposes for which this lease authorizes.

Twelfth. 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.

Thirteenth. 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. 85303 of the Council authorizing such execution, and said lessee has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager
FOSTER AND KLEISER COMPANY, lessee,
By S. J. DRESDEN
Branch Manager

I HEREBY APPROVE the form and legality of the foregoing Lease this 4th day of March, 1947.

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 Foster and Kleiser Company for portion Lot 3, Blk 352, Old San Diego; being Document No. 370440.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

Regarding construction of one residence and a guest residence
Regarding use of guest residence as home for Mother only.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF SAN DIEGO)

Lillian M. Gabbs, after being first duly sworn, for herself deposes and says:

That I am the owner of the hereinafter described real property: Lot Fifteen (15) Block One (1) Subdivision Warner Villa Tract, located at Dudley Street

That I desire to construct a residence and guest residence on the above described property and have applied for a variance to the Zoning Ordinance by Application No. 4488, dated January 28, 1947;

That I, in consideration of approval granted by the City of San Diego to construct one residence and guest residence by Zoning Committee Resolution No. 2070, dated February 27, 1947; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the guest residence will be occupied by the Mother only and will not be a rental, and that at such time as the guest residence is vacated by the Mother, it will then be converted to a legal use.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

LILLIAN M. GABBS
1610 1/2 Upas St.,
San Diego, Calif.

On this 3rd day of March A.D. Nineteen Hundred and Forty Seven before me, ANNETTE K. UEHLING A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared LILLIAN M. GABBS 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)

ANNETTE K. UEHLING
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires January 7, 1950

RECORDED MAR 12 1947 40 MIN PAST 11 AM. IN BOOK 2317 AT PAGE 455 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
V. 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 Agreement from Lillian M. Gabbs relative to residence in Warner Villa Tract; being Document No. 370501.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

LEASE AGREEMENT

WHEREAS, The City of San Diego, a municipal corporation, hereinafter referred to as the "City", is the owner of a certain 18-hole "pitch and putt" public golf course, at the location known and numbered as No. 4136 Wallace Street, in the City of San Diego, which AL ABREGO, hereinafter referred to as the "Lessee" desires to lease and operate as a public golf course and Pro Shop; NOW, THEREFORE,

IT IS HEREBY AGREED by and between The City and the Lessee as follows:

(1) TERM. The City does hereby lease to the lessee the premises now in use as said 18-hole "pitch and putt" public golf course, situated at and numbered as No. 4136 Wallace Street, in the City of San Diego, County of San Diego, State of California, described as follows:

All that real property situated in the City of San Diego, County of San Diego, State of California, bounded and described as follows:

PARCEL 1: Lot 3, in Block 410 of Old San Diego, according to Map thereof made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 40, in the office of the County Recorder of said County of San Diego.

ALSO, the southwesterly half of Sunset Street (formerly Johnson Street) now vacated, adjoining said Lot 3 on the northeast;

AND ALSO, the northwesterly half of Wallace Street (formerly Washington Street) adjoining said Lot 3 on the southeast; (the northwesterly 25 feet of said northwesterly half of said Wallace Street having been vacated and closed to public use October 10, 1939, by Resolution No. 70113 of the Council of said City).

PARCEL 2: The southeasterly 150 feet of the northeasterly half of Lot 2, in Block 410, and the southeasterly 125 feet of the southwesterly half of said Lot 2, in said Block 410, of Old San Diego, according to the Map thereof made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 40, in the office of the County Recorder of said County of San Diego.

ALSO, the southwesterly half of Sunset Street, formerly Johnson Street, vacated and closed to public use by Resolution No. 70113 of the Council of said City of San Diego, adopted October 10, 1939, adjoining said Lot 2 on the northeast, lying between the northeasterly prolongation of the northwesterly line of said Block 410 and the northeasterly prolongation of the division line between Lots 2 and 3, said Block 410;

PARCEL 3: Those portions of Lots 1 and 4, of Block 410, of old San Diego, accor-

to the Map thereof made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 40, in the office of the County Recorder of said County of San Diego.

ALSO, the northwesterly half of Wallace Street, formerly Washington Street as shown on said Map of Old San Diego, lying within the following described perimeter:

Commencing at a point on the northeasterly line of Lot 1, said Block 410, distant thereon 25.00 feet northwesterly from the most easterly corner of said Lot 1; thence southeasterly along the northeasterly line of said Lot 1 and southeasterly along the northeasterly line of said Lot 4 and the southeasterly prolongation thereof to an intersection with the center line of Wallace Street, formerly Washington Street 75 feet in width as shown on said Map of Old San Diego; thence southwesterly along the center line of said Wallace Street a distance of 48.00 feet to a point; thence northwesterly on a direct line parallel with the southeasterly prolongation of the northeasterly line of said Lot 4, a distance of 37.5 feet to an intersection with the southeasterly line of said Block 410; thence northwesterly on a direct line, a distance of 251.63 feet, more or less, to a point on the northwesterly line of said Lot 4 distant thereon 75.00 feet southwesterly from the most northerly corner of said Lot 4; thence northwesterly on a direct line parallel with the northeasterly line of said Lot 1, a distance of 25.00 feet to a point; thence northeasterly on a direct line parallel with the southeasterly line of said Lot 1, a distance of 75.00 feet to the point of commencement;

PARCEL 4: Lots 1, 2, 3 and 4, in Block 411, of Old San Diego, according to the Map thereof made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 40, in the office of the County Recorder of said County of San Diego; including the northeasterly half of Sunset Street (formerly Johnson Street) vacated and closed to public use October 10, 1939, by Resolution No. 70113 of the Council of said City of San Diego, adjoining said Block on the southwest. Also, the southwesterly half of Whitman Street (formerly Webster Street) adjoining said Block on the northeast. Also, the southeasterly half of Taylor Street, adjoining said Block and the adjacent halves of the aforesaid Whitman Street and Sunset Street on the northwest. Also, the northwesterly half of Wallace Street (formerly Washington Street) adjoining said Block and the adjacent halves of the aforesaid Whitman Street and Sunset Street on the southeast. (The northwesterly 25 feet of said Wallace Street having been vacated and closed to public use October 10, 1939, by Resolution No. 70113 of said Council).

PARCEL 5: Lots 1, 2, 3 and 4, Block 425, and Lots 1 and 4, Block 424, of Old San Diego, according to the Map thereof made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 40, in the office of the County Recorder of said San Diego County.

ALSO, all of Sunset Street (formerly Boyd Street) from the northwesterly line of Mason Street (formerly San Diego Street) to the southeasterly line of Wallace Street (formerly Washington Street) vacated and closed to public use October 10, 1939, by Resolution No. 70113 of the Council of said City.

ALSO, the northeasterly half of Juan Street from the center line of said Mason Street to the center line of said Wallace Street (formerly Washington Street) as shown on said Pascoe Map.

ALSO, the southeasterly half of Wallace Street (formerly Washington Street) as shown on said Pascoe Map, adjoining all of the above described property on the northwest. Also, the northwesterly half of Mason Street (formerly San Diego Street) adjoining all of the above described property on the southeast.

PARCEL 6: Those portions of Lots 2 and 3, Block 424, of Old San Diego, according to the Map thereof made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 40, in the office of the County Recorder of said County of San Diego, lying southwesterly from the northeasterly line of Jackson Street described as Parcel 1 in deed of easement granted by George W. Marston and wife to The City of San Diego, dated August 12, 1937, recorded in Book 686, page 428 of Official Records of the office of said County Recorder.

ALSO, the southeasterly half of Wallace Street (formerly Washington Street as shown on said Map) adjoining the above described property on the northwest.

ALSO, the northwesterly half of Mason Street (formerly San Diego Street) adjoining the above described property on the Southeast.
for the term of five (5) years, beginning on the 1st day of March, 1947, and ending at midnight on the last day of February, 1952.

(2) **RENT.** The Lessee shall pay to the City, at the office of the City Treasurer, on or before the 15th day of each calendar month during the term, a sum equal to eight per cent (8%) of the Lessee's gross receipts from all use of and/or activities conducted upon the leased premises during the previous calendar month, or the sum of One Hundred Fifty Dollars (\$150.00) per month, whichever shall be the greater amount. In computing gross monthly receipts, the following shall be excluded: all sums collected as State and/or City Sales Taxes, all sums received in payment of the price of golf lessons; and, in the event that the Lessee shall install at his own expense an eighteen-hole putting green on a portion of the leased premises, receipts from the operation of said eighteen-hole putting green shall also be excluded during the first two (2) years after the date said putting green is placed in use.

(3) **OPERATION.** The Lessee shall operate and maintain the leased premises as an eighteen-hole "pitch and putt" public golf course, with Driving Range and Pro Shop. He shall also have the right to provide golf lessons and to sell foodstuffs, soft drinks and tobacco, all at prices approved by the City Manager. Upon first securing the written consent of the City Manager, the Lessee may furnish other services in addition to those herein mentioned, upon such terms and conditions as shall be approved by the City Manager. The City shall not provide any services to the public at this location, either by itself or by any agent or concessionaire, which are being furnished by the Lessee on the leased premises under the terms of this lease. The Lessee shall furnish such services to the public diligently and in a creditable manner, and in conformity to all applicable laws and the regulations of the City. He shall, at his own expense, install suitable equipment and a reasonable stock of all necessary supplies, and secure all licenses and permits which may be required.

(4) **MAINTENANCE.** The Lessee, at his own expense, shall provide all operating personnel, and necessary labor, tools, supplies and equipment for all maintenance and repairs of fairways, greens, trees and shrubs, landscaping, buildings, fixtures, and other property or equipment on the premises, and shall maintain the premises in all respects to the satisfaction of the City Manager. The Lessee shall, at his own expense, furnish and pay for all utilities needed on the leased premises, such as water, electricity and gas.

(5) **RECORDS.** The Lessee shall keep complete and accurate books of account, showing all financial transactions had by him in connection with the leased premises, which books shall be kept in manner and form to the satisfaction of the City Auditor and Comptroller.

The City Auditor and Comptroller, in person or by deputy, shall have the right to examine and make copies of any and all of said books and records, at all reasonable times. At the time each month's rent is paid, the Lessee shall deliver to the City Treasurer a written statement, showing the gross receipts from all use of and all activities conducted upon the leased premises during the preceding calendar month (except such receipts as are excluded, under the provisions of paragraph (2) hereinabove).

(6) ALTERATION OF PREMISES. All improvements, alterations, repairs, installations and/or construction in or on the leased premises shall be subject to the written approval of the City Manager, which shall be secured in advance as to all except emergency repairs. Improvements, of a permanent nature shall become the property of the City upon the termination of this lease; however, the Lessee may remove all equipment and fixtures installed by him, even though these be bolted, screwed, nailed, or otherwise fastened to the premises. The Lessee may not remove any water distribution system installed by him, and the same shall become the property of the City, except that the Lessee may remove any sprinkler heads installed by him.

(7) FIRE OR OTHER DAMAGE. The Lessee agrees that, upon the termination of this lease, he will promptly vacate and surrender the leased premises, and leave them in good and clean condition, ordinary wear and tear and damage by fire, the elements or Act of God excepted. In the event that any property, building or structure upon the leased premises shall 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, and on written notice to the Lessee, may cancel and terminate this agreement, so far as it applies to the operation of the building, structure, or other property so damaged or destroyed. If, however, such property be damaged or destroyed, whether by fire or otherwise, as the result of some act or omission on the part of the Lessee, the Lessee, shall, at his own expense, repair or replace the property so damaged or destroyed; and upon the Lessee's failure to so repair or replace such property, within a reasonable time after such damage or destruction as the result of some act or omission on the part of the Lessee, the City may repair or replace such damaged or destroyed property at the expense of the Lessee.

(8) INSURANCE. The Lessee shall, at his own expense, secure the following policies of insurance, written by companies authorized to do business in the State of California and satisfactory to the City Manager. These insurance policies shall be kept in force throughout the period of this lease; and in the event that such policies, or either of them be cancelled, or that the company or companies which have written such policy or policies shall cease to be financially responsible to the satisfaction of the City Manager, then, upon notice to the Lessee from the City, another policy of equal amount and written by another company satisfactory to the City Manager shall be forthwith secured by the Lessee at his own expense. Said policies of insurance are the following:

(a) A policy of Workmen's Compensation Insurance, covering all employees of the Lessee employed on or in connection with the leased premises;

(b) A policy of Public Liability Insurance, in the amounts of not less than \$15,000.00 for any one person injured and \$30,000.00 total liability, with The City of San Diego named therein as one of the insured.

(c) A policy of property damage insurance, covering liability to each person whose property may be damaged, in the amount of not less than \$1,000.00, with the City of San Diego named therein as one of the insured.

Such policies shall be deposited with the City Manager during the term of this lease.

(9) IMPAIRING FIRE INSURANCE. The Lessee shall not use or store, or permit the use or storage, on the leased premises of any substance, article or commodity in such a manner or in such amount as to impair or render unenforceable any fire insurance upon any building or structure on the leased premises.

(10) DEFAULTS. Time is of the essence of all of the terms, conditions and provisions of this lease. Should any installment of rent remain unpaid for a period of five days after it becomes due, or should the lessee fail to fully perform any of the other terms, conditions or provisions of this lease in the manner herein specified, and such failure continues for ten days after written notice to the Lessee of such default (other than a default in payment of rent), then in either of such events, the City may, at its option, at any time after the expiration of the respective period of time and before such default is completely cured, re-enter and take possession of the leased premises and each and every part thereof, and remove all persons and property therefrom, and terminate this lease and all right of the Lessee thereunder; or, upon default in the payment of rent for a period of five (5) days after it becomes due, the City may at its option enter the premises and take full possession and control thereof and operate the same as the agent and for the account of the Lessee, applying all income derived from the operation of the premises, 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. Rent is payable on the days specified in paragraph (2) hereinabove, without notice, and no notice of default is required in the event of any failure to pay rent when due. In addition to any remedies specified herein, the City shall also have all other remedies provided by the laws of the State of California.

If at any time during the term of this lease or of any extension or renewal thereof any court of competent jurisdiction shall appoint a receiver to take possession of the leased premises or of any property of the Lessee used in connection therewith, or if the Lessee shall make an assignment for the benefit of creditors, or if the Lessee shall be adjudicated a bankrupt or shall file a petition in bankruptcy, then this lease and all rights of the Lessee thereunder shall immediately cease and terminate, and the City shall have the right to re-enter the premises at any time thereafter, with or without legal process, and with or without the use of force for that purpose, and to hold and to keep the possession of the leased premises, without any liability for damages.

(11) THE CITY NOT LIABLE. Nothing in this 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 any relation of partnership or joint adventure.

The City shall not be liable for any loss or damage resulting from any act or neglect of its employees, patrons of the activities conducted upon the leased premises, or any public agency, board, bureau or officer. The City shall not be liable for any damages resulting from closing of the area in which the leased premises are situated to recreational activities, nor the making or enforcement by any public agency or government of any rules or restrictions applicable to the leased premises and/or to activities conducted thereon; nor for any damages or losses resulting from fire, theft, weather conditions, Acts of God, war, riots or civil commotions.

(12) COMPLIANCE WITH LAWS. The Lessee shall operate the leased premise and all activities conducted thereon in such manner as to comply with all applicable Federal, State and municipal laws, ordinances and regulations, and shall secure at his own expense, any licenses or permits which may be required.

(13) CONDITION OF THE PREMISES. The Lessee agrees that no representation as to the condition of the premises has been made by the City, and that he has made a thorough in-

spection of the premises and relies wholly on his own inspection thereof, and agrees to accept the premises in the condition existing at the date hereof.

(14) DISPUTES. All disputes as to what is required of the lessee under the terms of this lease, and all disputes as to the manner or extent to which the Lessee has complied or should comply with such requirements, shall be referred to the City Manager of the City, and his decision thereon shall be final.

(15) EMPLOYEES. The interest of the City is not limited to the mere collection of rent, but it is also interested in seeing that the most satisfactory service is furnished to the public. Employees of the Lessee, in connection with the leased premises and activities conducted thereon, must be satisfactory to the City; and upon demand of the City Manager, the Lessee shall discharge any employee who is not satisfactory to the City Manager.

(16) MUNICIPAL OPERATION. For the purpose of operation of the premises as a municipally operated golf course, or to convert the premises to some other use, the City may terminate the lease, or any extension or renewal thereof, on one year's notice in writing to the Lessee; and in such event, the Lessee hereby waives any claim for damages which might result from such termination.

(17) ASSIGNMENT OR SUB-LETTING. The Lessee may not assign or sublet the leased premises nor this lease or any of his rights thereunder without first securing the written consent of the City Manager, and then only to the extent expressly so authorized by the City Manager. Consent to any such assignment or subletting shall not be deemed consent to any subsequent or further assignment or subletting, nor a waiver of the requirements of this paragraph.

(18) RENEWAL. The Lessee may renew this lease, upon all the terms and conditions herein contained, for one additional term of five (5) years, by giving written notice of his election so to do to the City Manager not more than six (6) months, and not less than one (1) month, prior to the expiration of the term of this lease.

(19) REMOVAL OF LESSEE'S PROPERTY. Within four (4) weeks after the termination of this lease, or of any extension or renewal thereof, the Lessee shall remove from the leased premises all his personal property and any fixtures which he may be entitled to remove; and any such property or fixtures not removed within said period of four weeks shall be deemed to be abandoned to the City, and the City is hereby authorized to dispose of said property and/or fixtures so abandoned by the Lessee in any manner whatsoever, without incurring any liability therefor.

IN WITNESS WHEREOF, The Lessee has hereunto set his hand, and The City of San Diego has executed this lease by its City Manager, under the authorization so to do contained in Resolution No. 85302, adopted by its Council on the 25th day of February, 1947, this 28th day of February, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager.

AL ABREGO
Lessee.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 5th day of March 1947.

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 Agreement with Al Abrego for land in Old San Diego for use as a Golf Course; being Document No. 370503.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schinner Deputy

OPERATION AGREEMENT
RIVERLAWN AND LOMA LINDA PARK HOUSING PROJECT

THIS AGREEMENT entered into this 27th day of Feb., 1947, for and in consideration of mutual benefits, by and between THE CITY OF SAN DIEGO, hereinafter called the "City," and the SAN DIEGO STATE COLLEGE FOUNDATION, hereinafter called the "College," WITNESSETH:

THAT WHEREAS, the City has entered into a contract with the Federal Public Housing Authority for the operation of a 400-unit housing project constructed for student veterans attending the College; and

WHEREAS, the City desires the College to manage and operate the housing project, the parties to this agreement do mutually agree as follows:

(1) The term of this agreement shall run concurrently with the term of the agreement the City has with the Federal Public Housing Authority, dated June 26, 1946, and filed in the office of the City Clerk of The City of San Diego as Document No. 363323, unless sooner terminated by either party upon thirty days' written notice to the other party.

(2) The housing project consists of 256 family units constructed adjacent to Camino del Rio on the site known as Riverlawn; and 144 family units constructed adjacent to Midway Drive on the site known as Loma Linda Park.

(3) The College agrees to manage and operate the project in an efficient manner and to abide by all rules now or hereinafter promulgated by the Federal Public Housing Authority governing the operation of housing projects of the type covered by this agreement.

(4) The College shall not, without the written consent of the City, admit to occupancy in any dwelling accommodation provided under this agreement any person other than a student veteran attending the College and his immediate family, except such management employees whose continued presence at the project site is necessary for proper management or operation thereof, and not more than five per cent (5%) non-veteran members of the College faculty in accordance with the National Housing Administration directive authorized by P. L. 697.

(5) The rents to be charged shall conform to the schedule set forth in the Project Management Plan prepared by the City and approved by the FPHA.

(6) The College shall maintain a current inventory of all real and personal property owned by the City and/or the FPHA and controlled by the College under the terms of this agreement.

(7) The College shall deposit, before the close of business on the first day following receipt thereof, in a bank approved by the City, all rents and revenues collected by the College 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 the City. The College 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 armoured car service or by bonded employees, unless other arrangements are approved in writing by the City. All persons responsible for the handling or disbursement of funds shall be appropriately covered by fidelity bonds.

(8) The College shall establish and maintain complete and separate books and records of account 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 agreement. 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 the College shall furnish the FPFA and the City 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 twenty (20) days after the close of each calendar month, and the report of admissions, occupancy, and characteristics of project tenants shall be furnished within ten (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 City with the provisions of the contract between the City and FPFA.

All books and records kept by the College in conjunction with the operation of the housing project shall be subject to examination and review at any time during business hours by authorized representatives of the City or the FPFA.

(9) The College shall at all times operate the housing project in a manner satisfactory to the City. All disputes and questions of policy arising out of the operation of the project shall be referred to the City Manager and his decision shall be final. Failure to cure any breach of this agreement after ten (10) days' written notice has been given by the City to the College shall be cause for termination of this agreement. The College hereby waives all claim to damages that may accrue as the result of such termination.

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 San Diego State College Foundation has caused this agreement to be executed 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.

SAN DIEGO STATE COLLEGE FOUNDATION

By J. W. AULT

I hereby approve the form and legality of the foregoing Agreement this 27 day of February, 1947.

J. F. DuPAUL

City Attorney.

By MOREY LEVENSON

Ass't. City Attorney.

Resolution 85301.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Operation Agreement with San Diego State College Foundation for Riverlawn and Loma Linda Park Housing Project; being Document No. 370505.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as request so to do by the City Council, and

WHEREAS, Richfield Oil Corporation is the owner of Lot 13, Block 8, of El Cerrito Heights.

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of February, by 47 Richfield Oil Corporation. We will, for and in consideration of the permission granted to remove 15 feet of curbing on El Cajon Blvd. between 58th and 59th adjacent to the above described property, bind us to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

RICHFIELD OIL CORPORATION (SEAL)

By W. T. DINKINS, Vice President

Attest: CLEVE B. BONNER, Secretary

CORPORATION ACKNOWLEDGMENT

STATE OF CALIFORNIA) ss.
COUNTY OF LOS ANGELES)

On this day February 20, A.D. Nineteen Hundred and Forty Seven, before me E. S. PALMATIER, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. T. DINKINS vice and CLEVE B. BONNER, 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

OFFICIAL SEAL

E. S. PALMATIER

Notary Public in and for the County of Los Angeles,
State of California.

My Commission Expires May 7, 1947.

I hereby approve the form of the foregoing Agreement this 5th day of March 1947.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK
Deputy City Attorney.

RECORDED MAR 12 1947 40 MIN PAST 11 AM. IN BOOK 2317 AT PAGE 458 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
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 Richfield Oil Company to City of San Diego; being Document No. 370509.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener 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, BEATRICE V. GILLIS is the owner of Lot #5, Block 9, of Valencia Park Unit #1 NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of February, 1947, by BEATRICE V. GILLIS: I will for, and in consideration of the permission granted to remove 18' feet of curbing on Santa Maria between San Jacinto and Trinidad Way 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 times 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 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.

MRS. BEATRICE V GILLIS
2611 Island Ave.--San Diego, Calif.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 21st day of February, 1947, A.D. Nineteen Hundred and Forty-seven before me Fred Miller, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Beatrice V. Gillis known to me to be the person described in and whose name _____ subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in National City, County of San Diego, State of California, the day and year in this certificate first above written.
(SEAL)

FRED MILLER
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 5th day of March, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 12 1947 40 MIN PAST 11 AM. IN BOOK 2317 AT PAGE 456 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
V. 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 Beatrice V. Gillis to City of San Diego; being Document No. 370510.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

EXTENSION OF LEASE

WHEREAS, The City of San Diego, as Lessee, and Fred A. Peterson, as Lessor, have heretofore on or about the 7th day of January, 1946, entered into a written lease of the real property hereinafter described, which lease is on file in the office of the City Clerk of said City of San Diego under Document No. 358498; and

WHEREAS, it is the mutual desire of said parties to extend the said lease for a period of one year, commencing upon the first day of January, 1947, and ending on the 31st day of December, 1947, at a rental of Sixty dollars (\$60.00) per month, payable in advance upon the first day of each calendar month, and upon all the terms and conditions which are contained in said written lease, Document No. 358498; NOW, THEREFORE,

IT IS HEREBY AGREED by and between said FRED A. PETERSON, as Lessor, and THE CITY OF SAN DIEGO, as Lessee, that the said Lease is hereby extended and continued in force for the period of one year, beginning on the first day of January, 1947, and expiring on the 31st day of December, 1947, upon all the same terms and conditions which are found in said lease in writing, being Document No. 358498, and that The City of San Diego will pay to said Fred A. Peterson the rental of said property, in the amount of Sixty Dollars (\$60.00) per month, payable monthly in advance upon the first day of each calendar month during the term of this extension, at the time and in the manner specified in said written lease; and in all

other respects, all of the terms and conditions of said written lease shall be and remain in force during the term of this extension thereof.

The real property covered by this written lease and this extension thereof is situated in the City of San Diego, County of San Diego, State of California, and particularly described as Lot G, Block 53, of New San Diego.

This lease cannot be assigned nor sublet to anyone without the written consent of the lessor.

IN WITNESS WHEREOF, this extension of 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. 85240 of the Council authorizing such execution, and said Lessee has hereunto subscribed his name, this 3rd day of March, 1947.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

FRED A. PETERSEN
Lessor

I HEREBY APPROVE the form and legality of the foregoing Extension of Lease this 5th day of March, 1947.

J. F. DuPAUL, City Attorney.
By B. L. COMPARET
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Extension of Lease with Fred A. Peterson on Lot G, Block 53, New San Diego; being Document No. 370511.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of February, 1947, 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 J. W. and L. K. SAWYER, 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 Administration Building; and

WHEREAS, J. W. and L. K. Sawyer own and operate Sawyer's, at 2465 Ingraham Street, Crown Point District of the City of San Diego, the location of said business being suitable for the collection of water bills, and said J. W. and L. K. Sawyer are willing to act as collectors for the City in collecting 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 contract with J. W. and L. K. Sawyer, ~~an~~ independent contractors, to collect and receive payment of City water bills on behalf of the City and to issue receipts for such payments thereof.

The party of the second part agrees faithfully to perform the duties of collecting payments on said water bills and to account for all money collected to the Treasurer of the City, turning all money 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 service, 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 30th day of June, 1947.

IN WITNESS WHEREOF, this contract is executed by the City, acting by and through the City Manager of said City, pursuant to and under Resolution No. 85300 of the Council authorizing such execution, and the party of the second part has caused this instrument to be executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

J. W. SAWYER - L. K. SAWYER
Party of the Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 20 day of February, 1947.

J. F. DuPAUL, City Attorney,
By EDWARD H LAW
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with J. W. and L. K. Sawyer for Collecting City Water Bills; being Document No. 370528.

FRED W. SICK
City Clerk of The City of San Diego, California
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, Vincent Guglielmetti, a single man, the owner of the land over which said right-of-way is granted, has granted to THE CITY OF SAN DIEGO a certain right-of-way for the purpose of installation, maintenance, use and repair of certain sewer pipes within said right-of-way, and which right-of-way is located and described as follows:

That portion of Lot 45, Partition of Rancho Mission of San Diego, according to the map thereof No. 330, filed in the office of the Recorder of said County of San Diego lying within a strip of land 12.00 feet in width, 6.00 feet on each side of the following described center line:

Beginning at the northwesterly corner of said Lot 45; thence southerly along the westerly line of said Lot a distance of 426.23 feet to a point; thence northeasterly in a direct line, making an angle of 103° 25' to the left from said westerly line, a distance of 240.60 feet more or less to a point on the westerly line of that certain tract or parcel of land deeded to Vincent Guglielmetti, recorded in Deed Book 1447 at page 280 of deeds in the office of the Recorder of said County of San Diego, THE TRUE POINT OF BEGINNING; thence continuing northeasterly along the northeasterly prolongation of the last described line a distance of 168.81 feet more or less to an angle point; thence easterly in a direct line, making an angle of 21° 19' to the right from said last described line, a distance of 2.90 feet to a point on the easterly line of said Lot 45 distant thereon 468.65 feet northerly from the northerly line of Camino del Rio, as said Camino del Rio is located and established as of the date of this instrument.

The side lines of said above described easement shall be prolonged or shortened so as to terminate in the westerly line of said land conveyed to Vincent Guglielmetti and in the easterly line of said Lot 45.

For the consideration named above, it is understood and agreed that the grantee herein, or its legal representatives, shall have the privilege and right of temporary use of the lands 25 feet on each side of said above described center line for the uses and purposes of construction of the main sewer line hereby contemplated. This privilege and right to be in force and continue during construction of the sewer and to cease and terminate with completion of the contract therefor.

AND WHEREAS, the said owner may have crops growing upon the surface of the said right-of-way at the time when said sewer pipe is first installed, and such growing crops may be damaged or destroyed by The City of San Diego in the course of said installation of said sewer pipe; NOW, THEREFORE,

IT IS HEREBY AGREED, in consideration of the said grant of said right of way, that if said owner shall have crops growing on the surface of said right-of-way at the time of the installation of said sewer pipe line or lines, and if The City of San Diego shall cause damage or destruction of said crops in the course of said installation of said sewer line or lines, The City of San Diego will pay to said owner, within thirty (30) days after completion of installation of said sewer line or lines within the said right-of-way, the value of the said crops so damaged or destroyed.

In the event that The City of San Diego and said owner shall be unable to agree upon the value of said crops so damaged, or destroyed, then The City of San Diego shall appoint one arbitrator, the said owner shall appoint one arbitrator, and the two arbitrators shall appoint a third arbitrator; and if said two arbitrators cannot agree upon a third person to be appointed as arbitrator, then the third arbitrator shall be appointed by the Judge of the Presiding Department of the Superior Court of the State of California, in and for the County of San Diego. The said arbitrators shall determine the value of said crops so damaged or destroyed, and the decision of a majority of said arbitrators as to said value of said crops shall be binding and conclusive upon both parties hereto. In the event that the value of said crops is determined by arbitration, as herein provided, then The City of San Diego shall pay to said Owner the value of said crops so damaged or destroyed, as so determined by said arbitrators, within thirty (30) after said arbitrators file with the City Clerk of said City a written statement of their decision, signed and acknowledged by not less than two of said arbitrators.

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. _____ of the Council authorizing such execution, and said Owner has hereunto subscribed his name this 26th day of February 1947.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

VINCENT GUGLIELMETTI
Owner

I HEREBY APPROVE the form and legality of the foregoing Agreement this 26th day of February, 1947.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Vincent Guglielmetti relative to payment for crop damage during construction of Mission Valley Sewer Line; being Document No. 370548.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

Contract No. 14204

A G R E E M E N T

THIS AGREEMENT, entered into as of this 3rd day of February, 1947, by the UNITED STATES OF AMERICA (hereinafter called "the Government"), represented by the CHIEF OF THE BUREAU OF YARDS AND DOCKS, NAVY DEPARTMENT, and the CITY OF SAN DIEGO, CALIFORNIA (hereinafter called "the Claimant"), a municipal corporation organized and existing under and by virtue of the laws of the State of California.

WITNESSETH THAT:

WHEREAS, pursuant to Section 17 of the Contract Settlement Act of 1944 (hereinafter called the "Act"), and the regulations of the Office of Contract Settlement and the directives of the Secretary of the Navy issued thereunder, the Claimant has presented to the Chief of the Bureau of Yards and Docks, Navy Department, a claim dated December 13, 1946, seeking payment in the amount of \$840,850.33, representing fair compensation for the use of a tract of 91.85 acres of land more or less with improvements thereon, held in trust by the Claimant for the people of the City of San Diego, California, to be used solely and exclusively for park purposes, known as Balboa Park, Camp Kidd, Unit 4, Unit 5, Indian Village, and Spanish Village, of the City of San Diego, California, as shown on the map attached hereto and made a part hereof and designated as Exhibit "A" (hereinafter called "The premises"), described in said claim and therein alleged to be the restoration costs of the premises furnished to the United States Government for the prosecution of the war, without formal contract or lease, relying in good faith upon an oral agreement with the Navy Department, that the premises would be restored after use by the Navy Department in furtherance of the war effort; and

WHEREAS, pursuant to said Act, regulations and directives, it has been administratively determined that said Claimant is entitled to the restoration costs of the premises as a measure of fair compensation for the furnishing of the premises to the United States Government for the prosecution of the war; that although the Claimant furnished the premises without a formal contract, it did so relying in good faith on the oral agreement with the officers and agents of the Navy Department, that the premises would be restored to the condition in which they were when furnished; that the facts justified relief under the Act and that such relief may be legally granted; that the Claimant may be legally paid compensation for the premises described in said claim; and that fair compensation for the use of said premises from on or about December 10, 1944 to on or about October 1, 1946 being the sum of \$840,850.33 less property disposal credits in the amount of \$50,000.00.

WHEREAS, the Claimant has certified, and by the execution of this agreement does certify, that no compensation has been received by the Claimant for the use of the aforesaid premises and that no other claim for all or any part of the expenses described in said claim have been or are being submitted to the Navy Department or any Government or war contractor; and

WHEREAS, the parties hereto agree that the amount of \$50,000.00 shall be allowed the Government as disposal credits to be deducted from the amount of \$840,850.33.

WHEREAS, the parties hereto are willing to settle said claim for the sum of \$840,850.33 less property disposal credits in the amount of \$50,000.00.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1.- The Claimant as of October 1, 1946, assumes full custody and possession of the premises, and the Government surrenders said premises effective as of October 1, 1946.

ARTICLE 2.- The Government hereby transfers, sells, and conveys to the Claimant any and all of its rights, titles, and interests, it may have in the improvements, alterations, and additions to the premises as part of the consideration for this agreement.

ARTICLE 3.- (a) The Claimant in consideration of the payment of the sum of \$790,850.33 plus disposal credits in the amount of \$50,000.00, does hereby accept and assume full responsibility for the premises effective October 1, 1946, and does hereby accept the surrender of said premises effective October 1, 1946, and hereby remises, releases and forever discharges the Government, its officers, agents, and employees of and from any and all actions, damages, liability, and claims against the Government, its officers, and agents, which the Claimant now has or ever will have for compensation for the use and occupation of said premises and any claim for the restoration of said premises or by reason of any other matter, cause, or action, whatsoever arising out of the use and occupation of the premises.

(b) Upon execution of this agreement, the Government agrees to pay the Claimant upon presentation of properly certified vouchers, the sum of \$790,850.33; being the sum of \$840,850.33 less property disposal credits in the amount of \$50,000.00. Said sum of \$790,850.33 includes no interest and the Claimant expressly waives all claims there-to by execution of this agreement.

(c) Upon payment of said sum of \$790,850.33, all rights of the Claimant against the Government, its officers, agents, and employees for the use and occupation of the premises, are hereby forever released and discharged and all rights of the parties shall cease forthwith and be forever released.

ARTICLE 4.- 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 might arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE 5.- The Claimant warrants that it has not employed any person to solicit or secure this agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this agreement, or, in its discretion to deduct from the compensation payable under this agreement the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commission payable by the Claimant upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Claimant for the purpose of securing business.

ARTICLE 6.- Neither this agreement or any interest therein, or any claim arising hereunder, shall be transferred by the Claimant to any party or parties.

ARTICLE 7.- For Navy accounting purposes, it is hereby provided that said payment shall be chargeable to appropriation number 177803-10005.

ARTICLE 8.- This agreement is made pursuant to the provisions of Section 17 of the Contract Settlement Act of 1944.

The Central Navy Disbursing Office, Bureau of Supplies and Accounts has been designated as the disbursing office under such contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By R O MEADE

Civil Engineer Corps, U.S.N. for
the Chief of the Bureau of Yards
and Docks, Navy Department.

THE CITY OF SAN DIEGO, CALIFORNIA

By F. A. RHODES

City Manager

(City Seal)

ATTEST:

FRED W. SICK

City Clerk of the City of San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between The United States of America and The City of San Diego, California, Contract Noy-14204; being Document No. 370551.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schreiner 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, Wm. M. Brooks, Vital E. Haynes and Wm. D. Kunkel, a Partnership, is the owner

of Lot 13 and 14, Block 222, of Pacific Beach-San Diego County-State of California.

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of March, by Vital E. Haynes, Partner, it will, for and in consideration of the permission granted to remove 20 feet of curbing on Garnet between Daws and Evert 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 said partnership heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

WM. M. BROOKS, VITAL E. HAYNES & WM. D. KUNKE L, A PARTNERSHIP
VITAL E HAYNES
Partner.
910 Prospect Street,
LA JOLLA - CALIFORNIA

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 4th day of March, A.D. Nineteen Hundred and forty-seven before me Mary L. Thomas, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Vital E. HAYNES known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego at La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) MARY L. THOMAS
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires July 1, 1950.

I hereby approve the form of the foregoing agreement this 7th day of March, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 12 1947 40 MIN PAST 11 AM. IN BOOK 2317 AT PAGE 450 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.

Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

V. 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 Wm. M. Brooks, et al - on Garnet St. to City of San Diego; being Document No. 370586.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schreiner Deputy

LEASE

THIS AGREEMENT, made and entered into this 24th day of March, 1947, 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 JACK C. WEST, 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, to-wit:

The property and improvements located on Lot 12, Block 10, Gardner's Addition, numbered 1267 Eighteenth Street, San Diego, California.

For a term of one (1) year, beginning on the 1st day of March, 1947, and ending on the 28th day of February, 1948, at the following rentals: Forty and no/100 Dollars (\$40.00) per month payable in advance at the office of the Lessor monthly during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for dwelling purposes only, and for no other purpose or purposes.

Second. That his lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 3184 (New Series) and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and

agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving thirty (30) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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 shall pay, promptly when due, for all public utility services and commodities which he may cause to be furnished or delivered to the leased premises.

Eleventh. Any repairs needed or desired by the Lessee shall be made by the lessee at his own expense, but no alterations of the premises may be made without first securing the written consent of the City Manager.

Twelfth. 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 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. 85441 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

JACK C. WEST
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 21st day of March 1947.

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 Jack C. West property at 1267-78th St.; being Document No. 370614.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 24 day of February, 1947, 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 COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS, 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, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description (As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
PACIFIC BEACH SUB:				
South 20 feet of				
North 185 feet of				
West 164.9 feet of				
East 1/2 of South 1/2				
of acre Lot 48,	6/29/36	5795	11/12/46	569-A
NORDICA HEIGHTS NO. 2:	6/29/32	52037	7/1/37	4052
Lot 25, Block 10,				

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 his 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 purchase 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 Feb. 24, 1947 (As of date of Execution of Agreement)	2nd Payment Feb. 24, 1948 (Anniversary Date of Agreement)	3rd Payment Feb. 24, 1949 (2nd Anniver- sary Date of Agreement)	Final Payment (Upon Exercise of Option)
PACIFIC BEACH SUB: South 20 feet of North 185 feet of West 164.9 feet of East 1/2 of South 1/2 of Acre Lot 48	\$1.00	\$1.00	\$1.00	\$5.00
NORDICA HEIGHTS NO.2 Lot 25, Block 10,	\$1.00	\$1.00	\$1.00	\$10.00

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; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

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 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 valuation 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 is given to 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 24 day of February, 1947, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolutions No. 84316 and No. 84680, adopted October 8, 1946 and November 26, 1946, respectively the day and year in this agreement first above written.

(SEAL)
ATTEST:
J. B. McLees, County Clerk
and Ex-officio Clerk of the
Board of Supervisors

THE COUNTY OF SAN DIEGO, STATE OF
CALIFORNIA,
By DeGRAFF AUSTIN
Chairman, Board of Supervisors.

By J. MILLER
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, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated Feb 18 1947.

SAM A. CLAGGETT
Tax Collector of the County of
San Diego, State of California.

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.

Dated March 5th, 1947.

Thos. H. Kuchel, Controller of
the State of California
By BERT FOSTER
Deputy (SEAL)

Approved as to form
Date 2/19, 1947.
JAMES DON KELLER, 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.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Option to Purchase Tax Deeded Land in Pacific Beach Subdivision and Nordica Heights No. 2;
being Document No. 370622.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT South 80' of Lots 21 to 24 BLOCK 222 SUBDIVISION Pacific
Beach
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Hornblend Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Dawes AND Evert
TOTAL AMOUNT TO BE PAID One hundred and no/100 DOLLARS. (\$100.00)
NO. OF EQUAL INSTALLMENTS 10 AMOUNT OF EACH 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 INSTALLA-
TION 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 CONSIDER-
ATION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HERE-
IN, 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 MEN-
TIONED 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 RUTH E. KELSO

ADDRESS 1170 Hornblend - 9

APPROVED AS TO FORM
J. F. DuPAUL
CITY ATTORNEY.
BY J. H. McKINNEY
DEPUTY CITY ATTORNEY

DATE February 21, 1947

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

ON THIS 21st DAY OF February, A.D. NINETEEN HUNDRED AND 47 BEFORE ME, A NOTARY PUBLIC
IN AND FOR SAID COUNTY, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED
Ruth E. Kelso 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.

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
2/21/47	10.00	2/21/47	#4237
3/15/47	10.00	3/8/47	4292
4/15/47	10.00		
5/15/47	10.00		
6/15/47	10.00		
7/15/47	10.00		
8/15/47	10.00		
9/15/47	10.00		
10/15/47	10.00		
11/15/47	10.00		

RECORDED MAR 14 1947 40 MIN PAST 9 AM. IN BOOK 2365 AT PAGE 113 OF OFFICIAL RECORDS OF SAN
DIEGO CO., CAL.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy GLEN L STRAW
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
Payment for installation of Water Main Agreement from Ruth E. Kelso to City of San Diego;
being Document No. 370668.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: LOT 5 & 6 BLOCK 1 SUBDIVISION Alhambra Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Dawson Street
WATER MAIN HAS BEEN INSTALLED BETWEEN El Cajon AND Monroe
TOTAL AMOUNT TO BE PAID Fifty and no/100 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

OWNER'S SIGNATURE LEONA ANCONA
ADDRESS 4465 Dawson Street

APPROVED AS TO FORM:
J. F. DuPAUL
CITY ATTORNEY

BY J. H. McKINNEY
DEPUTY CITY ATTORNEY

DATE February 25, 1947

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) SS.

ON THIS 25th DAY OF February, A.D. NINETEEN HUNDRED AND forty-seven BEFORE ME Clark M. Foote Jr., A NOTARY PUBLIC IN AND FOR SAID COUNTY, RESIDING THEREIN, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED Leona Ancona 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 Commision Expires March 16, 1947

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
2/25/47	5.00	2/25/47	#4241
3/25/47	5.00		
4/25/47	5.00		
5/25/47	5.00		
6/25/47	5.00		
7/25/47	5.00		
8/25/47	5.00		
9/25/47	5.00		
10/25/47	5.00		
11/25/47	5.00		

RECORDED MAR 14 1947 40 MIN PAST 9 AM. IN BOOK 2365 AT PAGE 101 OF OFFICIAL RECORDS, SAN DIEGO CO, CAL.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy GLEN L STRAW
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 Payment for Installation of Water Main Agreement from Leona Ancona to City of San Diego, being Document No. 370669.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY F. E. YOUNG UNDER HIS CONTRACT FOR THE CONSTRUCTION OF THE OCEAN BEACH COMMUNITY CENTER BUILDING, 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 F. E. Young under his contract for the construction of the Ocean Beach Community Center Building, in The City of San Diego, California, and which contract is dated March 5, 1946; and is on file in the office of the City Clerk of said City as Document No. 359906, as amended on June 18, 1946, which amendment is on file in the office of said City Clerk as Document No. 363116, have been performed and furnished, to the satisfaction of the City Manager on March 7th, 1947.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on January 14, 1947, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by F. E. Young. A certified copy of the resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set forth herein.

Dated at San Diego, California, this 11th day of January, 1947.

THE CITY OF SAN DIEGO
By FRED W. SICK
City Clerk.

(SEAL)

RESOLUTION NO. 85445

WHEREAS, it appears by a communication from the City Manager of The City of San Diego on file with the City Clerk of said City, that the work performed and materials furnished by F. E. Young, under his contract for the construction of the Ocean Beach Community Center Building, which contract is dated March 5, 1946, and is on file in the office of the City Clerk of said City as Document No. 359906, as amended on June 13, 1946, which amendment is on file in the office of said City Clerk as Document No. 363116, 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 of the work performed and materials furnished is recommended; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That the work performed and materials furnished by F. E. Young under his contract for the construction of the Ocean Beach Community Center Building, 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 11th day of March, 1947, by the following vote, to-wit:

YEAS--Councilmen: Crary, Wincote, Blase, Boud, Dail, Godfrey

NAYS--Councilmen: None

ABSENT--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 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. 85445 of the Council of the City of San Diego, California, as adopted by said Council Mar 11 1947

FRED W. SICK

City Clerk

(SEAL)

By FRANCES T. PATTEN

Deputy

RECORDED MAR 14 1947 40 MIN PAST 9 AM. IN BOOK 2365 AT PAGE 122 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.

Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book.

V. OSGOOD

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance - F. E. Young Contract for Ocean Beach Community Center; being Document No. 370731.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Betty J. Schriener Deputy

A G R E E M E N T

Regarding construction of a 4-unit court with a 5 ft. access court.

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO) SS.

CITY OF SAN DIEGO)

Russell H. Segel, after being first duly sworn, for himself deposes and says:

That I am the owner of the hereinafter described real property: Lot 4 (E 46.6' of the N 125') Block -- Subdivision Lemon Villa Tract, located at south side of El Cajon Blvd., 50' east of Dawson St.

THAT I desire to construct a 4-unit court and maintain a 5 ft. access court, and have applied for a variance to yard ordinance, by application No. 4516, dated February 5, 1947;

THAT I, in consideration of approval granted by the City of San Diego to construct said 4-unit court with 5ft. access court by Zoning Committee Resolution No. 2085, dated February 27, 1947; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that a usable stairway from the front entrances down to the open area at the rear will be constructed; either the 20 ft. strip at the rear will be dedicated as an alley or it will be retained in the same ownership as the above described property, and the 20 ft. strip will not be built upon;

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.

RUSSEL H. SEGEL

5225 El Cajon Blvd.

On this 10 day of March A.D. Nineteen Hundred and forty-seven, before me, Irene S. Braun A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Russel H. Segel known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 S. BRAUN
Notary Public in and for the County of San Diego,
State of California.

RECORDED MAR 20 1947 15 MIN PAST 12 AM. IN BOOK 2371 AT PAGE 69 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS
C. JOHNSON
I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Russell H. Segel re 4-unit court on south side of El Cajon Blvd. east of Dawson Street; being Document No. 370790.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 24 day of February, 1947, 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 COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS, 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,

W I T N E S S E T H

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

W HEREAS, 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, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description

(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
ABEL'S SUBDIVISION:				
Lot 33, Block 68 (Exec. M & B to U. S. A.	6/29/31	43495	7/1/36	1751
SEAMAN & CHOATE'S ADDITION:				
Lots 1 to 7, inclusive, & Und. 1/2 Lots 8 to 45, inclusive, Block 289,	6/29/31	12984	7/1/36	706
Und. 1/2 Lots 8 to 45 inclusive, Block 289,	6/29/31	12985	7/1/36	707
MONTCLAIR:				
N 1/2 Lot 2, Block I	6/29/29	70094	8/1/34	11639
Lots 1 to 3, inclusive, Block J,	6/30/30	63254	8/1/35	1993
Lot 20, Block M	6/29/31	63441	7/1/36	2491
Lot 49, Block R,	6/30/30	63333	8/1/35	1995
Lot 1, Block C,	6/28/24	12211	8/7/29	3009

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 Feb. 24 1947 (As of date of execution of Agreement)	2nd Payment Feb. 24, 1948 (Anniversary Date of Agreement)	3rd Payment Feb. 24, 1949 (2nd Anniver- sary Date of Agreement)	Final Payment (Upon Exercise of Option)
ABEL'S SUBDIVISION:				
Lot 33, Block 68 (exec. M & B to U.S.A.	\$1.00	\$1.00	\$1.00	\$10.00
SEAMAN & CHOATE'S ADDITION:				
Lots 1 to 7 inclusive, Block 289	\$1.00 ea.	\$1.00 ea.	\$1.00 ea.	\$10.00 ea.
Und. 1/2 Lots 8 to 45 inclusive, Block 289	\$.50 ea.	\$.50ea.	\$.50 ea.	\$ 5.00 ea.
Und. 1/2 Lots 8 to 45 inclusive Block 289	\$.50 ea.	\$.50 ea.	\$.50 ea.	\$ 5.00 ea.

MONTCLAIR:

N 1/2 Lot 2, Block I,	\$.50	\$.50	\$.50	\$ 5.00
Lot 1 to 3, inclusive, Block J,	\$1.00 ea.	\$1.00 ea.	\$1.00 ea.	\$10.00 ea.
Lot 20, Block M,	\$1.00	\$1.00	\$1.00	\$10.00
Lot 49, Block R,	\$1.00	\$1.00	\$1.00	\$10.00
Lot 1, Block O,	\$1.00	\$1.00	\$1.00	\$10.00

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; provided, further, that no installment payment, made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

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 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 is given to 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 24 day of February, 1947, 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. 85057, adopted January 21st, 1947, the day and year in this agreement first above written.

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

By DeGRAFF AUSTIN
Chairman, Board of Supervisors.

(SEAL)

ATTEST:

J. B. McLees, County Clerk
and Ex-Officio Clerk of the
Board of Supervisors

By J. MILLER

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, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated Feb 18 1947.

SAM A. CLAGGETT
Tax Collector of the County of
San Diego, State of California.

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.

Dated March 6th, 1947.

THOMAS H. KUCHEL
Controller of the
State of California (SEAL)
By BERT FOSTER
Deputy

Approved as to form

Date 2/19, 1947.

JAMES DON KELLER, 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.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax Deeded Lands Abel's Subdivision, Seaman & Choates Addition, and Montclair; being Document No. 370792.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL WORK

WHEREAS, The City of San Diego (hereinafter called "the City") and Franks Dredging Com-

pany (hereinafter called "the Contractor") have heretofore entered into a written contract for the dredging and filling of certain areas in Mission Bay, from Jersey Court to San Jose Place, which contract is on file in the Office of the City Clerk under Document No. 366078; and

WHEREAS, it is provided, in Paragraph 14 of the General Conditions in the Specifications annexed to said Contract, that the Engineer of the City may, at any time during the progress of the work covered by said contract, order additional work or materials not covered by the specifications; and said Engineer has found it necessary to order such additional work, in the particulars hereinafter set forth, and the Council of The City of San Diego has by Resolution No.85385 authorized said additional work, and the City Manager has approved said additional work; NOW, THEREFORE,

- IT IS HEREBY AGREED by and between the City and the Contractor, as follows:
- (1) That the Contractor shall remove and dispose of all rock, gravel and sand in that portion of Mission Bay between Gleason and El Carmel Points, and more particularly defined as located between Engineer Stations 90 and 97, lying above elevation minus eight (-8.0) feet, and as shown on the annexed Drawing No. 2.2.63.
 - (2) The Contractor shall excavate a hole or holes in the bottom of Mission Bay, of such size and depth as may be necessary, and the material so dredged shall be pumped to Area "G", but none of the material so dredged shall be allowed to flow beyond the exterior project lines of said Area "G". The rock, gravel and sand removed between Engineer Stations 90 and 97 shall be deposited in such hole or holes.
 - (3) Upon completion of the work, there shall not remain any rock, gravel or sand projecting upward above elevation minus eight (-8.0) feet, either in said area between Engineer Stations 90 and 97 or in the areas of said hole or holes where the rock, gravel and sand have been deposited.
 - (4) In consideration of the performance of the said work by the Contractor, the City will pay to the Contractor, in the manner specified in said Contract, the sum of Thirty-four Thousand Five Hundred Dollars (\$34,500.00).
 - (5) In the event that the work of removing and disposing of said rock, gravel and sand is terminated before completion thereof, the City shall not be obligated to pay the full contract price of Thirty-four Thousand Five Hundred Dollars (\$34,500.00), but only such portion thereof as is proportional to the amount of work done.

IN WITNESS WHEREOF, this Supplemental Agreement is executed by the City Manager, for and on behalf of said City, pursuant to a resolution of the Council authorizing such execution and the Contractor has caused this Supplemental Agreement to be executed by its proper officers thereunto duly authorized, this 11th day of March, 1947.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager.

FRANKS DREDGING COMPANY
By JOHN C. FRANKS
Co-partner

I Hereby approve the form of the foregoing Supplemental Agreement this 11th day of March, 1947.

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 Supplemental Agreement for Additional Work with Franks Dredging Company; being Document No. 370795.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener 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, Avery P Tradewell is the owner of Lot Lot 2 (N 1/2), Block 17, of Garner's Addition,.

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of March, by Avery P Tradewell. I will, for and in consideration of the permission granted to remove 23' feet of curbing on 16th st. between C St. and Broadway 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.

TRADEWELL INDUSTRIES
By AVERY P TRADEWELL
1529 C

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO)ss.

On this 7th day of March, A.D. Nineteen Hundred and Forty Seven before me I. C. Orr, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Avery P. Tradewell known to me to be the person described in and whose name is suscribed to the within insturment, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. C. ORR
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Nov. 3, 1949

I hereby approve the form of the foregoing agreement this 12th day of March, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney.

RECORDED MAR 20 1947 15 MIN PAST 12 PM. IN BOOK 2371 AT PAGE 71 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 H ZERVAS
C. JOHNSON
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Avery P. Tradewell to City of San Diego; being Document No. 370796.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

LEASE AND CONCESSION AGREEMENT

WHEREAS, The City of San Diego, hereinafter called the "City", is the owner of the real property situated at the northeast corner of Mission Boulevard and San Fernando Place, in said City of San Diego, and JAMES S. PETERS, hereinafter called the "Lessee", desires to lease said real property and to operate thereon an automobile parking lot; NOW, THEREFORE, IT IS HEREBY AGREED by and between the City and the Lessee, as follows:

(1) The City does hereby lease to the Lessee, from month to month, the said real property, in area and location as shown upon the attached plat (City Planning Commission's Mission Bay Improvement Drawing No. CC 4.71), being the area shown on said Plat as Parcel 4.

(2) As and for the rental of said property, the Lessee shall pay to the City monthly, on or before the 10th day of each calendar month, a sum equal to either twenty-five per cent (25%) of the gross income received by the Lessee from the parking of vehicles upon the said real property during the preceding calendar month, or Twenty-five Dollars (\$25.00) per month, whichever is the greater sum. The rental shall be paid at the office of the City Treasurer of the City, and with said payment the Lessee shall deliver to the City Treasurer a written statement, showing the gross income received by the Lessee from the parking of vehicles upon the leased premises during the preceding calendar month.

(3) The Lessee shall keep accurate and complete books of account, in form and contents satisfactory to the City Auditor and Comptroller of the City, showing accurately and in detail all transactions had by the Lessee concerning the leased premises and all uses and activities conducted thereon; and such books of account shall be open to inspection at all reasonable times by the City Auditor and Comptroller, in person or by deputy, who may also make copies of any or all of said accounts.

(4) The Lessee shall, within a reasonable time, install posts and mark the boundaries of the leased premises with a suitable fence, of design and materials approved by the City Manager. Said fence, and any other improvements and fixtures which may be placed or constructed upon the leased premises by the Lessee with the written consent of the City Manager, may be removed by the Lessee at the termination of this lease.

(5) The Lessee shall keep the premises clean and orderly at all times.

(6) No signs, posters, or other advertising matter may be placed upon the leased premises without the approval, in writing of the City Manager.

(7) The Lessee shall at all times have and keep in force policies of insurance, with the City named therein as one of the insured, against liability for personal injuries suffered by any person on the leased premises, in an amount not less than \$1000.00 for any one person so injured and not less than \$20 000.00 total liability to all persons injured in any one accident, and also against liability for damage to property, in an amount not less than \$1000.00 to any one person whose property is so damaged and not less than \$5000.00 total liability for all property damaged in any one accident. Proof that such policies have been issued and are kept in force, satisfactory to the City Manager, shall be furnished to the City Manager.

(8) The Lessee shall pay, promptly when due, for all public utility services and commodities which he may cause to be furnished or delivered to the leased premises.

(9) No phonograph, radio, loud-speaker, public address system, or other noise-making device may be installed upon or used at the leased premises without the written consent of the City Manager.

(10) The leased premises are leased to the Lessee solely for use as a parking lot for vehicles, and for no other purpose whatsoever.

(11) For the privilege of parking a vehicle upon the leased premises, the Lessee may charge not to exceed Twenty Cents (20¢) per vehicle per day; however, a vehicle which is not parked on said premises for a full day may be charged not to exceed Twenty Cents (20¢) for such fraction of a day as said vehicle is parked upon the premises.

(12) This lease may be terminated by either party upon one month's notice in writing to the other. In the event that the Lessee shall be in default in the payment of rent due hereunder, for a period of three days, the City may terminate this lease without notice of such default or of such termination, and may forthwith enter upon the leased premises and take possession thereof, and expel the Lessee and all other persons who may be in possession of or upon the leased premises, using for that purpose all force which may seem reasonably necessary. In the event that the Lessee shall be in default in any matter other than the payment of rent, and such default is not cured by the Lessee within five days after notice to him of such default, the City may terminate this lease without notice of such termination, and may forthwith enter upon the leased premises and take possession thereof, and expel the Lessee and all other persons who may be in possession of or upon the leased premises, using for that purpose all force which may seem reasonably necessary. In any event the City shall be under no liability to the Lessee for the termination of this lease or for any act done by the City in taking possession of the leased premises and expelling any person therefrom. Any notice to be given by either party to the other may be given in writing, by Registered Mail, addressed to the City Manager, at the Civic Center, San Diego, California (in case of notice to the City), or addressed to the Lessee at 5512 La Jolla Blvd.

(13) This lease may not be assigned, in whole or in part, nor may any sub-lease be made of the leased premises or any part thereof, or of any right or privilege granted the Lessee hereunder. Any attempted assignment or sub-lease is a violation hereof; and for

such cause the City may, at any time, and without notice, terminate this lease and all rights of the Lessee and any purported assignee or sub-lessee hereunder, and may forthwith enter the leased premises and take possession thereof, and expel the Lessee and all other persons who may be in possession of or upon the leased premises, without notice and using for that purpose all force which may seem reasonably necessary.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Lessee in person and the City of San Diego by its City Manager, this 31st day of March, 1947.

THE CITY OF SAN DIEGO, Lessor
By F. A. RHODES
City Manager

JAMES S PETERS
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease and Concession Agreement this 12th day of March, 1947.

J. F. DuPAUL, City Attorney,
By BL COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease and Concession Agreement with James S. Peters for operating Automobile Parking Lot to Mission Beach Amusement Center; being Document No. 370797.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as request so to do by the City Council, and

WHEREAS, Daniel O. Jones is the owner of Lot S 1/2 Lot 2, N 1/2 Lot 3, Block 17, of Gardner's.

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of March, 1947, by Daniel O. Jones. I will, for and in consideration of the permission granted to remove 25 feet of curbing on 16th between Broadway and C Street adjacent to the above described property, bind myself, to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such times as the City Council of San Diego direct 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.

DANIEL O JONES.
1046 16th St.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 7th day of March, A.D. Nineteen Hundred and Forty-seven, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Daniel O. Jones known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

W F STEIGERWALD
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires January 26, 1951

I hereby approve the form of the foregoing agreement this 12th day of March, 1947.

J. F. DuPAUL,
City Attorney
By HARRY S. CLARK
Deputy City Attorney.

RECORDED MAR 20 1947 15 MIN PAST 12 AM. IN BOOK 2371 AT PAGE 69 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

C. JOHNSON
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Daniel O. Jones to City of San Diego; being Document No. 370798.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

Regarding construction of one single family residence.
Regarding use of portion of land without street frontage as building site.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.
CITY OF SAN DIEGO)

John B. Wilson and Beatrice L. Wilson, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property: S 63' of the NE 1/4 of the E 1/2 of the N 1/2 (exc. the Wly 25') and N 82' of the SE 1/4 of the NE 1/4 of the E 1/2 of the N 1/2 (exc. the Wly 25') Subdivision Pueblo Lot 1774, located at east side of private road north of La Jolla Rancho Road & La Jolla Scenic Drive.

THAT we desire to construct one single family residence on a parcel of land 305' by 145', without street frontage but served by a 25 ft. easement and have applied for a zone variance by application No. 4567, dated February 21, 1947:

THAT we, in consideration of approval granted by the City of San Diego to use said parcel as a building site and served only by a 25 ft. easement by Zoning Committee Resolution No. 2100, dated March 13, 1947: do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that upon the City's request we will then grant a 40 ft. easement to the city, to be used for street purposes; the easement to be located across the Westerly 40 ft. of the above described property; but not excepting the Westerly 25 ft. thereof;

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

J. B. WILSON
581 San Antonio Ave.

BEATRICE L. WILSON
581 San Antonio Ave.

On this 13th day of March A.D. Nineteen Hundred and forty-seven, before me, Clark M. Foote Jr. A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. B. Wilson and Beatrice L. Wilson known to me to be the person described in and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires March 16, 1947.

RECORDED MAR 20 1947 15 MIN PAST 12 PM. IN BOOK 2371 AT PAGE 74 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL
Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

C. JOHNSON
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY THAT the above and foregoing is a full, true and correct copy of Agreement from John B. Wilson et ax re single family residence in Pueblo Lot 1774; being Document No. 370806.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy.

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, MRS. E. E. PERKINS is the owner of Lots 7 and 8 Block 14, of Bird Rock City, by the Sea.

NOW, THEREFORE, This AGREEMENT, signed and executed this 10 day of March 1947, by Mrs. E. E. Perkins. I will, for and in consideration of the permission granted to remove Lot 7-S 20' Lot 8-S 28' feet of curbing on La Jolla Blvd. between Bird Rock Avenue and Cameo de Costi adjacent to the above described property, bind her to, and she hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

MRS. E. E. PERKINS
5742 La Jolla Blvd.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 10 day of March, A.D. Nineteen Hundred and 47 before me W. B. Melhorn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. E. E. Perkins known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

W 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 13th day of March, 1947.
J. F. DuPAUL

City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 20 1947 15 MIN PAST 12PM. IN BOOK 2371 AT PAGE 62 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.
Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Mrs. E. E. Perkins to City of San Diego; being document No. 370808.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Betty J. Schreiner Deputy

UNDERTAKING FOR STREET LIGHTING.
La Jolla Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Travelers Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED NINETY-TWO and no/100 DOLLARS (\$492.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 6th day of March, 1947.

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 LA JOLLA BOULEVARD, PROSPECT STREET, PROSPECT PLACE, GIRARD AVENUE, HERSCHEL AVENUE and WALL STREET, within the limits and as particularly described in Resolution of Intention No. 84214, adopted by the Council of said City on October 1, 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.

SAN DIEGO GAS & ELECTRIC COMPANY

By A B HOLLOWAY

Principal.

Vice President in Charge of Sales

THE TRAVELERS INDEMNITY COMPANY (SEAL)

By F. S. BOWERS

Surety

Attorney-in-Fact

(SEAL)

ATTEST:

R C CAVELL

Secretary

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 6th day of March, 1947, before me personally came F. S. BOWERS to me known, who being by me duly sworn, did depose and say: the she 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 her in accordance with the By-Laws of the said Corporation, and that he signed her name thereto by like authority.

F HARRY LE BARRON

Notary Public

(SEAL)

My Commission Expires Jan. 14, 1949

I hereby approve the form of the foregoing Undertaking this 17th day of March, 1947.

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. 85181 passed and adopted on the 14th day of February, 1947, require and fix the sum of \$492.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of The City of San Diego,

By AUGUST M. WADSTROM

Deputy

CONTRACT FOR STREET LIGHTING.
La Jolla Lighting District No. 1

THIS AGREEMENT, made and entered into this 13th day of March, 1947, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform or cause to be done and performed, in a

good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of certain ornamental street lights located on or along the following streets, in the City of San Diego, California, to-wit:

LA JOLLA BOULEVARD, between the westerly prolongation of the center line of Genter Street and the southeasterly line of Prospect Street;

PROSPECT STREET, between the southwesterly line of La Jolla Boulevard and the center line of Cave Street;

PROSPECT PLACE, between the center line of Cave Street and the northwesterly line of Blue Bird Lane;

GIRARD AVENUE, between the northerly line of Silverado Street and the southeasterly line of Prospect Street;

GIRARD AVENUE, between the northwesterly line of Prospect Street and a line parallel to and distant 50.00 feet northwesterly therefrom;

HERSCHEL AVENUE, between the northerly line of Silverado Street and the southeasterly line of Prospect Street; and

WALL STREET, between the easterly line of Girard Avenue and the westerly line of Ivanhoe Avenue.

Such furnishing of electric current shall be for the period of one year from and including January 1, 1947, to-wit: to and including December 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 La Jolla Lighting District No. 1", filed November 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 Nine Hundred Sixty-five and no/100 Dollars (\$1965.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Jolla Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Nine Hundred Sixty-five and no/100 Dollars (\$1965.00) shall be paid out of any other fund than said special fund designated as "La Jolla Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and 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 Sixty-five and no/100 Dollars (\$1965.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" 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 it 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
VINCENT T. GODFREY
Members of the Council.

(SEAL)
ATTEST:
FRED W. SICK
City Clerk.
By AUGUST M. WADSTROM

I hereby approve the form of the foregoing Contract, this 17th day of March, 1947.

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 La Jolla Lighting District No. 1; being Document No. 370886.

FRED W. SICK
City Clerk of The City of San Diego, California.
By F. W. Sick Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of California, as Principal, and the 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

OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty six thousand seven hundred thirty eight and 55/100 Dollars (\$26,738.55), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said Principal and Surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of February, 1947.
THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all electric current, transformers, lines, switches, and other material and equipment necessary for the furnishing of electric current to the Class A lamp street light circuits, and also to furnish all poles, wires, conduits, lamps, arms, and all other appliances, and the electric current, together with the maintenance of such poles, wires, conduits, lamps and arms, and appliances for Class B lamps, for the lighting of the streets, avenues, boulevards, places drives and ways in the City of San Diego, California, for a period of twelve (12) months from and after the 1st day of July, 1946, to-wit, to and including the 30th day of June, 1947, for all lights that were installed and burning as of July 1, 1946, for the prices as in said contract specified; the same to be done in strict compliance with the terms and conditions of said contract, and in accordance with the specifications contained in Document No. 365628, on file in the office of the City Clerk of said City, and as shown on the plans on file in the office of the City Engineer of said City, which said documents are by reference thereto incorporated in said contract and made part thereof; and also to protect and hold harmless the said City against all damages, costs or expenses on account of damage to persons or property, or for the use or infringement of any patents, or upon any account whatever, arising or growing out of the execution of said contract; all as in said contract specifically set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.
IN WITNESS WHEREOF, said Principal and Surety have caused this instrument to be executed, and their corporate names and seals to be hereunto affixed by their proper officers thereunto duly authorized, this 10th day of February 1947.

(SEAL)
ATTEST:
R C CAVELL
Secretary
SAN DIEGO GAS & ELECTRIC COMPANY,
Principal
By A E HOLLOWAY
Vice President in Charge of Sales
THE TRAVELERS INDEMNITY COMPANY
Surety (SEAL)
By FRANKLIN T HALE
Attorney-in-Fact (SEAL)

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)
On this 10th day of February, 1947, before me personally came FRANKLIN T. HALE 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.

FRANCES S. BOWERS (SEAL)
Notary Public
My commission expires August 17, 1950

I HEREBY APPROVE the form of the foregoing Bond this 17th day of March 1947.
J. F. DuPAUL, City Attorney,
By J. H. McKINNEY
Deputy City Attorney.

I HEREBY APPROVE the foregoing Bond this 18th day of March 1947.
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 10th day of February, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the "City", and SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the second part, and hereinafter sometimes designated as the "Company", WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Company by said City, in manner and form as hereinafter provided, said Company hereby covenants and agrees to and with said City to furnish all electric current, transformer, lines, switches and other material and equipment necessary for the furnishing of electric current to the Class A lamp street light circuits, and also to furnish all poles, wires, conduits, lamps, arms, and all other appliances and the electric current, together with the maintenance of such poles, wires, conduits, lamps and arms, and appliances for Class B lamps for the lighting of the streets, avenues, boulevards, places, drives and ways in the City of San Diego, California, for a period of twelve (12) months from and after the 1st day of July, 1946, to-wit: to and including the 30th day of June, 1947, for all the lights that were installed and burning as of July 1, 1946, as shown by the plans on file in the office of the City Engineer of said City, and according to the specifications contained in Document No. 365628, on file in the office of the City Clerk of said City, which said Document No. 365628, and said plans, are, by reference thereto made a part of this agreement as fully as though written out and incorporated into the body hereof.

Said Company agrees that it will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work, as specified in said specifications, as the same may be interpreted by the City Manager of Said City, unless an appeal shall be taken to the Council of said City, and in case said Company is dissatisfied with or feels aggrieved by the decision of said Council, then and only in that case may such differences be redressed by the appropriate processes of law.

Said Company agrees to furnish all the electric current, transformers, lines, switches and other materials and equipment necessary for the furnishing of electric current to Class A lamp street lighting circuits in said City, for said period of twelve (12) months from and

after the 1st day of July, 1946, to-wit, to and including the 30th day of June, 1947, for the sum of Two and 20/100 Dollars (\$2.20) per lamp per month for each 1000 candle power, incandescent lamp burning until midnight; the sum of One and 35/100 Dollars (\$1.35) per lamp per month for each 600 candle power incandescent lamp burning until midnight; the sum of One and 00/100 Dollars (\$1.00) per lamp per month for each 400 candle power incandescent lamp burning until midnight; the sum of Seventy Cents (0.70) per lamp per month for each 250 candle power incandescent lamp burning until midnight; the sum of Two and 70/100 Dollars (\$2.70) per lamp per month for each 1000 candle power incandescent lamp burning all night; the sum of One and 70/100 Dollars (\$1.70) per lamp per month for each 600 candle power incandescent lamp burning all night; the sum of One and 25/100 Dollars (\$1.25) per lamp per month for each 400 candle power incandescent lamp burning all night; the sum of Eighty five cents (\$0.85) per lamp per month for each 250 candle power incandescent lamp burning all night; and the sum of Fifty Cents (\$0.50) per lamp per month for each 100 candle power incandescent lamp burning all night, also to furnish all of said poles, wires, conduits, lamps, arms and other appliances, and said electric current for lighting of said streets, avenues, boulevards, places, drives and ways in said City of San Diego, and maintain such poles, wires, conduits, lamps, arms and appliances for Class B lamps for said period of twelve (12) months from and after the 1st day of July, 1946, to-wit: to and including the 30th day of June, 1947, for the sum of Five and 25/100 Dollars (\$5.25) per lamp per month for each 1000 candle power sodium vapor lamp; the sum of Four and 30/100 Dollars (\$4.30) per lamp per month for each 1000 candle power incandescent lamp; the sum of Two and 90/100 Dollars (\$2.90) per lamp per month for each 600 candle power incandescent lamp; the sum of Two and 70/100 Dollars (\$2.70) per lamp per month for each 400 candle power incandescent lamp; the sum of Two and 25/100 Dollars (\$2.25) per lamp per month for each 250 candle power incandescent lamp; and the sum of One and 50/100 Dollars (\$1.50) per lamp per month for each 100 candle power incandescent lamp. All of said rates are as set forth in the published schedule of the Railroad Commission of the State of California, a copy of which is filed in the office of the City Clerk of said City, under Document No. 344703. Said rates shall at all times be subject to such change or modification by the Railroad Commission of California, as said Commission may from time to time direct in the exercise of its jurisdiction.

And said Company further agrees to install and maintain Class B lights in addition to those now installed, upon notification from the Council so to do, at and for the price of Five and 25/100 Dollars (\$5.25) per lamp per month for each 1000 candle power sodium vapor lamp; the price of Four and 30/100 Dollars (\$4.30) per lamp per month for each 1000 candle power incandescent lamp; the price of Two and 90/100 Dollars (\$2.90) per lamp per month for each 600 candle power incandescent lamp; the price of Two and 70/100 Dollars (\$2.70) per lamp per month for each 400 candle power incandescent lamp; the price of Two and 25/100 Dollars (\$2.25) per lamp per month for each 250 candle power incandescent lamp; and the price of One and 50/100 Dollars (\$1.50) per lamp per month for each 100 candle power incandescent lamp; subject to the aforesaid changes by the said Railroad Commission; the said lights to be installed at the places designated by said Council, and to be in accordance with the specifications contained in said Document No. 365628; provided, however, that said Company shall not be required by said City to place additional lamps at a distance greater than 650 feet from any series street light circuit serving similar lamps.

It is hereby agreed that any change in the location of lamps from those positions mentioned in the plans filed in the office of the City Engineer of said City shall be made at the expense of The City of San Diego; and it is further agreed that such expense shall be the actual cost to said Company of any required change in location of lamps.

Said Company further agrees to use reasonable diligence in providing a regular and uninterrupted supply of electricity at the lamp terminal, and said Company will rebate to the City any and all sums due said City by reason of the failure, for any cause whatever, of any of said lamps to burn, as required by the provisions of said specifications; and said Company further agrees with said City to repair and relight any Class B lamp which for any cause whatever has ceased to burn within a reasonable time after notification by the City Manager of said City, after said lamp has failed to properly burn.

The City shall have the right at all times to make such measurements of electricity as it may deem proper, for the purpose of ascertaining that the said Company is complying with the specifications contained in said Document No. 365628.

As said City, in consideration of the faithful performance by said Company of each, every and all of the agreements and covenants on the part of said Company undertaken by it to be performed, hereby agrees with said Company to pay it the sums of money for each class of lamps and the candle power thereof, as set forth in said schedule of rates contained in Document No. 344703, on file in the office of said City Clerk, and such additional sums as may be prescribed by said Railroad Commission, for each lamp actually furnishing a light, subject to such rebate as may be made on account of outages. Provided, however, that if the said Railroad Commission shall fix a lower rate for such services, the City shall be required to pay only the said lower rate while the same is in force; and said City will further pay to the said Company at the same rate for any and all other lights that may be established by the Company at the request of the City, in manner and form as above provided. All such payments shall be made monthly in warrants of the said City, duly and properly drawn upon the Arc Light Fund of said City, and upon presentation by the Company of its claims therefor in the proper form.

Said Company further agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished in the performance of said work, in so far as the same relates to Class B lamps only, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Laws, as set forth in the Labor Code of the State of California, in so far only as the same relates to Class B lamps.

Said Company further agrees to furnish said City with a certificate of the insurance carrier with whom said Company is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, in so far as the same relates to Class B lamps, and insuring said company against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Laws of said State of California; said certificate of the insurance carrier to bear the date of the expiration of said policy.

It is mutually agreed and understood that said Company shall, and said Company hereby agrees and undertakes to protect and hold harmless the said City from and against any and all damages, cost or expense of whatsoever character, occasioned or growing out of, or in any manner arising from the performance, or attempted performance, of the obligations of this contract undertaken by said Company, in so far only as the same relates to the performance or attempted performance of the obligations as to Class B lamps.

And said Company further agrees and herein undertakes to hold said City harmless from any and all claims for the use or infringement of any patent, or claim of patent, or for any cause whatsoever, arising by reason of said City entering into the within contract, in so far only as it relates to Class B lamps; provided, always, however, that said Company shall not be liable, and shall not be held liable, for damages caused by riots, acts of the public enemy, acts of God, or unauthorized state or municipal interference.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price.

IN WITNESS WHEREOF, this contract is executed by the City Manager of The City of San Diego, for and on behalf of said City, under and pursuant to a resolution authorizing such execution, and said Company has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager.

(SEAL)

ATTEST:

R C CAVELL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY

By A E HOLLOWAY

Vice President in Charge of Sales

I HEREBY APPROVE the form and legality of the foregoing Contract, this 17th day of March, 1947.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is full, true and correct copy of Contract with San Diego Gas and Electric Company for General Street Lighting; being Document No. 370887.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schreiner Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Anthony Verrine Owner, and The City of San Diego, dated June 26, 1946, recorded in the office of the Recorder of San Diego County, California, on July 15, 1946, in Book 2171, Page 443, of Official Records, have been paid.

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 17th day of March, A.D. Nineteen Hundred and forty seven, before me August M. Wadstrom, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

RECORDED MAR 20 1947 15 MIN PAST 12 AM. IN BOOK 2371 AT PAGE 61 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL

Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

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 Satisfaction of Contract from City of San Diego to Anthony Verrine; being Document No. 370900.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schreiner Deputy

KNOW ALL MEN BY THESE PRESENTS, That ADDRESSOGRAPH MULTIGRAPH CORPORATION, MULTIGRAPH SALES AGENCY, a corporation, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED THIRTY-EIGHT and no/100 Dollars (\$438.00), lawful money of the United States of America to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of March, 1947.

THE CONDITION OF THE ABOVE 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 - Multigraph duplicator model 1250 (Multilith process) 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:

A. P. TYLER

A. P. Tyler

ADDRESSOGRAPH MULTIGRAPH CORPORATION
MULTIGRAPH SALES AGENCY

By C. R. BATTIN C. R. Battin

Vice President & Treasurer Principal

(SEAL) UNITED STATES FIDELITY AND GUARANTY
By C. LEWIS COMPANY
C. Lewis: Attorney-in-fact

Countersigned this 17th day of March, 1947 at San Diego, California
(SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY
By W. W. WADDELL
W. W. Waddell, Attorney-in-fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)ss
I, Chas. E Crabtree a Notary Public in and for the County and State aforesaid, do hereby certify that W. W. WADDELL, Attorney-in-fact of the United States Fidelity and Guaranty Company, who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, as such Attorney-in-fact, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, and as the free and voluntary act of the said United States Fidelity and Guaranty Company for the uses and purposes therein set forth, and caused the corporate seal of the said Company to be thereto attached.
Given under my hand and Notarial seal March 17, 1947
CHAS. E. CRABTREE
Notary Public (SEAL)
My Commission Expires Feb. 2, 1951

I hereby approve the form of the within Bond, this 18th day of March, 1947.
J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 18th day of March, 1947.
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 10th day of March, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and ADDRESSOGRAPH MULTIGRAPH CORPORATION, MULTIGRAPH SALES AGENCY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 1-Multigraph Duplicator model 1250 (Multilith process) with automatic vacuum feeder (horizontal straight line conveyor board with micrometer adjustments) double sheet eliminator, roller cleaning device, cabinet stand, variable speed control, reset counter, paper receiver, standard master cylinder, blanket and tools. All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 369437.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

1 - Multigraph duplicator Model 1250.....	\$1654.60
Freight from Cleveland, Ohio.....	50.00
California State Sales Tax.....	41.37
	<u>\$1745.97</u>

Federal Excise Taxes are excluded.

Said contractor agrees to ship said duplicator from its Cleveland, Ohio, factory within five (5) days after receipt of purchase order.

Said City in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: One Thousand Seven Hundred Forty-five and 97/100 Dollars (\$1745.97). Payment for said machine 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. 85272 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:
A. P. TYLER
A. P. Tyler

ADDRESSOGRAPH MULTIGRAPH CORPORATION, MULTIGRAPH SALES AGENCY
By C. R. BATTIN C. R. Battin
Vice President & Treasurer Contractor

I hereby approve the form and legality of the foregoing contract this 18th day of March, 1947.

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-Addressograph Multigraph Corp for Duplicator; being Document No. 370930.

City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Anita Wells and James H. Wells are owners of Lot Lot 1, Block 3, of Eastgate.

NOW, THEREFORE, This AGREEMENT, signed and executed this third day of March 1947, by Anita Wells and James H. Wells. We will for and in consideration of the permission granted to remove sixteen feet of curbing on Chamoune St. between El Cajon Blvd. and Orange 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 times as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves our heirs and assigns; and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

JAMES H. WELLS
Rt. 2, Box 671, El Cajon, Calif.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 3rd day of March, A.D. Nineteen Hundred and FORTY SEVEN before me MYRTLE EICHELBERGER, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared JAMES H. WELLS 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 EL CAJON, CITY OF, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

MYRTLE EICHELBERGER
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires December 9, 1950

I hereby approve the form of the foregoing agreement this 18th day of March, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 20 1947 15 MIN PAST 12 AM. IN BOOK 2371 AT PAGE 68 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
s document in above mentioned book.
C. JOHNSON
Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Anita Wells et al to City of San Diego; being Document No. 370953.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Frances Azhocar is the owner of Lots 13 and 14, Lincoln Park Add., Block , of Lincoln Park Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 3-5-47 day of ___, by Frances Azhocar. I will, for and in consideration of the permission granted to remove ___ feet of curbing on Commercial St. between 25 and 26 and ___ adjacent to the above described property bind me to, and I do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of the City of San Diego.

And further agree that this agreement shall be binding on Frances Azhocar 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.

FRANCES AZHOCAR
1910 Kearney Ave.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO.) ss,

On this 11th day of March, A.D. Nineteen Hundred and forty-seven before me Wood F. Wor-

cester, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frances Azhocar 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)

WOOD F. WORCESTER
Notary Public in and for the County of San Diego,
State of California.

RECORDED MAR 20 1947 15 MIN PAST 12 AM. IN BOOK 2371 AT PAGE 63 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Frances Azhocar to City of San Diego; being Document No. 370954.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

Regarding construction of sink in guest house.
Regarding use of guest house as living unit.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
CITY OF SAN DIEGO)

Mrs. May E. Brown, after being first duly sworn, for herself deposes and says:

That I am the owner of the hereinafter described real property: Lot 5 (SWly 10') and all Lot 6 Block 74 Subdivision La Jolla Park Villa Tract, located at 1437 Virginia Way
THAT I desire to use a guest as living quarters and maintain the existing sink for laundry as requested in a letter to the Planning Commission, dated March 6, 1947:

THAT I, in consideration of approval granted by the City of San Diego to use said building for living quarters, as granted by the Zoning Committee on March 12, 1947: do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the guest house will be used by myself, only; no cooking to be done in the guest house; and when I vacate the guest house it will then be converted to a legal use.

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

MAY E. BROWN
1437 Virginia Way La Jolla

On this 17th day of March A.D. Nineteen Hundred and forty-seven, before me, Mildred W. Blanchard a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared May E. Brown 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, San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

MILDRED W. BLANCHARD
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Mar. 21 1949

RECORDED MAR 20 1947 15 MIN PAST 12 AM IN BOOK 2371 AT PAGE 57 OF OFFICIAL RECORDS, SAN DIEGO CO., CAL.

Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from May E. Brown relative to living quarters at 1437 Virginia Way; being Document No. 370955.

FRED W. SICK
City Clerk of The City of San Diego, California.
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION
DESCRIPTION OF PROPERTY: Lot 5 and 7 Block 10 Subdivision Alhambra Park
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED 51st Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Madison and Adams
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. 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

OWNER'S
SIGNATURE Mrs. Colleen McIntyre
ADDRESS 4587 - 51st. St.

Approved as to form:
J. F. DuPAUL
City Attorney
By J. H. MCKINNEY

DATE March 5, 1947

STATE OF CALIFORNIA, } SS.
COUNTY OF SAN DIEGO }

On this 8th day of March, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, A Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared Mrs. Colleen McIntyre 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.

SCHEDULE OF PAYMENTS			
DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
3/5/47	\$ 5.00	3-8-47	4291
4/5/47	5.00		
5/5/47	5.00		
6/5/47	5.00		
7/5/47	5.00		
8/5/47	5.00		
9/5/47	5.00		
10/5/47	5.00		
11/5/47	5.00		
12/5/47	5.00		

RECORDED MAR 20 1947 15 Min. Past 12 P.M. in Book 2371 at Page 51 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
C. JOHNSON

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Payment for Installation of Water Main Agreement from Mrs. Colleen McIntyre to City of San Diego; being Document No. 370957.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

AGREEMENT FOR ALLOCATION OF STATE AID TO ACQUIRE AND
ESTABLISH TEMPORARY EMERGENCY HOUSING FACILITIES FOR
VETERANS AND FAMILIES OF SERVICEMEN
(Chapter 29, Statutes of 1946, First Extra Session)

Application No. 101
Allotment No. 96

1. THIS AGREEMENT made and entered into this 14th day of March, 1947, by and between the STATE OF CALIFORNIA party of the first part, hereinafter called the "State" and the CITY OF SAN DIEGO, a "Local Agency" as defined in Chapter 29, Statutes 1946, (First Extra Session), party of the second part, hereinafter called "Local Agency";

W I T N E S S E T H:

2. WHEREAS, Local Agency has entered into a contract with the Federal Public Housing Authority of the United States of America, dated June 26, 1946, under the provisions of Title V of the Lanham Act, (Public Law 849, 76th Congress, as amended, particularly by the amendment embodied in Public Law 292, 79th Congress S. J. 122) for the purpose of providing veterans and families of veterans and families of servicemen with certain temporary housing facilities described in said contract, which contract bears the identification "Project No. CAL-V-4568; and

3. WHEREAS, Local Agency has filed an application dated January 24, 1947, with the Director of Finance of the State of California under said Chapter 29, Statutes of 1946 (First Extra Session) for financial aid to establish said temporary and emergency housing facilities known as Project No. CAL-V-4568 located in Loma Linda Park - 144 units adjacent to Midway Drive, City of San Diego, County of San Diego, State of California for veterans and families of veterans and families of servicemen, and said application, as to said project, has been approved by the Director of Finance, subject to the execution of this agreement;

4. NOW, THEREFORE, the Director of Finance hereby allocates to Local Agency from the appropriation contained in said Chapter 29, Statutes of 1946 (First Extra Session) for expenditure for establishing said temporary and emergency housing facilities in accordance with said Chapter 29 and Local Agency's aforesaid contract with the Federal Public Housing Authority, and all applicable Federal laws and regulations and orders issued thereunder, the sum of TWENTY-NINE THOUSAND ONE HUNDRED FORTY-NINE AND 52/100 DOLLARS (\$29,149.52) or so much thereof as may be necessary to be paid to Local Agency as hereinafter provided; It is understood that said allocation shall not be available to pay for any expenditures included in Local Agency's application hereinabove referred which are not within the scope of said Chapter 29. No money shall be used from said allocation, or from the amount agreed to be provided by Local Agency as its share of the project, for acquisition, improvements, installation, facilities, or

utilities or such portions thereof which in the opinion of the Director of Finance are more extensive than is warranted by the size and temporary character of the project to which this agreement relates. Upon a determination by the Director of Finance that any such acquisition, improvement, installation, facility or utility is more extensive or permanent in nature than is warranted by the size and temporary character of the project, the Director of Finance may deduct from the allocation herein made an amount deemed by him to be appropriate in order to comply with the intent and purposes of the Act. Any such acquisition, improvement, installation, facility or utility shall be deemed an asset of the project to the extent of both parties' investments therein from State Funds and from Local Agency's required contribution.

5. LOCAL AGENCY AGREES: To provide for the above mentioned Project in the CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, State of California, a site or sites suitable for the purpose of establishing, maintaining and operating thereon the aforesaid housing facilities pursuant to Local Agency's aforesaid contract with the Federal Public Housing Authority and this agreement. Local Agency represents in its application that it is providing and furnishing a site or sites upon which said housing facilities are to be established. Said site or sites shall be improved with, or Local Agency shall provide or cause to be provided in connection therewith, the following improvements:

(a) Necessary and adequate access streets or roads to such site or sites, and such off-street parking areas as are deemed necessary;

(b) Adequate streets, together with sidewalks along such streets within the boundaries of such site or sites;

(c) Extension of all necessary utilities (including sanitary and storm sewers, water, electricity, and/or gas) to the site or sites, and installation of mains or conduits for such utilities in or along the streets within the boundaries of the site or sites; and

(d) All necessary grading except that provided by the Federal Public Housing Authority.

6. To furnish technical services, with plans and drawings for said project, such as:

(a) Topographical surveys;

(b) Detailed site or plot layout plan showing location of buildings and all utility connections to be made with utility systems furnished by the Local Agency;

(c) Engineering services in connection with the staking and laying out of building locations, building lines and other similar services necessary to complete the project.

7. To provide and pay, from funds other than those allocated for any housing project from the appropriation contained in said Chapter 29, Statutes of 1945 (First Extra Session) at least ten per cent of the non-Federal Cost of establishing and making said housing facilities ready for occupancy, unless said ten per cent has otherwise been provided as permitted by the second paragraph of Section 8 of said Chapter 29.

8. To furnish the Director of Finance, contemporaneously with the execution of this agreement, an initial operating budget itemizing all anticipated revenues and expenditures of the housing project for the period from the date commencing with the execution of this contract and ending June 30, 1947 and showing the net revenue contemplated through the operations of the project. For subsequent fiscal years, Local Agency agrees to furnish a like budget in advance of each fiscal year period beginning July 1, and ending June 30.

9. To establish, manage, maintain, operate, and dispose of the said emergency housing facilities on said site in accordance with the provisions of the said contract between Local Agency and the Federal Public Housing Authority and this agreement; to furnish such statements and reports as may be required from time to time by the Director of Finance, to permit representatives of the State Department of Finance to inspect the housing facilities provided for herein and to examine all books, records and accounts in connection therewith at any reasonable time. To maintain an accurate and complete set of accounts covering all income and expenditures in connection with said project.

10. To furnish necessary furniture and equipment for said housing facilities, not provided by the Federal Public Housing Authority, which furniture and equipment shall be mutually agreed upon by the parties hereto.

11. Not to sell, exchange, encumber or otherwise dispose of any assets or property of the housing facility unless the written consent of the Director of Finance is first had and obtained, excepting transfers or loans of furniture between said housing facility and other housing projects for which State funds will have been allocated under said Chapter 29. Local Agency agrees to promptly report any such transfers or loans to the Director of Finance, and further agrees to make appropriate rental adjustments in connection with such transfers or loans.

12. To exercise all reasonable diligence and dispatch in expediting the establishing of the housing facilities herein mentioned in order that such housing facilities may be made ready for occupancy at the earliest possible moment.

13. To maintain and operate the aforesaid housing facilities for the purpose provided herein, and for no other purpose, for a period commencing upon the establishing of said housing facilities and continuing until this agreement is terminated by the Director of Finance, should the Director of Finance or the State Legislature determine that the necessity for this agreement no longer exists, provided such termination is consistent with the terms of Title V of the said Lanham Act, as amended, and with the contract between Local Agency and the Federal Public Housing Authority. Notwithstanding anything contained in this agreement to the contrary, the housing facilities herein mentioned shall not be operated or maintained beyond the period, or any extensions thereof, prescribed in the contract between Local Agency and the Federal Public Housing Authority or after the ninetieth day following the convening of the Regular Session of the Fifty-eighth Legislature, whichever ending date first occurs.

14. To repay the State as contemplated by said Chapter 29, and to the extent permitted by revenues of the project and the said contract between the Local Agency and Federal Public Housing Authority, any amounts paid by the State from the allocation herein made. Local Agency agrees to include as expenses of the project, allowances for ground rental and furniture and equipment rental to the extent permitted by Local Agency's contract with the Federal Public Housing Authority. Such allowances shall be considered as revenues of the project not subject to remittance to the Federal Public Housing Authority. Said ground rental shall be held as a reserve against any operating deficit or deficits which may occur during the life of this agreement unless the Local Agency and the Director of Finance mutually agree upon some other disposition of such funds. From such reserve the Local Agency may expend such sums as in its opinion may be necessary or proper to provide fire, extended coverage and first cost earthquake insurance on all insurable property, for the benefit of the Local Agency and the State as their interests may appear. That all other revenues not included in such reserve and received by Local Agency in operating the project, less expenses of operating and managing the project as allowed under Local Agency's contract with the Federal Public Housing Authority, and less amounts required to be remitted to the Federal Public Housing Authority, shall be apportioned and paid to Local Agency and the State in proportion to their respective investments in the project. Such payments shall be made to the State on or before August 31 of each year.

15. That should the Federal Government reimburse Local Agency for expenditures in which the State has participated, Local Agency will use such funds immediately upon receipt of same

to repay the State in proportion to the latter's participation in such expenditures.

15. To promptly forward to the Director of Finance copies of any and all written statements and reports made by Local Agency to the Federal Public Housing Authority in connection with said housing facilities. To consult with the Director of Finance before negotiating any amendments to the aforesaid contract between Local Agency and the Federal Public Housing Authority.

17. To agree with the Director of Finance, as soon as practicable following execution of this agreement, for the establishing of a reserve from the original amount allocated to be used for the purpose of demolition and site restoration.

18. That all officers and employees of Local Agency responsible for the handling or disbursing of funds under this agreement will be appropriately bonded to the State of California and that satisfactory evidence of the coverage will be furnished to the Director of Finance. That the amount and form of such coverage shall be subject to approval of the Director of Finance. In case the officer or employee is bonded by means of a public official bond, evidence of coverage may be furnished by means of a certified copy or photostatic copy of said officer's or employee's public official bond. Where the officer or employee is bonded by means of a blanket position schedule form of bond, evidence of coverage may be furnished by means of a certified copy or photostatic copy of such bond naming the State of California as additional obligee.

19. To deposit all monies received from the State under this agreement in a separate bank account to be withdrawn only in accordance with this agreement and only by authorized officers of Local Agency bonded as herein provided.

20. Upon receipt and expenditure by Local Agency of all funds allocated and paid to it hereunder for constructing and equipping said housing project, Local Agency will furnish the Director of Finance with a certified, written statement showing all expenditures from State funds allocated by this agreement, including check number, amounts, and names of payees. Such statement shall show a breakdown of expenditures in accordance with the classification of items set forth in the "Certified Statement of Estimated Non-Federal Costs" exhibit appended to Local Agency's application.

21. THE STATE AGREES: To pay Local Agency from the allocation herein agreed to be made not more than ninety (90) per cent of the non-Federal expenditures made or to be made by Local Agency in accordance with this agreement. Upon receipt from Local Agency of a certified claim, on forms provided by the State, the State agrees to advance to Local Agency from said allocation an initial payment of not to exceed twenty-five (25) per cent of the amount allocated. When the initial payment has been made as aforesaid, the State agrees to thereafter make progress payments to Local Agency on the basis of not to exceed ninety (90) per cent of the non-Federal expenditures made or for which payments are due until ninety (90) per cent of the State's allocation, less the reserve for demolition and site restoration herein provided for, has been paid. The balance of the State's allocation, less said reserve for demolition and for site restoration, shall be paid to Local Agency following such inspection of the project and the books and records thereof as the Director of Finance may deem desirable to make or cause to be made. All claims for payment shall be supported by:

(1) An itemized list of expenditures which shall show whether such expenditures were paid, the date of payments, or the date when payment will be due, name of each vendor or payee, the amount paid or payable to each such vendor or payee, date and identifying number of warrant or check by which payment was made, the period of service and unit rate in case of personal services and a description of materials and services supplied or to be supplied; and

(2) A sworn statement by the fiscal or other appropriate officer of Local Agency to the effect that all listed expenditures have been or will be paid in the amounts shown; that all such listed expenditures were or will be incurred in accordance with law and solely for the purposes of, and in accordance with, this agreement, and that the funds received from the State of California pursuant to such claim will be expended solely in reimbursement or payment of such listed expenditures.

22. IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO: That a copy of every agreement entered into by Local Agency for or in connection with the acquisition, establishing and equipping of the housing facilities herein mentioned shall be submitted to the Director of Finance before any payments are made to Local Agency in connection with such agreements from State funds herein allocated, provided however, that the Director of Finance may at his option waive this provision of the agreement; that all such contracts in excess of Five Hundred Dollars (\$500.00) shall be awarded only to the lowest bidder on the basis of competitive written bids, unless it is impossible or impracticable to secure such bids, or the Director of Finance otherwise approves in writing. In the event it is impossible or impracticable to secure bids as provided in this paragraph, Local Agency will adopt a resolution to that effect containing a full explanation and transmit a certified copy of such resolution to the Director of Finance when submitting the contract or contracts.

Prior to discontinuance of the housing facilities, Local Agency will submit to the Director of Finance a report of transactions covering said housing project in such form as the Director of Finance shall prescribe, and will further submit to the Director of Finance for approval, a plan of liquidation which will take into consideration the respective interests of the State and Local Agency in the project, to the end that the parties hereto will be reimbursed in proportion to their respective investments to the extent that assets of the project permit. Should the Local Agency fail or refuse to submit such a plan of liquidation within a period of ninety days after being requested in writing so to do by the Director of Finance, the Director of Finance may at his option take possession of said project and all assets thereof and liquidate the same in accordance with such plan as the Director may then determine.

23. That upon termination of this agreement or upon expiration of the period of operation and maintenance specified in paragraph 13 of this agreement, Local Agency will discontinue the said housing facilities and liquidate the project and any assets thereof in such manner as may be agreed upon between Local Agency and the Director of Finance and according to such rules and regulations as may be prescribed by the Director of Finance for such purpose, in order to secure to Local Agency and the State a share of the proceeds proportionate to their respective investments.

24. Should Local Agency fail to exercise all reasonable diligence and dispatch in the establishing of said housing facilities to the end that such facilities may be made ready for occupancy at the earliest possible moment or should Local Agency otherwise breach the terms of this agreement, and should such breach not be rectified within ten days after written notice to the Local Agency of the existence of such breach, then and in that event, the Director of Finance in addition to any other remedies may terminate this agreement and the State of California shall be relieved of any further obligations thereunder. In the event of such termination, Local Agency agrees to refund to the State or expend any State funds in its possession and allocated to Local Agency under this agreement, in such manner as the Director of Finance shall prescribe.

25. That the terms and provisions of this agreement shall be subject to the terms and provisions of the aforesaid contract between Local Agency and the Federal Public Housing Authority in so far as the same may be inconsistent with and repugnant thereto.

26. That this agreement may be terminated or amended by mutual consent in writing of

the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Approval Recommended
HHJ

STATE OF CALIFORNIA
By JAMES S. DEAN
Director of Finance

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 Agreement for Allocation of State Aid to acquire and establish Temporary Emergency Housing Facilities for Veterans and families of Servicemen; being Document No. 370947.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy.

A G R E E M E N T

THIS AGREEMENT, Made and entered into this fifth day of March, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter sometimes designated as the "City" or "Lessor", and Ed Porter, party of the second part, hereinafter designated as the "lessee", WITNESSETH:

That whereas, the party of the second part is desirous of leasing from The City of San Diego that certain building located in Balboa Park and known as State Building for a period of ten days from April 18 to April 27, for the purpose of holding a National Boat Show; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

1. In consideration of the matters and things hereinafter set forth, The City of San Diego does hereby lease and let to Ed Porter, and Ed Porter does hereby take and accept from The City of San Diego, the premises and improvement hereinabove mentioned and located in Balboa Park and belonging to the City for the time and purpose hereinabove mentioned. The lessee agrees to pay the City for the use of said building, the sum of one thousand Dollars (\$1,000.00), or fifteen percent (15%) of the gross receipts during the time that it is used, whichever is the greater; said payments to be made on the day following the last day of usage or occupancy by the said party of the second part.
2. "Gross receipts" of the lessee is defined to mean the amount received from the operation and use of said building by the lessee whether the same be from the sale of tickets or money received in any other manner; however, sums paid for federal, state or city taxes are not to be considered as a part of the gross receipts and are excluded therefrom.
3. The lessee agrees to provide police protection and to secure its own employees while using said building, at his own expense.
4. Nothing in this agreement shall be construed as making the lessee an 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.
5. The lessee agrees to operate in such a manner as to conform with all federal, state and municipal laws, ordinances and rules and said lessee agrees for himself, his agent and employees to hold the City free from any and all liability or obligations arising out of the operation of said premises or the carelessness, negligence or improper conduct of said lessee, his agent or employees and said lessee agrees to reimburse the City, its officers and agents for all expenses, costs and judgments arising from a breach of these conditions.
6. Violation of any of the provisions of this contract shall be cause for the immediate cancellation of said contract without any liability upon the said City of San Diego.
7. The City Auditor and Comptroller shall have the right to examine any and all financial records appertaining to the operations of the lessee permitted under this agreement. The lessee agrees to keep records which will adequately reflect all financial transactions of his business and to the satisfaction of the City Auditor and shall make available to the Auditor and Comptroller such records at any time as may be necessary for auditing purposes.
8. Time is of the essence of all the terms, conditions and provisions of this agreement.
9. The lessee agrees to remove all his personal property, goods, chattels and effects from said building immediately upon the expiration of the time for which he has leased the same, and in the event that said lessee fails to remove said property the City shall have the right and privilege to remove the same or place it in storage for said lessee.
10. The lessee states that no representation as to the condition of the premises has been made by said City and that the lessee has made a thorough inspection of said premises and relies wholly on said inspection and agrees to accept said building in the condition existing on the date hereof. Said lessee further agrees to return the premises to the City at the expiration or other termination of this agreement in as good condition as when received, reasonable wear, tear and damages by the elements excepted.
11. It is understood and agreed that all repairs, improvements, alterations, installations and construction in and on the premises set forth in this lease shall be made subject to the approval of the City Manager and all improvements of a permanent nature in or to the premises shall be considered as fixtures and remain as a part of the premises upon the termination of this lease.
- It is further understood that all such repairs, improvements, alterations, installations and construction made by the lessee shall be at his own cost and expense.
12. The lessee agrees not to use or store, or permit to be used or stored on the premises, any substances or article or commodities in such a manner as to impair or render void any fire insurance upon the building or premises herein mentioned.
13. It is understood and agreed that any food or drink concession which may be had in connection with this lease shall be retained by the City or a city concessionaire.
14. The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires of said building or 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 lessee resulting from war, fire, water, storm, civil commotion or riots, and the lessee waives all rights, claims and demands and forever releases and discharges the said City and its officers and agents from any of said causes.
15. The lessee 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.
16. The lessee 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 specific charges, agrees to discharge any employee who is unsatisfactory to said City.

17. The lessee shall not sublet or sublease or assign any right or interest held by him under the terms of this lease without the written approval of the City Manager.

18. The lessee agrees at his own cost to secure and file with the City of San Diego an indemnity and public liability insurance policy written by a company authorized to do business in the State of California and satisfactory to the City Manager of the City of San Diego; said bond to be kept in force throughout the period of this agreement 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 to said lessee another policy of insurance similar in amount and written by a company satisfactory to the City Manager shall forthwith be substituted for the other policy. Said policy of insurance shall be a public liability policy in an amount of not less than \$50,000.00 nor more than \$100,000.00 with The City of San Diego named as an additional assured.

It is also understood and agreed that if lessee shall have employees that he shall secure policies of workmen's compensation insurance covering all such employees.

19. In consideration of the rental agreed to be paid by the lessee, the City agrees to furnish the building hereinabove mentioned and to furnish such utilities as light, water, and heat.

The City also agrees to furnish janitor service and to furnish portable bleachers now owned by the City for use in said building, if the lessee so desires.

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 Ed Porter, as 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.

ED PORTER
Lessee.

I HEREBY APPROVE the form of the foregoing Agreement this 17th day of March, 1947.

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 Ed Porter for operation of National Boat Show in Balboa Park (State Building); being Document No. 370952.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy.

A G R E E M E N T

THIS AGREEMENT, Made and entered into this fifth day of March, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter sometimes designated as the "City" or "Lessor", and Ed Porter, party of the second part, hereinafter designated as the "lessee", WITNESSETH:

That whereas, the party of the second part is desirous of leasing from The City of San Diego that certain building located in Balboa Park and known as Federal Building for a period of ten days from April 18 to April 27, for the purpose of holding a National Boat Show; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

1. In consideration of the matters and things hereinafter set forth, The City of San Diego does hereby lease and let to Ed Porter, and Ed Porter does hereby take and accept from The City of San Diego, the premises and improvement hereinabove mentioned and located in Balboa Park and belonging to the City for the time and purpose hereinabove mentioned. The lessee agrees to pay the City for the use of said building, the sum of one thousand Dollars (\$1,000.00), or fifteen percent (15%) of the gross receipts during the time that it is used, which ever is the greater; said payments to be made on the day following the last day of usage or occupancy by the said party of the second part.

2. "Gross receipts" of the lessee is defined to mean the amount received from the operation and use of said building by the lessee whether the same be from the sale of tickets or money received in any other manner; however, sums paid for federal, state or city taxes are not to be considered as a part of the gross receipts and are excluded therefrom.

3. The lessee agrees to provide police protection and to secure its own employees while using said building, at his own expense.

4. Nothing in this agreement shall be construed as making the lessee an 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.

5. The lessee agrees to operate in such a manner as to conform with all federal, state and municipal laws, ordinances and rules and said lessee agrees for himself, his agent and employees to hold the City free from any and all liability or obligations arising out of the operation of said premises or the carelessness, negligence or improper conduct of said lessee, his agent or employees and said lessee agrees to reimburse the City, its officers and agents for all expenses, costs and judgments arising from a breach of these conditions.

6. Violation of any of the provisions of this contract shall be cause for the immediate cancellation of said contract without any liability upon the said City of San Diego.

7. The City Auditor and Comptroller shall have the right to examine any and all financial records appertaining to the operations of the lessee permitted under this agreement. The lessee agrees to keep records which will adequately reflect all financial transactions of his business and to the satisfaction of the City Auditor and shall make available to the Auditor and Comptroller such records at any time as may be necessary for auditing purposes.

8. Time is of the essence of all the terms, conditions and provisions of this agreement.

9. The lessee agrees to remove all his personal property, goods, chattels and effects from said building immediately upon the expiration of the time for which he has leased the same, and in the event that said lessee fails to remove said property the City shall have the right and privilege to remove the same or place it in storage for said lessee.

10. The lessee states that no representation as to the condition of the premises has been made by said City and that the lessee has made a thorough inspection of said premises and relies wholly on said inspection and agrees to accept said building in the condition existing on the date hereof. Said lessee further agrees to return the premises to the City

at the expiration or other termination of this agreement in as good condition as when received, reasonable wear, tear and damages by the elements excepted.

11. It is understood and agreed that all repairs, improvements, alterations, installations and construction in and on the premises set forth in this lease shall be made subject to the approval of the City Manager and all improvements of a permanent nature in or to the premises shall be considered as fixtures and remain as a part of the premises upon the termination of this lease.

It is further understood that all such repairs, improvements, alterations, installations and construction made by the lessee shall be at his own cost and expense.

12. The lessee agrees not to use or store, or permit to be used or stored on the premises, any substances or article or commodities in such a manner as to impair or render void any fire insurance upon the building or premises herein mentioned.

13. It is understood and agreed that any food or drink concession which may be had in connection with this lease shall be retained by the City or a city concessionaire.

14. The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires of said building or 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 lessee resulting from war, fire, water, storm, civil commotion or riots, and the lessee waives all rights, claims and demands and forever releases and discharges the said City and its officers and agents from any of said causes.

15. The lessee 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.

16. The lessee 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 specific charges, agrees to discharge any employee who is unsatisfactory to said City.

17. The lessee shall not sublet or sublease or assign any right or interest held by him under the terms of this lease without the written approval of the City Manager.

18. The lessee agrees at his own cost to secure and file with the City of San Diego an indemnity and public liability insurance policy written by a company authorized to do business in the State of California and satisfactory to the City Manager of the City of San Diego; said bond to be kept in force throughout the period of this agreement 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 to said lessee another policy of insurance similar in amount and written by a company satisfactory to the City Manager shall forthwith be substituted for the other policy. Said policy of insurance shall be a public liability policy in an amount of not less than \$50,000.00 nor more than \$100,000.00 with The City of San Diego named as an additional assured.

It is also understood and agreed that if lessee shall have employees that he shall secure policies of workmen's compensation insurance covering all such employees.

19. In consideration of the rental agreed to be paid by the lessee, the City agrees to furnish the building hereinabove mentioned and to furnish such utilities as light, water, and heat.

The City also agrees to furnish janitor service and to furnish portable bleachers now owned by the City for use in said building, if the lessee so desires.

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 Ed Porter, as 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.
ED PORTER
Lessee.

I HEREBY APPROVE the form of the foregoing Agreement this 17th day of March, 1947.

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 between Ed Porter and City of San Diego to hold National Boat Show in Federal Building in Balboa Park; being Document No. 371040.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener 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 _____ as Surety, are held and 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-ONE and no/100 Dollars (\$1251.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of March, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 2 - Model KB-6 International trucks, 158" wheelbase with 8.25 x 20 10P tires front and dual rear on spoke wheels,

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
By W. L. SCHUMACHER Vice President
Principal.
FIDELITY & DEPOSIT COMPANY OF MARYLAND
Surety.

ATTEST:
THERESA FITZGIBBONS

By D. E. GORTON

STATE OF CALIFORNIA, } ss.
COUNTY OF LOS ANGELES }

On this 11th day of March, 1947, before me, S. M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared D. E. Gorton, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) S. M. SMITH
Notary Public in and for the County of Los Angeles,
State of California.
My Commission Expires Feb. 18, 1950

I hereby approve the form of the within Bond, this 18th day of March, 1947.
J. F. DuPAUL City Attorney
By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 18th day of March, 1947.
F. A. RHODES
City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 11th day of March, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter 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:

- 2 - Model KB-6 International trucks,
158" wheelbase with 8.25 x 20 10P tires front and dual rear on spoke wheels, equipped as follows:
Engine - International model BLD-250 cubic inch piston displace-valve-in-head with replaceable sleeves, full length jackets developing 99.8 horse-power at 3200 R.P.M. with 200.50 pound feet torque at 2000 R.P.M.
Clutch - Single plate with outside diameter of 10-7/8 inch
Transmission - Model F-51C direct in fifth,
5-speed forward and one reverse
Rear Axle - Model R-1450 full floating single reduction through spiral bevel and straddle mounted pinion
Brakes - Total lining area 368 square inches with Hydrovac booster
Cooling - Large capacity radiator
Additional Equipment: Cab, inside control signal arm, overload springs, deluxe oil filter, increased capacity brakes, right-hand windshield wiper, right-hand rear view mirror.

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 358755.
Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

2 - Model KB-6 International trucks\$ 5,002.25

Said price includes the California State Sales Tax.
If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, and allowing cancellation to be effected by the City if it elects to do so. Provided, however, that any increases to the City, allowed under above conditions, shall not exceed 10% of the price quoted by the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to the City of San Diego.

Said contractor agrees to begin delivery of said material within 120 days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Five Thousand Two and 25/100 Dollars (\$5002.25), inclusive 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. 85134 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.

INTERNATIONAL HARVESTER COMPANY

By 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 18th day of March, 1947.

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 International Harvester Company for furnishing 2 International Trucks; being Document No. 371044.

FRED W. SICK

City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

THIS AGREEMENT made this 14th day of March, 1947, between the CITY OF SAN DIEGO, a municipal corporation, and THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation of the State of California,

W I T N E S S E T H: THAT

1. WHEREAS, the City of San Diego, under date of April 15, 1926, filed an application with the Division of Water Resources, Department of Public Works of the State of California, seeking a permit to appropriate from the Colorado River 112,000 acre feet annually of the waters of said river for use in the City of San Diego, which application is now pending before the Division of Water Resources and is designated Application No. 4997; and

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, the City of Los Angeles, the City of San Diego and County of San Diego entered into an agreement fixing their respective priorities in the waters of the Colorado River available for use in California under the Colorado River Compact and the Boulder Canyon Project Act, which contract is commonly referred to as the "Seven-Party Priority Agreement"; and

3. 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, providing for the delivery by the United States to the City of San Diego of certain waters of the Colorado River in accordance with the schedule of priorities fixed in said Seven-Party Priority Agreement, said contract being for the benefit of the City of San Diego and the County of San Diego and commonly referred to as the "San Diego Water Delivery Contract"; and

4. WHEREAS, under date of October 4, 1945, a contract was entered into between the United States of America, the City of San Diego, the San Diego County Water Authority, a municipal corporation of the State of California, and The Metropolitan Water District of Southern California, providing for the merger of all the rights of the City of San Diego to the storage and delivery of Colorado River water under the "San Diego Water Delivery Contract" with the rights of The Metropolitan Water District of Southern California to the storage and delivery of Colorado River water under a water delivery contract between the United States of America and The Metropolitan Water District of Southern California, dated April 24, 1930, as amended by a Supplementary Contract dated September 28, 1931, and further providing that the diversion point of water heretofore agreed to be delivered to the City of San Diego under said water delivery contract of February 15, 1933, should be changed from a point on the Colorado River immediately above Imperial Dam to The Metropolitan Water District of Southern California's intake at a point on the Colorado River immediately above Parker Dam, said contract being contingent upon annexation of San Diego County Water Authority to The Metropolitan Water District of Southern California prior to January 1, 1947; and

5. WHEREAS, San Diego County Water Authority, pursuant to the will of a majority of

the qualified electors of said County Water Authority voting thereon at a special election held for that purpose on November 5, 1946, has become annexed to and is now a part of The Metropolitan Water District of Southern California, such annexation proceedings having been completed on the 17th day of December, 1946;

NOW, THEREFORE, in consideration of the premises and in furtherance of the mutual covenants and agreements contained in that certain contract merging the rights of the City of San Diego and The Metropolitan Water District of Southern California, dated October 4, 1946, the City of San Diego does hereby grant and convey to The Metropolitan Water District of Southern California all of its right and interest in and to the storage and delivery of Colorado River water as evidenced by said water delivery contract of February 15, 1933, together with all of its right and interest in and to the use of the waters of the Colorado River under any act of appropriation heretofore made, and does hereby assign and transfer to The Metropolitan Water District of Southern California any and all rights it may have acquired, or may in the future acquire, under and by virtue of that certain application to appropriate water from the Colorado River heretofore referred to and designated Application No. 4997.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

Attest:
FRED W. SICK (SEAL)
City Clerk

CITY OF SAN DIEGO
By F. A. RHODES
City Manager

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
By JULIAN HINDS
General Manager and Chief Engineer

Attest: (SEAL)
A. L. GRAM
Executive Secretary

Approved Jan. 27, 1947

COUNTY OF SAN DIEGO
By DeGraff Austin
Chairman Board of Supervisors

Attest: (SEAL)
J. B. McLees, County Clerk
and ex officio Clerk of the Board of Supervisors
By Mr. Nasland, Deputy

SAN DIEGO COUNTY WATER AUTHORITY
By J. Burkholder
General Manager and Chief Engineer

Attest: (SEAL)
ELEANOR LONGFELLOW
Executive Secretary

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between City of San Diego and The Metropolitan Water District of Southern California; being Document No. 371046.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 24 day of February, 1947, 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 COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,
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,

W I T N E S S E T H:

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, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description
(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
CHOATE'S ADDITION: Lots 6, 7, 8, 9, 10, 11, 12, Block 109	6/29/31	12603	7/1/36	669
VALLE VISTA TERRACE: Villa Lot 366 (exc. N 64 ft.)	6/29/32	39903	7/1/37	3434
NORDICA HEIGHTS: Lots 11 and 12, Block 1	6/29/29	77116	8/1/34	11681
NORDICA HEIGHTS NO. 2: Lots 7, 8, 9, 10, Block 13	6/30/28	29712	9/1/33	4634

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 Feb. 24, 1947 (As of date of Execution of Agreement)	2nd Payment Feb. 24, 1948 (Anniversary Date of Agreement)	3rd Payment Feb. 24, 1949 (2nd Anniversary Date of Agreement)	Final Payment (Upon Exercise of Option)
CHOATE'S ADDITION: Lots 6, 7, 8, 9, 10, 11, 12, Block 109,	\$.50 ea.	\$.50 ea.	\$.50 ea.	\$10.00 each.
VALLE VISTA TERRACE: Villa Lot 366 (exc. N 64 ft.)	\$2.50	\$2.50	\$2.50	\$150.00
NORDICA HEIGHTS: Lots 11 and 12, Block 1,	\$.50 ea.	\$.50 ea.	\$.50 ea.	\$5.00 each
NORDICA HEIGHTS NO. 2: Lots 7,8,9,10,Block 13,	\$.50 ea.	\$.50 ea.	\$.50 ea.	\$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; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

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 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 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 is given to 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 24 day of February, 1947, 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. 84962, adopted January 7, 1947, the day and year in this agreement first above written.

(SEAL)
ATTEST: J. B. McLees, County Clerk
and Ex-officio Clerk of the
Board of Supervisors
By J. MILLER
Deputy

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,
By DeGRAFF AUSTIN
Chairman, Board of Supervisors.

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, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated Feb 18 1947

SAM A. CLAGGETT
Tax Collector of the County of San Diego,
State of California.

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.

Dated March 4th, 1947.

Approved as to form
Date 2/19, 1947.
JAMES DON DELLER, District Attorney
in and for the County of San Diego,
State of California.
By CARROLL H. SMITH
Deputy.

THOMAS H. KUCHEL
Controller of the
State of California
By BERT FOSTER (SEAL)
Deputy

J. F. DuPAUL, City Attorney.
By THOMAS J. FANNING
Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax Deeded Lands from County Supervisors Choates Addition, Valle Vista Terrace and Nordica Heights; being Document No. 371056.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

LEASE

THIS AGREEMENT, made and entered into this 18th day of March, 1947, 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 HAZARD AND CULNAN, a co-partnership composed of R. E. Hazard and Edgar B. Culnan, hereinafter called the "Lessee", WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Pueblo Lot 1101 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Map thereof made by James Pascoe in 1870, a copy of which Map was filed on May 14, 1921 in the Office of the County Recorder of San Diego County, and is known as Miscellaneous Map No. 36; excepting that part of Pueblo Lot 1101 described as follows:

Beginning at the northeasterly corner of said Pueblo Lot 1101; thence southeasterly along the northeasterly line of said Pueblo Lot, a distance of 238.5 feet to a point; thence southwesterly and parallel with the northwesterly line of said Pueblo Lot, to a point on the southwesterly line of said Pueblo Lot; thence northwesterly along said southwesterly line, a distance of 223 feet to the northwesterly corner of said Pueblo Lot; thence northeasterly along said northwesterly line, a distance of 933.7 feet, more or less, to the point of beginning;

Also excepting therefrom any portion thereof shown as included within the boundaries of Old San Diego on the aforesaid Map, and on the Map of Old San Diego made by James Pascoe in 1870, and on the Map of the Pueblo Lands of San Diego made by Charles H. Poole in 1856.

For a term of five (5) years, beginning on the 1st day of March, 1947, and ending on the 28th day of February, 1952, at the following rentals: Three Hundred Dollars (\$300.00) 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 use of a riding ring in connection with stables maintained on property commonly known as the "Isolation Hospital" only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 3184 (New Series), and amendments thereof.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving thirty (30) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. It is 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.

Eleventh. 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. 3357 (New Series) of the ordinances of The City of San Diego, authorizing such execution, and said Lessee has caused this instrument to be properly executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

HAZARD AND CULNAN, a co-partnership,
By E. B. CULNAN

I HEREBY APPROVE the form and legality of the foregoing Lease this 12th day of March, 1947.

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 Hazard and Culnan for Portion of Pueblo Lot 1101; being Document No. 371057.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 5th day of March, 1947, 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 the party of the second part for certain services in connection with condemnation suits for the acquisition of lands for the Mission Bay Recreation development, which contract is contained in Document No. 361026, on file in the office of the City Clerk of said City, and which said contract was extended for a period of four months, pursuant to Resolution No. 84399, adopted October 22, 1946; and

WHEREAS, the City desires to extend said contract for an additional period of six (6) months from and after March 5, 1947, for certain services in connection with condemnation suit for the acquisition of lands for an airport, and other condemnation suits, and said party of the second part 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, 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 further period of six (6) months, upon the same terms and conditions as provided in said contract; provided, however, that said services shall include services in connection with condemnation suit for the acquisition of lands for an airport, and other condemnation suits.

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. 85167, 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.

EARL F. BRIZENDINE
Second Party.

I hereby approve the form and legality of the foregoing Agreement this 5th day of March, 1947.

J. F. DuPAUL
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Earl F. Brizendine to extend contract for Services re Mission Bay Recreation Development Condemnation; being Document No. 371079.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Pasquale Di Battista Owner, and The City of San Diego, dated January 11th, 1947, recorded in the office of the Recorder of San Diego County, California, on January 30, 1947, Under file number 11421, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this 20 day of March, A.D. Nineteen Hundred and Forty Seven before me Fred W. Sick, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires May 18, 1947.

RECORDED MAR 27 1947 15 Min. Past 10 A.M. in Book 2366 at Page 342 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Satisfaction of Contract from City of San Diego to Pasquale Di Battista; being Document No. 371041.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Mary M. Cook Owner, and The City of San Diego, dated October 3rd, 1946, recorded in the office of the Recorder of San Diego County, California, on October 16, 1946, in Book 2259, Page 285, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 20 day of March, A.D. Nineteen Hundred and Forty Seven before me Fred W. Sick, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires May 18, 1947.

RECORDED MAR 27 1947 15 Min. Past 10 A.M. in Book 2366 at Page 353 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Satisfaction of Contract from City of San Diego to Mary M. Cook; being Document No. 371042.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between R. E. Brae Owner, and The City of San Diego, dated January 11th, 1947, recorded in the office of the Recorder of San Diego County, California, on January 23, 1947, Under File Number 7848, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 20 day of March, A.D. Nineteen Hundred and Forty Seven before me Fred W. Sick, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires May 18, 1947.

RECORDED MAR 27 1947 15 Min. Past 10 A.M. in Book 2366 at Page 364 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Satisfaction of Contract from City of San Diego to R. E. Brae; being Document No. 371043.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener 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 owner of Lot 34 to 36 inc., Block 9, of La Jolla Park.

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of January, 1947, by The Union Ice Company. We will, for and in consideration of the permission granted to remove 2 - 16 foot Sections of curbing on 7530 Fay Avenue between Pearl and Kline adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

THE UNION ICE COMPANY
By P. W. EASTON
V.P.

CORPORATION ACKNOWLEDGMENT

STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES }

On this day March 14th, A.D. Nineteen Hundred and Forty-seven, before me Evalyn McCombs, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. W. Easton and _____, known to me to be the Vice 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 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 San Diego,
State of California.
My Commission Expires Apr. 26, 1949

RECORDED MAR 27 1947 15 Min. Past 10 A.M. in Book 2366 at Page 341 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
H. KNIGHT
Copyist County Recorder's Office, S. D. County, Calif.

I hereby approve the form of the foregoing agreement this 19 day of Mar. 1947.
J. F. DuPAUL
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from The Union Ice Company to City of San Diego; being Document No. 371045.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schinner Deputy

KNOW ALL MEN BY THESE PRESENTS, That JOHNS MANVILLE SALES CORPORATION, a corporation, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE THOUSAND THREE HUNDRED SEVENTY-THREE and no/100 Dollars (\$5,373.00), lawful money of the United States of America, to be 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 March, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

2000 ft. 4" Class 150 transite pressure pipe
18685 ft. 6" ditto
2000 ft. 8" ditto

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:
DON L. HINIMAN

JOHNS MANVILLE SALES CORPORATION
By PAUL KRIKSCUS
Asst. District Engineer Principal.

(SEAL) UNITED STATES GUARANTEE COMPANY
By A. A. CHRISTIAN
Surety

STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES }

On this 17 day of March, in the year nineteen hundred and 47, A.D., before me, Delorus E. Clark, 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 Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year in this certificate first above written.

(SEAL)

DELORUS E. CLARK
Notary Public in and for the County of Los Angeles,
State of California
My Commission expires July 9, 1948

I hereby approve the form of the within Bond, this 17th day of March, 1947.

J. F. DuPAUL City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 21st day of March 1947

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 17th day of March, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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:

2000 ft. 4" Class 150 Transite pressure pipe
18585 ft. 5" " " " " "
2000 ft. 8" " " " " "

in accordance with the specifications therefor filed in the office of the City Clerk of said City under Document No. 359509.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

2000 ft 4" Class 150 Transite pressure pipe @ \$0.505 ft.	\$ 1,212.00
18585 ft 5" " " " " " @ \$0.943 "	17,519.95
2000 ft 8" " " " " " @ \$1.329 "	2,658.00
	<u>\$21,489.95</u>

Said prices do not include the California State Sales Tax.

Delivery f.o.b. Kettner and Vine Streets, San Diego, California.

Said contractor agrees to make delivery of said pipe at the rate of 52 tons in March, 71 tons in April and the balance in May and June, all 1947, subject to delays or defaults beyond contractor's control, including, but not limited to, armed conflict or economic dislocation resulting therefrom, embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties, civil disorders of any kind, action of any civil or military authorities (including priorities and allocations) fires, floods and accidents.

All orders accepted by contractor are subject to its ability to ship, and in the event contractor is unable to make shipment within sixty (60) days the City will be invoiced at the prices in effect at time of shipment; provided, however, that if there is an increase in price made effective by the manufacturer prior to date of shipment the contractor will give notice of such increase to the City and allow the City to cancel this contract if it elects so to do; provided, however, that any increases to the City, allowed under above conditions, shall not exceed 15% of the price quoted to the City.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Twenty-one Thousand Four Hundred Eighty-nine and 95/100 Dollars (\$21,489.95), exclusive of California State Sales Tax.

Payment for said pipe will be made in accordance with purchase and order and delivery.

Contractor reserves the right to make shipment in advance of the delivery dates hereinabove specified.

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. 85334 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.

JOHNS-MANVILLE SALES CORPORATION
By PAUL KRIKSCUS
Asst. District Engineer Contractor.

ATTEST:
DON L. HINIMAN

I hereby approve the form and legality of the foregoing contract this 17th day of March, 1947.

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 for furnishing Class 150 Transite Pressure Pipe; being Document No. 371085.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of February, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager hereof, hereinafter referred to as the "City", party of the first part; and LEO VOLZ, 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 Administration Building; and

WHEREAS, Leo Volz owns and operates The Point Loma Pharmacy and The Loma Portal Pharmacy, the location of both said pharmacies being suitable and convenient locations within the city for the collection of water bills, and said Leo Volz is willing to act as a collector for the City in collecting 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 contract with Leo Volz, an independent contractor, to collect and receive payment of City water bills on behalf of the City and to issue receipts for such payments thereof.

The party of the second part agrees faithfully to perform the duties of collecting payments on said water bills and to account for all money collected to the Treasurer of the City, turning all money 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 service, 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 30th day of June, 1947.

IN WITNESS WHEREOF, this contract is executed by the City, acting by and through the City Manager of said City, pursuant to and under Resolution No. 85299 of the Council authorizing such execution, and the party of the second part has caused this instrument to be executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager

LEO VOLZ
Party of Second Part

I HEREBY APPROVE the form of the foregoing Agreement this 11th day of February, 1947.

J. F. DuPAUL, City Attorney,
By EDWARD H. LAW
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Leo Volz for Collecting City Water Bills; being Document No. 371086.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 20th day of March, 1947, 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, and DR. HAROLD A. THOMPSON, a resident of The City of San Diego, WITNESSETH:

I.

Said Dr. Harold A. Thompson hereby agrees to act as Bacteriologist for and to furnish the necessary laboratory services and facilities to the Department of Public Health of The City of San Diego and the County of San Diego, incidental to and in connection with the furnishing to said department of pathological and bacteriological analysis of food, milk and cream; laboratory diagnoses of rabies; gonococcus cultures and diagnoses in operation of the Venereal Disease Clinic; agglutination tests for typhoid, typhus and other diseases; urinalysis; tests for Rh factors; examination of stools, and similar services and duties as may be required by the Director of Health for said City of San Diego.

II.

The City of San Diego hereby agrees to purchase and furnish all laboratory supplies, exclusive of capital outlay expenditures, that are necessary and incidental to the performance of the services referred to herein.

III.

As consideration for the foregoing The City of San Diego agrees to pay the said Dr. Harold A. Thompson for said services and facilities the sum of six hundred dollars (\$600.00) per month, upon the presentation of the proper invoices and claims for said services and facilities.

IV.

It is further agreed that this agreement shall be in effect from April 1, 1947 for the month of April, and same shall terminate on May 1, 1947.

V.

This agreement is entered into by the City of San Diego pursuant to the power of the City Manager under Section 28 of the City Charter to employ experts or consultants to perform work or give advice connected with the departments of the City when such work or advice is necessary in connection therewith. It is understood and agreed between the parties hereto that the said Dr. Harold A. Thompson is acting as an independent contractor, and that he is not an employee of the City of San Diego, either Classified or Unclassified, and that he has no rights or benefits, and by the execution of this agreement said Dr. Harold A. Thompson expressly waives any rights or benefits under the City Employees' Retirement System.

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 resolution of the Council authorizing such execution, and the said second party has hereunto subscribed his name the day and year first hereinabove written.

(Signed) THE CITY OF SAN DIEGO
By F. A. RHODES City Manager
(Signed) H. A. THOMPSON

I hereby approve the form and legality of the foregoing Agreement this 21 day of March 1947.

J. F. DuPAUL
City Attorney
By MOREY S. LEVENSON
Assistant 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, Bay Shore Motors, a corporation is the owner of Lot 1 and 2, Block 5, of Middle town Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of March, 1947, by _____ We will, for and in consideration of the permission granted to remove 15 feet of curbing on India between B and C Streets and adjacent to the above described property, bind us to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves 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.

BAY SHORE MOTORS
By P. E. FRAZIER (SEAL)
Vice-President
Attest:
H. J. SIEGLE
(Secretary)

CORPORATION ACKNOWLEDGMENT

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO)

On this day 20th, A.D. Nineteen Hundred and Forty Seven, before me June Lieuwen, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. E. Frazier - Vice President, and H. J. Siegle, Secretary, known to me to be the Vice 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) JUNE LIEUWEN
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires April 13, 1947

I hereby approve the form of the foregoing agreement this 24th day of March, 1947.

J. F. DuPAUL City Attorney
By HARRY S. CLARK
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Dr. Harold A. Thompson for Laboratory Services and Facilities; being Document No. 371087. FRED W. SICK, City Clerk of the City of San Diego, California.

RECORDED MAY 27 1947 15 Min. Past 10 A.M. in Book 2366 at Page 352 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Bay Shore Motors to City of San Diego; being Document No. 371129.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, J. M. Floyd has leased from The City of San Diego certain lands, more particularly described in said lease, on file in the office of the City Clerk of said City of San Diego, under Document No. 350961; and said J. M. Floyd desires to assign said lease to APEX MATERIAL CO. INC., a corporation organized and existing under and by virtue of the laws of the State of California, and said corporation desires to accept said assignment and to assume all the obligations and liabilities which exist or may rise under said lease; and The City of San Diego has given its consent to said assignment by Resolution No. 85101 of the Council of said City of San Diego; NOW, THEREFORE,

IT IS HEREBY AGREED that said J. M. FLOYD does hereby assign and transfer to said APEX MATERIAL CO. INC. all his rights under said lease; and that said APEX MATERIAL CO. INC. does hereby accept said assignment and assume all obligations and liabilities which now exist or may arise under the terms of said lease; and said J. M. Floyd does hereby agree to hold the City of San Diego harmless against any and all loss and/or liability which may arise out of any failure of said Apex Material Co. Inc., to perform, fully and promptly, any or all of the terms and conditions of the said lease; and upon the foregoing terms only; The City of San Diego does hereby consent to the said assignment of said lease.

IN WITNESS WHEREOF, this agreement and assignment is executed this 12 day of March, 1947, by said J. M. Floyd, and by said Apex Material Co. Inc., by its President duly authorized thereto by said corporation, and by The City of San Diego by its City Manager, as authorized by Resolution No. 85101 of the Council of said City.

(SEAL)
ATTEST:
CHAS. L. HOSKINS
Sec'y-Treas.

APEX MATERIAL CO. INC.,
By J. M. FLOYD
President

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 21st. day of March, 1947.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Apex Material Co. to City of San Diego; being Document No. 371138.
J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

PROJECT AGREEMENT - 1945-47 BIENNIUM

SIXTH 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 fifth 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 December 31, 1946, and by the department January 17, 1947, providing for the work described herein as projects 48, and 55 to 60, inclusive; 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 61;

NOW, THEREFORE, it is mutually agreed by and between the city and the department that said agreement be amended as follows:

ARTICLE I. PROJECTS

The projects and the estimated expenditures therefor as listed hereinafter constitute the work included in this agreement:

Project	Location	Miles	Description	Amount	
				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 funds)	
	Route 77 (new location)	0.55	July 1, 1945, to		
	Route 200	5.37	June 30, 1947		
	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:

		General maintenance,		
	Route 2	21.43	July 1, 1945 to	\$37,500.00
	Route 200	0.38	June 30, 1947	500.00
	Route 2	21.43		400.00
	Route 12	14.87	Maintain signs	300.00
	Route 77	1.78		75.00
	Route 200	5.75		150.00
56	El Cajon Blvd., Rt. 12, from Euclid Ave. to east city limits	3.2	Surveys and plans	12,000.00
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
			Construction	15,000.00
				\$18,000.00
				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
60	Harbor Drive, Rt. 2, at Switzer Canyon Overpass near Tenth St.	0.19	Redeck overpass	
			Surveys and plans	2,000.00
			Construction	55,000.00
61	Harbor Drive, Rt. 2, at Crosby St.		Install traffic signals	3,100.00
				3,100.00
			Totals	\$400,225.00
				\$41,100.00

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, 59, and 60.

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 city will construct or cause to be constructed by or under its direct supervision the improvements described in project 61 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 61 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.

No contract may be awarded by the city until the approval of the department has been obtained. A summary of the bids received shall be forwarded promptly to the department by the city.

Any city-owned equipment used for the work described in project 61 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 48, 58, 59, and 60 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, 59, and 60 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, 59, and 60 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	459,200.00
Total	\$639,067.23

The amount of \$400,225.00 is programmed to defray the cost of the work described in Article I and, in addition, the amount of \$41,100.00 is to be contributed from 1/4 cent 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 hereby delegates to the city the expenditure of the funds provided herein to defray the cost of the work described in project 61.

As the work progresses on project 61, the department will forward warrants to the proper city officials for work already accomplished. Payment will be made upon receipt of detailed statement of expenditures made by the city until the State's obligations as set forth herein, after deducting any expenditures made or to be made by the department for projects 48, 55(b), 56, 57, 58, 59, and 60 are fully discharged; provided that payment in advance of actual

apportionment of gas tax revenue by the State Controller shall not exceed the amount estimated to accrue for expenditure within the city during the biennium ending June 30, 1947, as such estimate may be corrected from time to time, less a reasonable proportion to provide for unforeseen decreases in gas tax revenue.

The department will pay the cost of the work described in projects 48, 55(b), 56, 57, 58, 59, and 60 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).

Within sixty days after completion of each item of the budget described in project 61, the city shall submit to the department a final report of expenditures made for such work.

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, 59, and 60, the department shall submit to the city a final report of expenditures made for such work.

ARTICLE IX. 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 11th day of March, 1947, and the department on the 21st day of March, 1947.

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. G. 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 Sixth Supplemental Memorandum of Agreement for Expenditure of 1/4 Cent Gas Tax for State Highways; being Document No. 371227.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schinner Deputy

PROJECT AGREEMENT - 1947 FISCAL YEAR

THIRD SUPPLEMENTAL MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the city, and the Department of Public Works of the State of California, hereinafter referred to as the department,

WITNESSETH, THAT, WHEREAS, a second supplemental 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 December 10, 1946, and by the department December 25, 1946, providing for the work described herein as projects 13 to 17, inclusive; and

WHEREAS, the city now desires that said agreement be amended and has submitted to the department a supplemental budget to reduce the funds budgeted for project 14 and provide funds for additional work described herein as projects 18 and 19;

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 (additional amount)	3,000.00	
	(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	324.43	
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
18	Wabaska Drive from Evergreen St. via McCauley St., Wabaska Drive, Tennyson St. and Wabaska Dr. to Voltaire St.	0.92	Acquire right of way	\$45,000.00	
19	Harbor Drive, Rt. 2, at Crosby St.		Install traffic signals	3,100.00	3,100.00
Totals				\$339,324.43	\$37,800.00

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), 15, and 17.

ARTICLE IV. RIGHT OF WAY

The right of way designated in projects 13(b) and 18 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 projects; 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 improvements described in projects 15 and 19 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 projects 15 and 19 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 projects 15 and 19 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	575,522.17
Estimated to accrue during the fiscal year ending June 30, 1947	<u>301,010.00</u>
Total	\$883,336.14

The amount of \$339,324.43 is budgeted to defray the cost of the work described in Article I, and in addition the amount of \$37,800.00 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), 15, 18, and 19.

As the work progresses on project 13(b) 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 amount of \$103,318.65 previously paid to the city remains unexpended in the city's special gas tax street improvement fund and from such funds the city will finance the work budgeted herein under projects 15, 18, and 19.

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 for the projects listed in Article I must not be exceeded, and no moneys may be expended by the city from the special gas tax street improvement fund 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), 15, 18, and 19, 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 11th day of March, 1947, and the Department on the 21st day of March, 1947.

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

Approved as to form
and procedure:
C. C. CARLETON
Chief Attorney

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
By J. G. STANDLEY
Principal Assistant Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Third Supplemental Memorandum of Agreement for Expenditure of 1/4 Cent Gas Tax for Streets of Major Importance; being Document No. 371228.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

UNDERTAKING FOR STREET LIGHTING.

Garnet Street Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE TRAVELERS INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIXTY DOLLARS (\$60.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24 day of March, 1947.

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 GARNET STREET, between the westerly line of Cass Street and the easterly line of Ocean Boulevard, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)

ATTEST:

R. C. CAVELL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales
Principal.

(SEAL)

THE TRAVELERS INDEMNITY COMPANY
By FRANKLIN T. HALE Attorney-in-Fact
Surety.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 24th day of March, 1947, before me personally came Franklin T. Hale 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 he name thereto by like authority.

(SEAL)

FRANCES S. BOWERS
Notary Public
My Commission expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 27th day of March, 1947.

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. 85417 passed and adopted on the 11th day of March, 1947, require and fix the sum of \$60.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Garnet Street Lighting District No. 1

THIS AGREEMENT, made and entered into this 1st day of April, 1947, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter

mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of certain ornamental street lights located on or along the following street in the City of San Diego, California, to-wit:

GARNET STREET, between the westerly line of Cass Street and the easterly line of Ocean Boulevard.

Such furnishing of electric current shall be for a period of one year from and including January 30, 1947, to-wit: to and including January 29, 1948.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Garnet Street Lighting District No. 1", filed December 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 Forty Dollars (\$240.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Garnet Street Lighting District No. 1 Fund".

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Hundred Forty Dollars (\$240.00) shall be paid out of any other fund than said special fund designated as "Garnet Street Lighting District No. 1 Fund".

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Hundred Forty Dollars (\$240.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" 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
VINCENT T. GODFREY
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 27th day of March, 1947.

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 Garnet Street Lighting District No. 1; being Document No. 371271.

FRED W. SICK
City Clerk of the City of San Diego, California
By J. H. McKinney Deputy

UNDERTAKING FOR STREET LIGHTING.

Sunset Cliffs Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Travelers Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED SEVENTY-SEVEN and no/100 DOLLARS (\$177.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of March, 1947.

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 POINT LOMA AVENUE, ADAIR STREET, TIVOLI STREET, GRANGER STREET, OSPREY STREET, ALHAMBRA STREET, DEVONSHIRE DRIVE, EBERS STREET, FROUDE STREET, GUIZOT STREET, SANTA BARBARA STREET and NOVARA STREET, within

the limits and as particularly described in Resolution of Intention No. 84302, adopted by the Council of said City October 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.

(SEAL)
THE TRAVELERS INDEMNITY COMPANY
By FRANKLIN T. HALE, Attorney-in-Fact.
Surety.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 19th day of March, 1947, before me personally came FRANKLIN T. HALE 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.

FRANCES S. BOWERS
Notary Public
My Commission expires August 17, 1950

(SEAL)

I hereby approve the form of the foregoing Undertaking this 27th day of March, 1947.

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. 85348 passed and adopted on the 4th day of March, 1947, require and fix the sum of \$177.00 as the penal sum of the foregoing Undertaking.

(SEAL)
FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Sunset Cliffs Lighting District No. 1

THIS AGREEMENT, made and entered into this 1st day of April, 1947, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned.

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of certain ornamental street lights located on or along the following streets in the City of San Diego, California, to-wit:

POINT LOMA AVENUE, between the center line of Santa Barbara Street and the northeasterly prolongation of the northwesterly line of Lot 16, Block 4, Sunset Cliffs;

ADAIR STREET, between the center line of Santa Barbara Street and the southwesterly prolongation of the northwesterly line of Lot 21, Block 4, Sunset Cliffs;

TIVOLI STREET, between the center line of Santa Barbara Street and the center line of Devonshire Drive;

GRANGER STREET, between the center line of Novara Street and the center line of Devonshire Drive;

OSPREY STREET, between the center line of Novara Street and the center line of Devonshire Drive;

ALHAMBRA STREET, between the center line of Novara Street and the center line of Devonshire Drive;

DEVONSHIRE DRIVE, between the center line of Adair Street and the easterly prolongation of the northerly line of Lot 8, Block 21, Sunset Cliffs;

EBERS STREET, between the northwesterly prolongation of the northeasterly line of Lot 25, Block 3, Sunset Cliffs, and the center line of Adair Street;

FROUDE STREET, between the southeasterly prolongation of the northeasterly line of Lot 34, Block 3, Sunset Cliffs, and the southeasterly prolongation of the southwesterly line of Lot 1, Block 20, Sunset Cliffs;

GUIZOT STREET, between the southeasterly prolongation of the northeasterly line of Lot 20, Block 2, Sunset Cliffs, and the southeasterly prolongation of the southwesterly line of Lot 1, Block 19, Sunset Cliffs;

SANTA BARBARA STREET, between the northeasterly line of Point Loma Avenue and the westerly production of the southerly line of Lot 12, Block A, Riviera Villas; and

NOVARA STREET, between the westerly line of Santa Barbara Street and the southeasterly production of the northeasterly line of the Alley in Block 18, Sunset Cliffs.

Such furnishing of electric current shall be for a period of one year from and including January 15, 1947, to-wit: to and including January 14, 1948.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Sunset Cliffs Lighting District No. 1", filed December 7, 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 Seven Hundred Five Dollars (\$705.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Sunset Cliffs Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that

in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Seven Hundred Five Dollars (\$705.00) shall be paid out of any other fund than said special fund designated as "Sunset Cliffs Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Seven Hundred Five Dollars (\$705.00).

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
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
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 27th day of March, 1947.

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 Sunset Cliffs Lighting District No. 1; being Document No. 371272.

FRED W. SICK
City Clerk of the City of San Diego, California
By J. H. McKinney Deputy

BOND NO. 54510

KNOW ALL MEN BY THESE PRESENTS, That ECONOLITE CORPORATION, a corporation, as Principal, and NATIONAL AUTOMOBILE AND CASUALTY INSURANCE 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 SIX HUNDRED and no/100 DOLLARS (\$600.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, ~~(and the said Surety hereby binds itself, its successors and assigns)~~ jointly and severally, firmly by these presents

Signed by us and dated this 20th day of March, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

10 - Traffic controllers and housings

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)

ECONOLITE CORPORATION
By ARTHUR W. LOOMIS Pres.
Principal.

(SEAL)

NATIONAL AUTOMOBILE AND CASUALTY
INSURANCE CO.
Surety.

By LLOYD H. JOHNSTON
Attorney-in-Fact

STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES }

On this 20th day of March, in the year 1947, before me, Lorraine G. Winston a Notary Public in and for said County and State, personally appeared Lloyd H. Johnston known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the NATIONAL AUTOMOBILE AND CASUALTY INSURANCE CO., and acknowledged to me that he subscribed the name of the NATIONAL AUTOMOBILE AND CASUALTY INSURANCE CO., thereto as principal, and his own name as Attorney-in-Fact.

(SEAL)

LORRAINE G. WINSTON
Notary Public in and for Said County and State.

I hereby approve the form of the within Bond, this 24th day of March, 1947.

J. F. DuPAUL

City Attorney.

By J. H. McKINNEY

Deputy City Attorney.

I hereby approve the foregoing bond this 24th day of March, 1947.

F. A. RHODES

City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 20th day of March, 1947; by and between 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 ECONOLITE CORPORATION party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 10 - traffic controllers and housings, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 359005

Said contractor hereby agrees to furnish and deliver said traffic controllers and housings at and for the following price, to-wit:

10 - traffic controllers and housings @ \$240.00 ea	\$2400.00
California State Sales Tax @ 2-1/2%	60.00
	\$2460.00

If the manufacturer makes general increases to the trade in the price of the product, any such increases in price made effective by the manufacturer prior to date of shipment may be added to the price quoted by the bidder to the City, after first giving notice of such increase to the City and furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, 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 by the City.

Said contractor agrees to make delivery of said product within eight (8) weeks of receipt of purchase order.

Said City, in consideration of the furnishing and delivery of said product 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 Two Thousand Four Hundred Sixty Dollars (\$2,460.00), inclusive of California State Sales Tax.

Payment for said product 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. 85333 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)

ECONOLITE CORPORATION
By ARTHUR W. LOOMIS
Contractor.

I hereby approve the form and legality of the foregoing contract this 24th day of March, 1947.

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 Econolite Corporation for Furnishing 10 Traffic Controllers and Housings; being Document No. 371274.

FRED W. SICK
City Clerk of the City of San Diego, California.
By _____ Deputy.

DIVISION OF HIGHWAYS
ENCROACHMENT PERMIT

The City of San Diego
San Diego, California
Att: F. A. Rhodes, City Mgr.

San Diego, California
March 13, 1947

In compliance with your request of Mr. 7, 1947 and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form

PERMISSION IS HEREBY GRANTED to install and maintain a traffic actuated signal system, as per attached plans and specifications, on State Highway SD-2-SD (Harbor Drive South) at the intersection of Crosby Street in the City of San Diego, Station 157 (See Proj. #61-Memo of Agreement 1/4 S.H.F. and Proj. #19-Memo of Agreement 1/4 C.S.F.)

Installation shall include traffic islands and additional paving as per plan (drawing SD-2-SD-129).

Conduit shall be installed by jacking and there shall be no breaking out or disturbance of State Highway pavement.

All work shall be done in accordance with applicable State Highway Standard Specifications dated April 1945 and in conformance with State Highway practice on similar traffic signal installations.

Adequate provision shall be made to warn and direct traffic during construction operations.

Permittee shall maintain signals in operating condition at all times.

All work, materials, methods and warning and safety devices shall be equal to State practice and satisfactory to a representative of 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 Aug. 1, 1947

CC:GTM:HSC:MM:RBL:Perm:Extra

APPROVED:

C. H. PURCELL, Director of Public Works

By FRED GRUMM

Asst. State Highway Engineer

Department of Public Works
DIVISION OF HIGHWAYS

G. T. McCoy

State Highway Engineer

By R. L. BEUTHEL

Dist. 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 Signal System on Harbor Drive, south of Crosby Street; being Document No. 371281.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

LEASE

THIS AGREEMENT, made and entered into this 31st day of March, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager, as Lessor, and BIG SISTER LEAGUE, a corporation, as Lessee, WITNESSETH:

That the City, Lessor as aforesaid, does by these presents lease, demise and let unto the said Lessee, upon the terms and conditions hereinafter recited, that certain dwelling house located on Lot A, Block 220, Horton's Addition, in The City of San Diego, County of San Diego, State of California, known as 1769 Front Street, for the term of three (3) years, beginning on the 1st day of April, 1947, and ending on the 31st day of March, 1950, at a rental of Five Dollars (\$5.00) per year, payable in advance, on the 1st day of April of each year during said term.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee hereby covenants and agrees to and with the Lessor fully to observe, keep and perform.

(1) That the above-described premises are leased to said Lessee for the purpose of establishing and maintaining a temporary shelter for worthy needy girls and women, and for no other purpose or purposes.

(2) That this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises without the consent in writing of the Council of said City.

(3) That the Lessee accepts the premises in the condition that the same now are, and that the Lessor shall not be required to make any repairs, alterations or improvements of any character whatsoever thereto or thereupon.

(4) That the Lessee shall pay all charges for water and other utilities used on said leased premises.

(5) That the Lessee shall maintain the leased premises in good repair and tenantable condition during the continuance of this lease, and shall at the expiration of this lease surrender the same to the Lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

(6) That the Lessee shall, during the continuance of this lease, carry fire insurance in the sum of not less than \$2000.00 insuring The City of San Diego against any loss or damage because of fire occurring on said premises.

(7) The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

(8) That in case of a violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

(9) It is expressly agreed by the parties hereto that this lease may be terminated at any time herein by either party giving the other sixty (60) days' notice in writing.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the Lessee has caused this instrument to be executed by its proper officers thereunto duly authorized this 31st day of March, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager.

BIG SISTER LEAGUE
By FANNIE S. WOODS, Pres.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Big Sister League for dwelling at 1769 Front Street; being Document No. 371335.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF
THE WORK PERFORMED AND MATERIALS FURNISHED
BY R. E. HAZARD & SONS CONTRACTING COMPANY
UNDER ITS CONTRACT FOR THE PREPARATION OF
THE SITE AT RIVERLAWN TO RECEIVE VETERANS'
HOUSING PROJECT CAL-V-4568, 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 R. E. Hazard & Sons Contracting Company under its contract for the preparation of the Site at Riverlawn to receive Veterans' Housing Project Cal-V-4568, in the City of San Diego, California, and which contract is dated November 4, 1946, and is on file in the office of the City Clerk of said City as Document No. 366824, have been performed and furnished to the satisfaction of the City Manager and City Engineer of said City in charge of and having supervision of said work on March 3, 1947.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on April 1, 1947, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by R. E. Hazard & Sons Contracting 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 1st day of April, 1947.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK
City Clerk.

RESOLUTION NO. 85628

WHEREAS, it appears by a communication from Neal D. Smith, City Engineer, approved by the City Manager of The City of San Diego, on file with the City Clerk of said City, that the work performed and materials furnished by R. E. Hazard & Sons Contracting Company, under its contract for the preparation of the Site at Riverlawn to receive Veterans' Housing Project Cal-V-4568, which contract is dated November 4, 1946, and is on file in the office of the City Clerk of said City as Document No. 366824, 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 City 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 R. E. Hazard & Sons Contracting Company under the contract for the preparation of the Site at Riverlawn to receive Veterans' Housing Project Cal-V-4568, 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 1st day of April, 1947, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Blase, Boud, Godfrey

NAYS - Councilmen: None

ABSENT-Councilman: Dail, 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.

(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. 85628 of the Council of the City of San Diego, California, as adopted by said Council April 1, 1947.
FRED W. SICK
City Clerk
By FRANCES T. PATTEN Deputy

RECORDED APR 3 1947 15 Min. Past 9 A.M. in Book 2374 at Page 288 of Official Records, San Diego Co., Cal.
Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

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 Notice of Completion and Acceptance of R. E. Hazard & Sons Contracting Co. Contract on Riverlawn Site - Preparation for Vets' Housing; being Document No. 371470.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty G. Schinner Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 24th day of March, 1947, 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 COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS BOARD OF SUPERVISORS,
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,

W I T N E S S E T H:

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, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and
WHEREAS, said lands are particularly described as follows:

Property Description
(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
Lots A, B, C, Oakemere	6/27/19	45669	8/14/24	1542
Lot D, Oakemere	6/29/29	113046	8/ 1/34	12213

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Traxation 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 Mar. 24, 1947 (As of date of Execution of Agreement)	2nd Payment Mar. 24, 1948 (Anniversary Date of Agreement)	3rd Payment Mar. 24, 1949 (2nd Anniversary Date of Agreement)	Final Payment (Upon Exercise of Option)
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Lots A, B, C, Oakemere	\$1.00 each	\$1.00 each	\$1.00 each	\$10.00 each
Lot D, Oakemere	\$1.00	\$1.00	\$1.00	\$10.00

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; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

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 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 is given to The City of San Diego under the terms and conditions of Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 24th day of March, 1947, 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. 85366, adopted March 4, 1947, the day and year in this agreement first above written.

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,

By DeGRAFF AUSTIN
Chairman, Board of Supervisors.

ATTEST:

J. B. McLees, County Clerk
and Ex-officio Clerk of the
Board of Supervisors
By E. SCHWARTZBERG
Deputy
(SEAL)

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager.

The undersigned, Sam A. Claggett, Tax Collector of the County of San Diego, State of California, pursuant to Chapter 362, Statutes of 1943, and Chapter 409, Statutes of 1943 (Sec. 3794.2, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated March 12, 1947.

SAM A. CLAGGETT
Tax Collector of the County of
San Diego, State of California.

The undersigned, Thomas H. Kuchel, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby approves said agreement.

Dated March 27th, 1947.

Approved as to form
Date March 12, 1947

JAMES DON KELLER, District Attorney
in and for the County of San Diego,
State of California.
By CARROLL H. SMITH
Deputy.

THOMAS H. KUCHEL, Controller
of the State of California.

(SEAL)

By BERT FOSTER
Deputy.

J. F. DuPAUL, City Attorney.
By HARRY S. CLARK
Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax Deeded Lands in Oakmere from County Board of Supervisors; being Document No. 371514.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

KNOW ALL MEN BY THESE PRESENTS, That WATER WORKS SUPPLY COMPANY, a corporation, as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, A municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND TWO HUNDRED EIGHTY-TWO and no/100 Dollars (\$2,282.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of March, 1947.

THE CONDITION OF THE ABOVE 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 - 36" butterfly valve and
- 1 - 42" " " "

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:

N. A. COWAN

(SEAL)

WATER WORKS SUPPLY COMPANY

By C. B. ABBOTT

Principal.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SEAL)

Surety.

By GUERTIN CARROLL

Attorney-in-Fact

Attest G. KEHLENBECK

Attesting Agent

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 31st day of March, A.D. 1947, before me, Peter Tamony, 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.

PETER TAMONY

Notary Public in and for the City and County of San Francisco, State of California.
My Commission Expires Nov. 20, 1947

(SEAL)

I hereby approve the form of the within Bond, this 2nd day of April, 1947.

J. F. DuPAUL

City Attorney.

By B. L. COMPARET

Deputy City Attorney.

I hereby approve the foregoing bond this 2nd day of April, 1947.

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 March, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WATER WORKS SUPPLY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 1 - 36" butterfly valve and
- 1 - 42" butterfly valve;

for Alvarado Regulating Reservoir; all in accordance with the specifications, Instructions and Conditions, and requirements on file in the office of the City Clerk of said City, bearing Document No. 369244; copies of which specifications, instructions and conditions are attached hereto, marked "Exhibit A," and made a part hereof.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

1 - 36" butterfly valve	\$4,152.00
1 - 42" " "	4,973.00
	\$9,125.00

Said prices include the California State Sales Tax.

Said prices are subject to adjustment, in the manner, to the extent and under the circumstances, specified in the Instructions and Conditions annexed hereto.

Said contractor agrees to make delivery from its factory located at Allentown, Pennsylvania, by approximately August 15, 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:

Nine Thousand One Hundred Twenty-five and no/100 Dollars (\$9,125.00), inclusive of the California State Sales Tax.
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. 85398 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:
N. A. COWAN Sec'y

(SEAL)

WATER WORKS SUPPLY COMPANY
By C. B. ABBOTT Pres.
Contractor.

I hereby approve the form and legality of the foregoing contract this 2nd day of April, 1947.

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 Water Works Supply Company for Furnishing Butterfly Valves; being Document No. 371506.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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. H. Robinson is the owner of Lots C and D, Block 40, of New San Diego
NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of April, 1947, by E. H. Robinson that he will, for and in consideration of the permission granted to remove 24 feet of curbing on Union St. between G St. and F 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.

E. H. ROBINSON
1305 Alexandria Dr.

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 7th day of April, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. H. Robinson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

CLARK M. FOOTE Jr.
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires March 17, 1951

I hereby approve the form of the foregoing agreement this 8th day of April, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from E. H. Robinson to City of San Diego; being Document No. 371759.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Sawa Lawreniuk is the owner of Lots E & F, Block 175, of W 1/2 in Horton's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of April by Sawa Lawreniuk that he will, for and in consideration of the permission granted to remove 30 feet of curbing on 14th St and 20' on Market between 14th & 15th Sts. and on the corner of 14th & Market 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.

SAWA LAWRENIUK
1846 F St.

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO

On this 7th day of April, A.D. Nineteen Hundred and 47 before me Avis F. Hill, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Saws Lawreniuk known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego Calif, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

AVIS F. HILL
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the foregoing agreement this 8th day of April, 1947.

J. F. DuPAUL

City Attorney
By HARRY W. CLARK
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Sawa Lawreniuk to City of San Diego; being Document No. 371760.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy.

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between I. L. Minnich Owner, and The City of San Diego, dated February 1st 1947, recorded in the office of the Recorder of San Diego County, California, on February 20th, 1947, under File No. 18377, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO

On this 10th day of April, A.D. Nineteen Hundred and forty-seven before me August M. Wadstrom, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California.

RECORDED APR 17 1947 10 Min. Past 12 P.M. in Book 2380 at Page 135 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 Satisfaction of Contract from City of San Diego to I. L. Minnick; being Document No. 371804.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

A G R E E M E N T - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 32 Block 52 Subdivision Carrs Addition
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Island
WATER MAIN HAS BEEN INSTALLED BETWEEN 27th and 28th
TOTAL AMOUNT TO BE PAID Twenty-five DOLLARS. (\$25.00)
NO. OF EQUAL INSTALLMENTS 5 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 MARIE L. MCCARTHY
SIGNATURE Marie L. McCarthy
ADDRESS 4240 Wightman
San Diego 5, Calif.
DATE Mar. 26, 1947

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO

On this 26th day of March, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marie L. McCarthy 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 17, 1951

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
3/26/47	\$ 5.00	3/26/47	4406
4/26/47	5.00		
5/26/47	5.00		
6/26/47	5.00		
7/26/47	5.00		

RECORDED APR 17 1947 10 Min. Past 12 P.M. in Book 2380 at Page 138 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
F. LEWIS
Copyist 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 Marie L. McCarthy to City of San Diego; being Document No. 371805.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 Sanders is the owner of Lot One, Block 50, of La Jolla Park
NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of April, by George Sanders that he will, for and in consideration of the permission granted to remove 18 feet of curbing on Exchange Pl. between Silverado and Park Row 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.

GEORGE SANDERS
1287 Silverado
La Jolla

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO

On this 3rd day of April, A.D. Nineteen Hundred and Forty Seven before me Fred C. Corey, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George Sanders known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

FRED C. COREY
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the foregoing agreement this 11th day of April, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 17 1947 10 Min. Past 12 P.M. in Book 2380 at Page 159 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
F. LEWIS
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from George Sanders to City of San Diego; being Document No. 371844.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 1st day of April, 1947, by and 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 Company, 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 any and all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of San Vicente Second Pipe Line, extending from San Vicente Reservoir to Lakeside, in the County of San Diego, California, as per Schedules I-a & II, 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 10th day of February, 1947, marked Document No. 359519, 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:

<u>Trade or Occupation</u>	<u>Per Diem Wages 8 Hours</u>
Air Tool Operator (Jackhammerman, Vibrator)	\$ 10.80
Carpenter, Journeyman	13.20
Cement Finisher	14.20
Fireman and Oiler	10.60
Iron Worker, Reinforcing	14.20
Laborer, Unskilled	9.20
Painter, Journeyman	13.20
Plumber	15.00
Powderman	12.00
Power Equipment Operators:	
Air Compressor	11.50
Bulldozer	13.50
Crane, Derrick	15.20
Dragline & Shovel	15.20
Mixer, Skip Type	12.50
Motor Patrol	14.50
Pavement Breaker	13.20
Pumps	11.50
Roller	13.20
Tractor	13.50

Tractor, with Boom Attachments	\$ 13.50
Trenching Machine	14.20
Truck Driver, Less than 5 Tons	9.80
Truck Driver, 5 to 10 Tons	10.00
Truck Driver, 10 to 15 Tons	10.40
Truck Driver, 15 to 20 Tons	11.00
Truck Driver, 20 Tons or more	12.50
Truck Driver, Dump Truck, less than 4 yds.	9.80
Truck Driver, Dump Truck, 4 to 8 yds.	10.00
Truck Driver, Dump Truck, 8 to 12 yds.	10.40
Truck Driver, Dump Truck, 12 to 15 yds.	11.00
Truck Driver, Dump Truck, 15 yds. or more	12.50
Sandblaster (Nozzleman)	12.50
Sandblaster (Pot Tender)	10.50
Welder & Fitter, Pipe Line	15.00
Welder & Fitter's Helper, Pipe Line	10.50

Foreman to receive not less than \$1.40 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.

For overtime, when the same is permitted by law, not less than 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, not less than one and one-half times the above rates.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer thereof be liable for any portion of the contract price.

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies have been engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty (60) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of The City of San Diego, under and pursuant to a resolution authorizing such execution, and the Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council

ATTEST:
FRED W. SICK
City Clerk (SEAL)
AUGUST M. WADSTROM
Deputy

(SEAL) AMERICAN PIPE AND CONSTRUCTION CO.
By ROBERT T. EDWARDS Vice-President
Contractor

ATTEST:
G. CRAWFORD
Assistant Secretary

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph).

I hereby approve the form and legality of the foregoing contract, this 2nd day of April, 1947.

J. F. DuPAUL
City Attorney of The City of San Diego
By B. L. COMPARET
Deputy City Atty.

4875-764-A

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That American Pipe and Construction Company, a corporation, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under 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 eighty-three thousand five hundred thirty-five Dollars (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of March, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish any and all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of San Vicente Second Pipe Line in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 10th day of February, 1947, marked Document No. 368619, 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 26th day of March 1947, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:
G. CRAWFORD
Assistant Secretary

(SEAL)

AMERICAN PIPE AND CONSTRUCTION CO.

Principal
By ROBERT T. EDWARDS
VICE PRESIDENT

ATTEST:
THERESA FITZGIBBONS
Agent

(SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety
By D. E. GORTON
Attorney-in-Fact

Countersigned by
JOHN BURNHAM & CO.
By DONALD C. BURNHAM
Resident Agent

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I hereby approve the form of the within Bond this 2nd day of April, 1947.

J. F. DuPAUL
City Attorney of the City of San Diego.
By B. L. COMPARET
Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 1st day of April, 1947.

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council

ATTEST:
FRED W. SICK
City Clerk (SEAL)
By AUGUST M. WADSTROM
Deputy

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) ss.

On this 26th day of March, 1947, before me, S. M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared D. E. Gorton, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) S. M. SMITH
Notary Public in and for the County of Los Angeles,
State of California.
My Commission Expires Feb. 18, 1950

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That American Pipe and Construction Company, a corporation, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under 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 forty-one thousand seven hundred sixty-eight Dollars, (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and

assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of March, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish any and all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of San Vicente Second Pipe Line, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 10th day of February, 1947, marked Document No. 369619, 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 forty-one thousand seven hundred sixty-eight 00 Dollars (\$341,768.00), 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 26th day of March, 1947, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:
G. CRAWFORD
Assistant Secretary

(SEAL)

AMERICAN PIPE AND CONSTRUCTION CO.
Principal
By ROBERT T. EDWARDS
Vice President

ATTEST:
THERESA FITZGIBBONS
Agent

(SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety
By D. E. GORTON
Attorney-in-Fact

Countersigned
JOHN BURNHAM & CO
By DONALD C. BURNHAM
Resident Agent

STATE OF CALIFORNIA, } ss.
COUNTY OF LOS ANGELES }

On this 26th day of March, 1947, before me, S. M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared D. E. Gorton, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

S. M. SMITH
Notary Public in and for the County of Los Angeles,
State of California.
My Commission Expires Feb. 18, 1950

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 2nd day of April 1947.

J. F. DuPAUL
City Attorney of The City of San Diego
By B. L. COMPARET
Deputy City Atty.

Approved by a majority of the members of the Council of The City of San Diego this 1st day of April 1947.

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council

ATTEST:
FRED W. SICK
City Clerk (SEAL)
By AUGUST M. WADSTROM
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with American Pipe and Construction Company for constructing San Vicente Second Pipe Line San Vicente to Lakeside; being Document No. 371502.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 19th day of March, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager of said City, hereinafter sometimes called the Lessor, and LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT, a quasi municipal corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City, Lessor as aforesaid, does by these presents demise and let unto the Lessee, for a period of ten (10) years, commencing on the 18th day of March, 1947, and ending on the 18th day of March, 1957, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Lessee hereby hires and accepts from the Lessor, upon the terms and conditions and for the uses and purposes hereinafter recited, the cottage, garage and shed known as the "Webb Buildings," located on the westerly portion of Lot 155 of La Mesa Colony, and acquired by The City of San Diego in connection with the Alvarado Filtration Plant, and located on Delaware Avenue, in the County of San Diego, State of California, as shown on the drawing attached hereto File #3616, marked "Exhibit A," and made a part hereof.

In addition to said leased premises, the Lessee shall have the right to use the area immediately adjacent to the cottage, garage and shed, as shown on said drawing attached hereto and marked "Exhibit A," in connection with the operation and maintenance of the Murray Dam by the District's Reservoir Keeper to be stationed at said location; provided, however, that said use shall not interfere with The City of San Diego's operation, maintenance, construction, repair and replacement of the Alvarado Filtration Plant and Appurtenant Works, and that the Lessee shall not at any time use the area in a manner which will interfere with the use and enjoyment thereof by the City in connection with the operation of its works; and the Lessor agrees to carry on his operations in a manner which will not interfere with the normal operations by the Lessee of its works, particularly Murray Dam and Reservoir.

As a consideration for this lease, the Lessee will remove all District-owned buildings in the vicinity of Murray Dam, and which will interfere with the construction, operation and maintenance of the City's proposed Alvarado Filtration Plant and Appurtenant Works.

At the expiration of said ten-year term, if this lease shall not have been terminated or cancelled, and the Lessee shall not be in default of any of the terms and conditions herein contained, the Lessee shall have the right, at its option, to an extension of the term of this lease for an additional ten (10) years, at an annual rental of one dollar (\$1.00).

As a condition of the right to exercise said option for an extension of the term of this lease, Lessee shall notify the City in writing of its intention so to do not less than ninety (90) days prior to the expiration of the original term of this lease. Failure to give such notice shall relieve the City from any obligation to extend such term.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee hereby covenants and agrees to and with the Lessor fully to observe, keep and perform:

(1) That this lease shall not be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises, or any part thereof.

(2) It is understood and agreed that the Lessee accepts the premises in the condition that the same will be at the beginning of the term of this lease, as hereinabove provided.

(3) That the Lessee shall keep the premises in good order and repair, and keep the premises in the immediate vicinity in a neat and clean condition, at its own expense.

(4) That the City shall not be required or obligated to make any repairs or improvements of any character whatsoever thereto, and the Lessee agrees, at its expense, to keep the buildings in good repair and painted in a manner which will make them appear attractive at all times.

(5) That the Lessee shall not keep or permit to be kept by anyone on the premises any article or instrument which the insurance company may deem extra hazardous.

(6) That the Lessee shall be responsible for payment of all water, electric current and gas used on the premises.

(7) That the premises are to be used by the Lessee only for the purposes indicated herein and for no other purpose.

(8) That at the termination of this lease, or any extension thereof, the Lessee shall surrender the said premises to the Lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its City Manager, pursuant to resolution authorizing such execution, and the Lessee has caused this instrument to be executed by its proper officers, and its corporate seal affixed hereto, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
Lessor.
By F. A. RHODES
City Manager.

LA MESA, LEMON GROVE & SPRING VALLEY
IRRIGATION District
Lessee.

Attest:
C. HARRETT

By R. M. LEVY

I hereby approve the form of the foregoing Lease this 3 day of April, 1947.
MOREY S. LEVENSON
Asst. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with La Mesa, Lemon Grove & Spring Valley Irrigation District for Lease on Keeper's Quarters at Murray Reservoir; being Document No. 371562.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

A G R E E M E N T

EXTENDING FOR A PERIOD OF TWO YEARS FROM THE 24th DAY OF FEBRUARY, 1947, THAT CERTAIN AGREEMENT COVERING PUMPING, TRANSPORTATION AND DELIVERY OF CITY OF SAN DIEGO'S WATER THROUGH THE LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT'S SYSTEM.

THIS AGREEMENT, made and entered into this 26th day of March, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereafter known as the "City" and LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT,

a state agency of the State of California, hereafter referred to as "District";

THAT WHEREAS, the said City and the said District entered into an agreement dated February 24, 1944, which said agreement is in the office of the City Clerk, bearing Document No. 347112; and

WHEREAS, it is to the mutual advantage of said City and said District to continue said agreement in force for a period of two years from and after the 24th day of February, 1947, for the reasons outlined in said agreement; NOW, THEREFORE,

In consideration of the matters and things in said agreement bearing Document No. 347112 contained, the parties hereto agree that the terms and conditions of said Document No. 347112 shall remain and continue to be in force for a period of two years from and after the 24th day of February, 1947.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, pursuant to a resolution of the Council authorizing such execution, and the La Mesa, Lemon Grove and Spring Valley Irrigation District has caused this agreement to be executed by its President and Secretary, pursuant to a resolution duly adopted by the Board of Directors of said District authorizing such execution, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

LA MESA, LEMON GROVE AND SPRING VALLEY
IRRIGATION DISTRICT, a State Agency of
the State of California.

By R. M. LEVY
President
By C. HARRITT
Secretary

I hereby approve the form and legality of the foregoing Agreement this 3 day of April, 1947.

J. F. DuPAUL, City Attorney.
By MOREY S. LEVENSON
Asst. City Attorney

STATE OF CALIFORNIA } ss.
County of San Diego

On this 2nd day of April, 1947, before me August M. Wadstrom a Notary Public in and for the County of San Diego, State of California, duly commissioned and sworn, personally appeared F. A. Rhodes, known to me to be the City Manager of The City of San Diego, a municipal corporation, that executed the foregoing instrument, known to me to be the person who executed the said instrument on behalf of the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego, State of California, the day and year in this certificate first above written.

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California.
My Commission expires Aug. 6, 1949

(SEAL)

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO

On this 26th day of March, 1947, before me Dorothy Garey, a Notary Public in and for the County of San Diego, State of California, personally appeared R. M. Levy and C. Harritt known to me to be the President and Secretary respectively of the La Mesa, Lemon Grove and Spring Valley Irrigation District, that executed the foregoing instrument, known to me to be the persons who executed the said instrument on behalf of the District therein named, and acknowledged to me that such Irrigation District executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of San Diego, State of California, the day and year in this certificate first above written.

DOROTHY GAREY
Notary Public in and for the County of San Diego,
State of California;
My Commission expires Nov. 12th, 1950

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with La Mesa, Lemon Grove & Spring Valley Irrigation District extending Agreement re Pumping, Transportation & Delivery of Water; being Document No. 371563.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schreiner Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 20th day of March, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager of said City, hereinafter referred to as the first party, and Doctor H. A. Thompson, a resident of The City of San Diego, hereinafter referred to as the second party. WITNESSETH:

I.

From and after the effective date of this agreement, the second party agrees to furnish the necessary laboratory services, facilities and supplies to the Department of Public Health of The City of San Diego, incidental to and in connection with the furnishing to said Department of Public Health the bacteriological diagnoses of all cultures of diphtheria.

II.

In consideration of the foregoing the second party shall receive for such services, facilities and supplies referred to in Paragraph I hereof the sum of twenty-five cents (25¢) for each diagnosis.

III.

It is further understood and agreed that this agreement shall continue in full force and effect until terminated, and that either party may terminate this agreement upon thirty (30) days' written notice.

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 resolution of the Council authorizing

such execution, and the said 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

H. A. THOMPSON
Second Party

I hereby approve the form and legality of the foregoing Agreement this 8 day of April, 1947.

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 Doctor H. A. Thompson for Laboratory Services, etc.; being Document No. 371757.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

KNOW ALL MEN BY THESE PRESENTS, That NUTTALL-STYRIS COMPANY, a co-partnership composed of Jack Nuttall and Herb Styris, 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 FIFTY and no/100 Dollars (\$550.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of April, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

2000 ft 2-1/2" double cotton jacketed rubber lined Underwriters' approved and labeled fire hose,

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.

NUTTALL-STYRIS COMPANY,
a co-partnership
By H. W. STYRIS
Principal

(SEAL)

THE TRAVELERS INDEMNITY COMPANY
Surety
By FRANKLIN T. HALE
Attorney-in-Fact

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 2nd day of April, 1947, before me personally came FRANKLIN T. HALE 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.

(SEAL)

FRANCES S. BOWERS
Notary Public

My Commission expires August 17, 1950

I hereby approve the form of the within Bond, this 7th day of April, 1947.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 8th day of April 1947.

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 March, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and NUTTALL-STYRIS COMPANY, a co-partnership composed of Jack Nuttall and Herb Styris, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to 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:

2000 ft 2-1/2" double cotton jacketed rubber lined Underwriters' approved and labeled fire hose, with National Standard "Pin Lug" type bronze couplings attached and tested at 400# pressure, in 40-50' lengths, in accordance with the specifications therefor on file in the office of the City Clerk under Document No. 369629.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following price, to-wit:

2000' - 2-1/2" fire hose

@ \$1.10 ft

\$2200.00.

Said price includes the California State Sales Tax.

Said contractor agrees to make delivery of said material within two days after receipt of purchase order.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Two Thousand Two Hundred and no/100 Dollars (\$2200.00), inclusive 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. 85335 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.

NUTTALL-STYRIS COMPANY, a co-partnership

By H. W. STYRIS

Contractor.

I hereby approve the form and legality of the foregoing contract this 7th day of April, 1947.

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 Nuttall-Styris Company for furnishing 2000 feet of 2-1/2" fire hose; being Document No. 371790.

FRED W. SICK

City Clerk of the City of San Diego, California

By Betty J. Schriener 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:

Imperial Avenue between 45th St. and 47th St.

To perform the following work. (Describe fully work to be done)

To install a 30" and a 36" water main consisting of a reinforced concrete steel cylinder lock joint pipe.

Pipe to be located at least 17 feet north of the center line of Imperial Avenue.
and as shown on sketch attached:
(Show distance from center line of street to work to be done)
and we agree to comply with the following provisions.

CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager
Civic Center, San Diego, California

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 twenty-four (24) inches. All loose backfill shall be dampened and tamped with a pneumatic tamper to reduce all settlement to a minimum.
Shoring will be required where necessary.
It is expressly understood in the granting of this permit that in case of reconstruction or maintenance of the road by the County, and it becomes necessary to lower or remove the installation that, upon request of the County Road Commissioner, the same shall be lowered, moved, or removed at the expense of the permittee.
If any hard surfacing or oiled surfacing has been removed, damaged, or destroyed by the installation provided herein, the same shall be replaced at the expense of the permittee and as hereinafter specified.
If the Grantor shall so elect, repairs to the paving which has been disturbed shall be made by the employees of the Grantor, and the expense therefor shall be borne by the permittee, who shall purchase and deliver on the road all material necessary for said work as specified by the Road Commissioner. All payments for labor, equipment, etc. employed by the Grantor for or on account of the work required shall be made by said permittee forthwith on receipt of written orders, payrolls, or vouchers approved by the Grantor.
The Grantor will give reasonable notice of its election to make such repairs.
If the Grantor does not so elect, the Grantee shall make such repairs promptly, except where the Grantor elects to make repairs to paving as above provided in this paragraph and except where provisions to the contrary is made by special written agreement.
The Permittee shall indemnify and save the County of San Diego harmless from any damage, cost or expense or claim for damage, cost or expense arising either directly, indirectly, or consequentially from the installation above requested.
This permit is only granted as to any portion of said streets over which the County of San Diego has jurisdiction, and all work shall be done to the complete satisfaction of the County Road Commissioner.

COUNTY ROAD COMMISSIONER
MERILE H. STEVENSON
County Surveyor and Ex-Officio
Road Commissioner
B. P. MOORE
Assistant County Surveyor

PERMISSION TO DO THE ABOVE WORK GRANTED
April 4, 1947

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Encroachment Permit from County Road Commissioner for Commercial Street Pipeline; being Document No. 371801.

FRED W. SICK
City Clerk of the City of San Diego, California

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 31st day of March, 1947, 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 COUNTY OF SAN DIEGO, STATE OF
CALIFORNIA, ACTING BY AND THROUGH
ITS BOARD OF SUPERVISORS,
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,

W I T N E S S E T H:

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, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description

(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
NETTLESHIP TYE TRACT NO. 3: Lot A,	5/29/32	18196	7/1/37	2108
OCEAN BAY BEACH: Lot 1, Block 91,	5/29/29	102721	8/1/34	11938-1/2

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 Mar. 31, 1947 (As of date of Execution of Agreement)	2nd Payment Mar. 31, 1948 (Anniversary Date of Agreement)	3rd Payment Mar. 31, 1949 (2nd Anniver- sary Date of Agreement)	Final Payment (Upon Exercise of Option)
NETTLESHIP TYE TRACT NO. 3: Lot A,	\$ 1.00	\$ 1.00	\$ 1.00	\$ 10.00
OCEAN BAY BEACH Lot 1, Block 91,	1.00	1.00	1.00	10.00

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; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

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 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 is given to 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 31st day of March, 1947, 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. 85510, adopted March 18th, 1947, the day and year in this agreement first above written.

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA,
By DeGRAFF AUSTIN
Chairman, Board of Supervisors.

ATTEST:
J. B. McLEES, County Clerk
and Ex-officio Clerk of the Board of Supervisors
By M. NASLAND
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, Revenue and Taxation Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.

Dated Mar 25 1947.

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 April 8th, 1947.

THOMAS H. KUCHEL, Controller
of the State of California,
By BERT FOSTER
Deputy.

Approved as to form
Date, March 14, 1947.
JAMES DON KELLER, 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.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax-Deeded Lands Nettleship Tye Tract No. 3 and Ocean Bay Beach; being Document No. 371802.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

KNOW ALL MEN BY THESE PRESENTS, That MISSION PIPE & SUPPLY COMPANY, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of CONNECTICUT as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand five hundred seventy-five Dollars (\$2,575.00), lawful money of the United States of America, to be 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 April, 1947.

THE CONDITION OF THE ABOVE 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, for a period of six months commencing April 1, 1947, and ending October 1, 1947, Type 4, Tropic water meters, and connections; in accordance with the plans and specifications, referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:

E. SWIFT TORRANCE, Sec'y
(SEAL)

MISSION PIPE & SUPPLY COMPANY,
By PAUL O. VANCE, Pres.
Principal.

ATTEST:

G. GORDON HURLBURT

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety.
By M. SHANNON
Attorney in Fact

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 7th day of April, before me, Marston Burnham, in the year one thousand nine hundred and forty-seven, 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 8th day of April, 1947.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 10th day of April 1947.

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 April, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and MISSION PIPE & SUPPLY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on

the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

The City's requirements of 5/8" x 3/4", 3/4", 1", 1-1/2", and 2", Type 4, Tropic water meters and connections, in accordance with the specifications therefor contained in Document No. 369872, on file in the office of the City Clerk of said City, for the period of six months beginning April 1, 1947, and ending October 1, 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 4, Tropic meters & connections,	\$13.975 each
3/4" " " " " " "	\$20.475 each
1" " " " " " "	\$30.03 each
1-1/2" " " " " " "	\$54.50 each
2" " " " " " "	\$81.90 each

Said prices do NOT include the California State Sales Tax.

Said contractor will furnish meter parts at 30% 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 under this contract 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 said 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 in accordance with purchase orders and deliveries.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies 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.

Contractor guarantees said meters and parts against wearing out or becoming inoperative through faulty construction for a period of one year after each meter is placed in service. If any part or parts wear out or become useless within the year, contractor will furnish such part or parts to the Meter Shop of said City and shall pay all costs of changing and repairing such meters.

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. 85484 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:

E. SWIFT TORRANCE, Sec'y
(SEAL)

MISSION PIPE & SUPPLY COMPANY,

By PAUL O. VANCE, Pres
Contractor.

I hereby approve the form and legality of the foregoing contract this 8th day of April, 1947.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Mission Pipe & Supply Company for furnishing City with Tropic Water Meters for six months; being Document No. 371829.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

KNOW ALL MEN BY THESE PRESENTS, That LOGAN MARINA, INC., 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 FOUR HUNDRED THIRTEEN and no/100 Dollars (\$1413.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of March, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

50 - plywood rowboats

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:

MARGARET POWELL PRICE
Secretary-Treasurer

(SEAL)

LOGAN MARINA, INC.
By JOHN A. LOGAN Jr. Pres.
Principal.

(SEAL)

The Travelers Indemnity Company
Surety.
By FRANKLIN T. HALE
Attorney-in-Fact

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 31st day of March, 1947, before me personally came FRANKLIN T. HALE 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.

FRANCES S. BOWERS
Notary Public
My Commission expires August 17, 1950

(SEAL)

I hereby approve the form of the within Bond, this 10th day of April, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 10th day of April, 1947.

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 March, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and LOGAN MARINA, 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:

50 - plywood rowboats, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City; EXCEPTING, however, that joint between bottom and side panels will be lap of bottom over side instead of bevel joint shown in City Water Dept. Drawing WD 812 File No. 3608 forming a part of said specifications on file in the office of said City Clerk under Document No. 359515.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

50 - plywood rowboats @ \$113.00 ea \$5650.00.
Said price does not include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within three (3) weeks from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____ 1947, delivery to be at the rate of four (4) boats per week.

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 ob-

ligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Five Thousand Six Hundred Fifty and no/100 Dollars (\$5650.00), exclusive of the California State Sales Tax.

Payment for said rowboats 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. 85397 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:
MARGARET POWELL PRICE
Secretary-Treasurer

LOGAN MARINA, INC.,
By JOHN A. LOGAN Jr. Pres.
Contractor.

I hereby approve the form and legality of the foregoing contract this 10th day of April, 1947.

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 Logan Marina, Inc. for furnishing 50 plywood rowboats; being Document No. 371906.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner 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 SEVENTY-FIVE and no/100 Dollars (\$2,575.00), lawful money of the United States of America, to be 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 8th day of April, 1947.

THE CONDITION OF THE ABOVE 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 Purchasing Agent of said City, f.o.b. 20th and B Streets, San Diego, California, Worthington Gamon water meters, and connections, for a period of six (6) months, commencing April 1, 1947 and ending October 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:
H. F. TUCKER (SEAL)
Secy-Treas.

HUDSON-TUCKER, INC.
By W. H. HUDSON
Pres. Principal.

MARYLAND CASUALTY COMPANY
Surety

By F. F. EDELEN
Its Attorney-in-Fact.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

(SEAL)

On this 8th day of April, 1947, 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 10th day of April, 1947.

J. F. DUPAUL.

City Attorney.

By B. L. COMPARET

Deputy City Attorney.

I hereby approve the foregoing bond this 12th day of April 1947.

APR 11 1947.
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 8th day of April, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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:

The City's requirements of 5/8 x 3/4, 3/4 x 3/4 and 1" Worthington-Gamon Model "G" meters and connections, in accordance with the specifications therefor contained in Document No. 359872, on file in the office of the City Clerk of said City, for the period of six months beginning April 1, 1947 and ending October 1, 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 meters, complete with connections	.....	\$13.97	each
3/4 x 3/4 " " " "	.....	\$20.47	"
1" " " "	.....	\$30.03	"

Said prices do not include the California State Sales Tax, which will be paid by the City. Said contractor will furnish meter parts at 60% discount off the "Parts List Price Sheet" 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, exclusive of California State Sales Tax.

The total requirements under this contract 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 said contractor, during the period of this contract, all of its requirements of said Worthington-Gamon 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 in accordance with purchase orders and deliveries.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies 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;

(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.

Contractor guarantees said meters and parts against wearing out or becoming inoperative through faulty construction for one year after meter or part is placed in service.

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. 85483 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:

H. F. TUCKER

Secy-Treas. (SEAL)

HUDSON-TUCKER, INC.

By W. H. HUDSON

Pres. Contractor.

I hereby approve the form and legality of the foregoing contract this 10th day of April, 1947.

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 Worthington-Gamon Water Meters; being Document No. 372013.

FRED W. SICK

City Clerk of The City of San Diego, California.

By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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. Wells is the owner of South 100 ft. of the west 75 feet of Lot 15 of Granada Tract

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of April, by James H. Wells that he will, for and in consideration of the permission granted to remove 16' feet of curbing on El Cajon Blvd between Menlo & 47th St. adjacent to the above described property, bind himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego,

And further agrees that this agreement shall be binding on myself & 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. WELLS

Rt. 2 - Box 671 - El Cajon
Calif

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 7 day of Apr, A.D. Nineteen Hundred and 47 before me Wm. G. Dilts, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James H. Wells known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

WM. G. DILTS

Notary Public in and for the County of San Diego,
State of California.

My Commission Expires June 10, 1948

(SEAL)

I hereby approve the form of the foregoing agreement this 14th day of April, 1947.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 17 1947 10 Min. Past 12 P.M. in Book 2380 at Page 148 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.

F. LEWIS

Copyist County Recorder's Office, 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. Wells to City of San Diego; being Document No. 372014.

FRED W. SICK

City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, 3340 Harasthy Street, San Diego, Calif., 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 Twenty-four thousand nine hundred fifty Dollars (\$24,950.00), 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 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 April, 1947.

THE CONDITION OF THE ABOVE 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 installation of, and to install a storm drain in Polk Avenue, between 44th Street and 47th Street, the Alley in Block 2, City Heights Annex No. 1, the Alley in Block 54, Fairmount Addition, and Orange Avenue, between Highland Avenue and Chamouné Avenue, in The City of San Diego, California; all in accordance with the plans and specifications therefor contained in Document No. 370189, on file in the office of the City Clerk of said City.

WHEREAS, the aforesaid penal sum of Twenty-four thousand nine hundred fifty dollars (\$24,950.00), 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 its corporate seal to be hereunto affixed, the day and year first hereinabove written.

H. H. PETERSON

Principal.

MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety.

By DONALD B. GOLDSMITH
Attorney-in-Fact

(SEAL)

I hereby approve the form of the within bond this 15th day of April, 1947.

J. F. DuPAUL

City Attorney.

By B. L. COMPARET

Deputy City Attorney.

I hereby approve the foregoing bond this 15th day of April, 1947.

F. A. RHODES

City Manager.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 7th day of April in the year one thousand nine hundred and forty-seven, before me Zelda B. Melancon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE COMPANY thereas 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.

ZELDA B. MELANCON

Notary Public in and for said County and State.
My Commission Expires Mar. 12, 1950

(SEAL)

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, 3340 Harasthy Street, San Diego 1, Calif., 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 Forty-nine thousand nine hundred Dollars (\$49,900.00), lawful money of the United States of America, to be 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 April, 1947.

THE CONDITION OF THE ABOVE 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 installation of, and to install a storm drain in Polk Avenue, between 44th Street and 47th Street, the Alley in Block 2, City Heights Annex No. 1, the Alley in Block 54, Fairmount Addition, and Orange Avenue, between Highland Avenue and Chamouné Avenue, in The City of San Diego, California; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

H. H. PETERSON
3340 Harasthy Street, San Diego 1, Calif.
Principal.

(SEAL)

MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety.

By DONALD B. GOLDSMITH
Attorney-in-Fact

ATTEST:
B. C. FOTLAND

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 7th day of April in the year one thousand nine hundred and forty-seven, before me Zelda B. Melancon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

ZELDA B. MELANCON
Notary Public in and for said County and State.
My Commission Expires Mar. 12, 1950

I hereby approve the form of the within Bond, this 15th day of April, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 15th day of April, 1947.

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 April, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and H. H. PETERSON, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to 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, tools, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the installation of, and to install a storm drain in Polk Avenue, between 44th Street and 47th Street, the Alley in Block 2, City Heights Annex No. 1, the Alley in Block 54, Fairmount Addition, and Orange Avenue, between Highland Avenue and Chamouné Avenue, in The City of San Diego; all in accordance with the plans and specifications therefor contained in Document No. 370189, 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 sum of Forty-nine thousand nine hundred dollars (\$49,900.00), which price includes the California State Sales Tax.

Said contractor agrees to commence said work within fifteen (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 ninety (90) 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 sum of Forty-nine thousand nine hundred dollars (\$49,900.00); 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. 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 Manager, 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 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>
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
Asphalt Raker and Ironer,	10.80
Operating Engineers:	
Apprentice Engineer, including fireman, oiler, greaser	10.60
Concrete or Asphalt Spreading, Mechanical Tamping or Finishing Machine Operator,	13.60
Concrete Mixer Operator - paving type and mobile mixer,	14.40
Pavement Breaker Operator,	13.20
Roller Operator,	13.20
Skip Loader Operator - wheel type,	12.60
Tow Blade or Grader Operator,	12.60
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
Other trades:	
Carpenter,	13.20
Cement Finisher,	14.20
Electrician Journeyman,	16.00
Reinforcing Iron Worker,	14.20
Any classification omitted herein not less than	9.20
OVERTIME: Not less than one and one-half times the said prevailing or current rate per diem wages shall be paid for extra work performed by such laborers, workman, or mechanics on	

Sundays and legal holidays as set forth in Section 10 of the California Political Code and for work performed in excess of eight hours in one calendar day in such cases in which such overtime work is permitted by law.

"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 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. 85544 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.

H. H. PETERSON
Contractor.

I hereby approve the form and legality of the foregoing contract this 15th day of April, 1947.

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 H. H. Peterson for Constructing Storm Drain in Polk Avenue, and Alley Block 54, Fairmount Addition; being Document No. 372091.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner 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 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 SEVENTY-FIVE and no/100 Dollars (\$2,575.00), lawful money of the United States of America, to be 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 April, 1947.

THE CONDITION OF THE ABOVE 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 Purchasing Agent of said City, f.o.b. 20th and B Streets, San Diego, California, WATER METERS manufactured by the Neptune Meter Company, for a period of six (6) months, commencing April 1, 1947 and ending October 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:
W. J. DOWD
Sect'y

WESTERN METAL SUPPLY COMPANY
W. MURRAY SMITH Pres.
Principal.

ATTEST:
E. BAKER

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety.

By M. SHANNON
Attorney in Fact

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 7th day of April, before me, MARSTON BURNHAM, in the year one thousand nine hundred and forty-seven, 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

I hereby approve the form of the within Bond, this 15th day of April, 1947.

J. F. DuPAUL

City Attorney.

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 15th day of April, 1947.

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 April, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WESTERN METAL SUPPLY COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

The City's requirements of 5/8" x 3/4", 3/4", 1", 1-1/2" and 2" Trident water meters and connections, in accordance with the specifications therefor contained in Document No. 369872, on file in the office of the City Clerk of said City, for the period of six months beginning April 1, 1947 and ending October 1, 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"	meters, complete with connections	\$13.975	each
3/4"	" " "	\$20.475	"
1"	Trident split case meters with connections	\$30.03	"
1-1/2"	Style 3 Disc meters complete with companion flanges	\$54.60	"
2"	Style 3 Disc meters complete with companion flanges	\$81.90	"

Said prices do not include the California State Sales Tax, which will be paid by the City. Said contractor will furnish meter parts at 35% 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, exclusive of California State Sales Tax.

The total requirements under this contract 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 said 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 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 (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.

Contractor guarantees said meters and parts against wearing out or becoming inoperative through faulty construction for one year after meter or part is placed in service.

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. 85482 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:
W. J. DOWD
Sect'y

WESTERN METAL SUPPLY COMPANY
By W. MURRAY SMITH Pres.
Contractor

I hereby approve the form and legality of the foregoing contract this 15th day of April, 1947.

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 Western Metal Supply Company for Furnishing Water Meters; being Document No. 372092.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

KNOW ALL MEN BY THESE PRESENTS, That HAZARD-SLAUGHTER, INC., 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 hundred fifty Dollars (\$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 4th day of April, 1947.

THE CONDITION OF THE ABOVE 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 T-500, located at Camp Callan, 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: G. GORDON HURLBERT
(SEAL)
ATTEST:

HAZARD-SLAUGHTER, INC.,
By J. C. SLAUGHTER Jr. Pres.
Principal.

(SEAL)

HARTFORD ACCIDENT & INDEMNITY COMPANY
Surety.
By M. SHANNON
Attorney in Fact

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 4th day of April in the year one thousand nine hundred and 47, before me, MARSTON BURNHAM, a Notary Public in and for said County of SAN DIEGO, residing therein, duly commissioned and sworn, personally appeared M. SHANNON 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)

MARSTON BURNHAM
Notary Public in and for the County of San Diego,
State of California
My Commission will Expire April 28, 1950

I hereby approve the form of the within Bond, this 15th day of April, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 12th day of April, 1947.

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 4th day of April, 1947, 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 HAZARD-SLAUGHTER, 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 all labor, equipment, transportation and other expense necessary for the wrecking for salvage of materials Buildings No. T-500, 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

\$ 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 building, plus a fixed fee profit above cost of \$125.00.

The estimated cost of said work is \$1,000.00.

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 caused this instrument to be executed by its proper officers the day and year first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

(SEAL)

HAZARD-SLAUGHTER, INC.
By J. C. SLAUGHTER, Jr. Pres.
Contractor.

ATTEST:
G. GORDON HURLBURT

I hereby approve the form and legality of the foregoing contract, this 15th day of April, 1947.

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 Hazard-Slaughter, Inc., for Wrecking certain Camp Callan Building; being Document No. 372093.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

21923 L.A. 4489

KNOW ALL MEN BY THESE PRESENTS, That SOUTHERN PIPE & CASING COMPANY, a corporation, as Principal and UNITED STATES GUARANTEE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seven thousand two hundred forty-five Dollars (\$7,245.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this eighth day of April, 1947.

THE CONDITION OF THE ABOVE 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, 6,000 lineal feet, of steel plate pipe, 20 inches inside diameter, 30 foot lengths, delivered at Chollas Station, for the Lockwood Mesa-Torrey Pines Pipe Line; 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)

SOUTHERN PIPE & CASING CO.
By D. A. STROMSOE
Vice President Principal.

ATTEST:
R. L. MANDY
Asst. Sec.

(SEAL)

UNITED STATES GUARANTEE COMPANY
By LLOYD C. CARLETON
Surety.

STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES }

On this 8th day of April, in the year nineteen hundred and forty seven, A. D., before me, Delorus E. Clark, a Notary Public in and for the said County of Los Angeles, State of California residing therein, duly commissioned and sworn, personally appeared Lloyd C. Carleton, known to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year in this certificate first above written.

(SEAL)

DELORUS E. CLARK
Notary Public in and for the County of Los Angeles,
State of California
My Commission Expires July 9, 1949

I hereby approve the form of the within Bond, this 15th day of April, 1947.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 15th day of April 1947.

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 eighth day of April, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and SOUTHERN PIPE & CASING COMPANY, 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:

6,000 lineal feet, of steel plate pipe, 20 inches inside diameter, 30 foot lengths, delivered at Chollas Station, for the Lockwood Mesa - Torrey Pines Pipe Line; all in accordance with the specifications therefor contained in Document No. 369522, on file in the office

of the City Clerk of The City of San Diego.

Said contractor hereby agrees to furnish and deliver the pipe above described at and for the following price, to-wit:

Steel plate pipe, 20 inches inside diameter, 30 foot lengths, delivered at Chollas Station, \$4.83 per lineal foot; which price includes the California State Sales Tax.

Said contractor agrees to deliver said pipe within 120 days from and after the date of the receipt of purchase order therefor.

Said City, in consideration of the furnishing and delivery of said pipe by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said pipe by the Hydraulic Engineer of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Steel plate pipe, 20 inches inside diameter, 30 foot lengths, delivered at

Chollas Station, \$4.83 per lineal foot, which price includes the California State Sales and/or Use Tax.

Payments for said pipe 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. 85486 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:
R. L. MANDY
Asst. Sec.

(SEAL)

SOUTHERN PIPE & CASING CO.
By D. A. STROMSOE
Vice President Contractor.

I hereby approve the form and legality of the foregoing contract this 15th day of April, 1947.

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 Steel Plate Pipe, 20 inches inside diameter; being Document No. 372094.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

THE CITY OF SAN DIEGO
SAN DIEGO, CALIFORNIA

April 18, 1947

Mr. Roland S. Hoyt
2271 Fort Stockton Drive
San Diego, California
Dear Roland:

The City of San Diego is desirous of obtaining your services in the preparation of landscape plans for Mission Bay and such other developments relating to City Planning as may be necessary from time to time.

We would like to have your acceptance of this invitation to work for the City on the following basis:

To give us from 3 to 5 days a month at a fee of \$35.00

per day beginning on April 21, 1947 and continue for a

period of six months or such time as is mutually agreeable.

If this is agreeable with you, will you kindly sign at the bottom of this page.

Yours very truly,

GLENN A. RICK

Glenn A. Rick

City Planning Director

Accepted:

ROLAND S. HOYT

Roland S. Hoyt

Above authorized by City Council resolution 85820 of 4/22/47

City Attorney states no contract needed-above agreement sufficiently covers.

Office of City Mgr.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement - Roland S. Hoyt as landscape architect on Mission Bay project; being Document No. 372819.

FRED W. SICK

City Clerk of the City of San Diego, California

By Betty J. Schriener Deputy

L.A. 5019

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 FIVE THOUSAND THREE HUNDRED THIRTY-NINE and no/100 Dollars (\$5,339.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this First day of May, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

19,826' - 6" Class 150 Transite pressure pipe and
2,000' - 8" " " " " " "

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:

E. J. MILBRAD

JOHNS MANVILLE SALES CORPORATION

By PAUL KRIKSCUS Jr.

Principal.

UNITED STATES GUARANTEE COMPANY

Surety.

By ESTHER M. DANIELS

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-seven, 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 Esther M. Daniels, known to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year in this certificate first above written.

M. S. BANKS

Notary Public in and for the County of Los Angeles,
State of California

My Commission Expires Feb. 2, 1951

(SEAL)

I hereby approve the form of the within Bond, this 5th day of May, 1947.

J. F. DuPAUL

City Attorney

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 5th day of May, 1947.

F. A. RHODES

City Manager.

C O N T R A C T

WHEREAS, The City of San Diego advertised for bids to furnish said City with cement-asbestos pipe, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 359509, which specifications required the delivery to the City of 133 tons of said pipe, and which further provided that, upon the delivery of the 133 tons, if the price of said pipe had not by then increased, The City of San Diego should have the option to require the delivery of an additional 133 tons of said pipe, in sizes and amounts to be later specified, at the same prices as were bid for the first 133 tons; and

WHEREAS, JOHNS MANVILLE SALES CORPORATION made and filed its bid to furnish said pipe to The City of San Diego in accordance with all the terms of said specifications, and said bid was by said City accepted; and

WHEREAS, the first 133 tons of said pipe have been purchased by and delivered to said City, and the price of said pipe has not increased over the prices specified in said bid; NOW, THEREFORE,

IT IS HEREBY AGREED by and between THE CITY OF SAN DIEGO, acting by its City Manager, and JOHNS MANVILLE SALES CORPORATION that The City of San Diego does hereby exercise its option to purchase, and Johns Manville Sales Corporation does hereby agree to sell and deliver to The City of San Diego, the following amounts of Transite Pressure Pipe, at the prices hereinafter specified, in accordance with the specifications therefor contained in said Document No. 359609:

19,826 ft. 6" Class 150 Transite pressure pipe @ \$0.943 ft.	\$ 18,695.918
2,000 " 8" " " " " @ \$1.329 "	2,658.00
	<u>\$ 21,353.92</u>

Said prices do not include California State Sales Tax, but do include delivery f.o.b. Kettner and Vine Streets, San Diego, California.

The Contractor agrees to make delivery of said pipe within 60 days after the execution of this contract, subject to delays or defaults beyond the contractor's control, including, but not limited to, armed conflict or economic dislocation resulting therefrom, embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties, civil disorders of any kind, action of any civil or military authorities (including priorities and allocations) fires, floods and accidents.

All orders accepted by contractor are subject to its ability to ship, and in the event contractor is unable to make shipment within sixty (60) days, the City will be invoiced at the prices in effect at time of shipment; provided, however, that if there is an increase in price made effective by the manufacturer prior to date of shipment the contractor will give notice of such increase to the City and allow the City to cancel this contract 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 material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit:

Twenty-one Thousand Three Hundred Fifty-three and 92/100 Dollars (\$21,353.92).

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 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. 85718 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:
E. J. MILBRAD

JOHNS MANVILLE SALES CORPORATION
By PAUL KRIKSCUS Jr.
Contractor.

I hereby approve the form and legality of the foregoing contract this 5th day of May, 1947.

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 for Furnishing 6" and 8" Class 150 Transite Pressure Pipe; being Document No. 372931.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

THIS AGREEMENT, made this 24th day of March, 1947, by and between SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY, A CORPORATION, first party, hereinafter termed "Grantor", and CITY OF SAN DIEGO, a municipal corporation of the State of California, second party, hereinafter termed "Grantee":

WITNESSETH THAT:

Grantor, in consideration of the faithful performance by Grantee of all the covenants and agreements herein contained; hereby grants to said Grantee an easement for the construction, maintenance and operation of one (1) ten inch (10") sanitary sewer pipe, hereinafter termed "structure", across and beneath the property and tracks of Grantor in the City of San Diego, County of San Diego, State of California, more particularly described as follows, to-wit:

A strip of land 10.00 feet in width, 5.00 feet on each side of the following described line:

Beginning at a point on the Northwestern line of Akins Avenue distant thereon 148.00 feet Northeasterly from the intersection of the Northwestern line of said Akins Avenue with the Easterly line of 69th Street (formerly Front Street); thence Southeasterly, in a direct line to a point on the Southeasterly line of Imperial Avenue, distant thereon 57.00 feet Northeasterly from the Northerly line of Rainbow

Street. The side lines of the above described strip of land shall be prolonged or shortened so as to terminate in the Northwesterly and Southeasterly lines of the right of way (100 feet wide) of the San Diego & Arizona Eastern Railway Company, in the location shown enclosed within red lines and tinted on the print of Drawing No. 3118-B, hereto attached and made a part hereof.

This grant of easement is made, executed and delivered by Grantor to the Grantee upon the following express terms and conditions, to all of which the Grantee assents:

1. Grantee hereby acknowledges the title of Grantor in and to the property above described, and agrees never to assail or resist said title.
2. Grantee agrees to construct said structure at a depth below the ground surface and Grantor's tracks satisfactory to Grantor and in accordance with details of construction to be mutually agreed upon and without expense to Grantor.
3. Grantee agrees to guarantee the payment of all expenses incurred by Grantor in furnishing for and on behalf of any contractor of Grantee any necessary watchmen, flagmen or inspectors and for installing and removing any necessary falsework beneath the tracks of Grantor during the installation of said structure and/or future maintenance thereof.
4. Grantee agrees to indemnify and save harmless Grantor from and against any and all loss, damage, liability, cost and expense which Grantor may sustain or bear, or to which Grantor may be put, resulting directly or indirectly in any manner from the use of said premises and from the construction, maintenance, use and/or location of said structure and its appurtenances on or beneath the premises hereinbefore specified.
5. Grantee and the agents and employees of Grantee shall have the privilege of entry on said premises for the purpose of making necessary repairs to or changes in said structure, and the Grantee agrees to at all times keep said premises in a good and safe condition so far as affected by Grantee's operations, all to the satisfaction of Grantor.
6. Grantee agrees that all work upon or in connection with the said structure shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Grantor, and that the location of said structure and all work in connection therewith shall be done and made under the supervision and to the satisfaction of the Grantor, and without expense of any kind to Grantor.

In the event that Grantor shall at any time or times require the reconstruction, alteration or changes in the location of said structure, Grantee agrees, at Grantee's own sole cost and expense, upon receiving written notice from Grantor so to do, to forthwith construct and maintain an additional structure, or extend or change said structure or immediately reconstruct, alter or make changes in the location of said structure as may be requested by Grantor, and in a manner satisfactory to Grantor.

7. This grant of easement is subject and subordinate to the prior and continuing right and obligation of Grantor and its successors to use and maintain its entire railroad right of way in performance of its public duty as a common carrier, and is also subject to the right and power of Grantor and its successors in interest or ownership of the said railroad right of way and property to use the said land hereinabove described, or any and all parts thereof, for all purposes which are consistent with the enjoyment of the easement for the purposes herein granted to the Grantee.

8. This instrument is subject to all valid and existing contracts, leases, liens or encumbrances which may affect the said property and the word GRANT as used herein shall not be construed as a covenant against the existence of any thereof.

9. In the event Grantee shall at any time abandon the use of said structure, or any part thereof, or shall fail to observe and perform any covenant on Grantee's part herein contained, all rights hereby given shall forthwith cease and determine and Grantee shall thereupon 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, failing in which Grantor may perform such work at cost of Grantee, which cost Grantee agrees to pay to Grantor on demand.

10. Grantee 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 Grantee's instance or request.

11. In case Grantor shall bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, and should be successful in such litigation, Grantee shall and will pay to Grantor reasonable attorney fees in addition to the amount of judgment and costs.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first above written.

(SEAL)

SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY,
By ROY G. HILLEBRAND
Vice-President

Attest: JAY D. BACON
Assistant Secretary

Approved as to form
March 21, 1947

J. F. DuPAUL, City Attorney.
By MOREY S. LEVENSON
Assistant City Attorney.

(SEAL)

CITY OF SAN DIEGO,
By F. A. RHODES
City Manager
Attest: FRED W. SICK
City Clerk
By A. M. WADSTROM
Deputy

Approved as to Form
General Counsel
September 19, 1946

NOTARIAL ACKNOWLEDGMENT

SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY

STATE OF CALIFORNIA,
CITY AND COUNTY OF SAN FRANCISCO } SS.

On this 28th day of April, 1947, before me, RUTH W. GEORGE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared ROY G. HILLEBRAND and JAY D. BACON, known to me to be the Vice President and Assistant Secretary, respectively, of SAN DIEGO & ARIZONA EASTERN RAILWAY 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 herein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, State of California, on the day and year in this certificate first above written.

(SEAL)

RUTH W. GEORGE
Notary Public in and for the City and County of
San Francisco, State of California.
My Commission Expires September 19, 1950.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego & Arizona Eastern Railway relative to Sewer Pipe Line near Akins Avenue; being Document No. 372940.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schreiner Deputy.

KNOW ALL MEN BY THESE PRESENTS, That INDUSTRIES SUPPLY COMPANY, a co-partnership composed of PAUL B. RAYBURN and PAUL B. RAYBURN, JR., 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 TWO THOUSAND FIVE HUNDRED SEVENTY-FIVE and no/100 Dollars (\$2,575.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of April, 1947.
THE CONDITION OF THE ABOVE 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 Purchasing Agent of said City, f.o.b. 20th and B Streets, San Diego, California, WATER METERS manufactured by the Badger Meter Mfg. Co. of Milwaukee, Wisconsin, for a period of six (6) months, commencing April 1, 1947 and ending October 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.

INDUSTRIES SUPPLY COMPANY, a co-partnership
By PAUL B. RAYBURN JR. - Partner
PAUL B. RAYBURN - Partner
Principal.

COLUMBIA CASUALTY COMPANY (SEAL)
315 Montgomery Street,
San Francisco, Calif.
Surety.

ATTEST:
HAZEL D. ROTH

By A. H. ANDERSON
Attorney-in-Fact

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 9th day of April, in the year 1947, before me, BERTEN M. STRAW, a NOTARY PUBLIC in and for said County and State, personally appeared A. H. ANDERSON, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the COLUMBIA CASUALTY COMPANY, and acknowledged to me that he subscribed the name of the COLUMBIA CASUALTY COMPANY thereto as principal, and his own name as Attorney-in-fact.

(SEAL) BERTEN M. STRAW
Notary Public in and for said County and State
My Commission Expires Jan. 28, 1948

I hereby approve the form of the within Bond, this 16th day of April, 1947.
J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 15th day of April, 1947.
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 9th day of April, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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 co-partnership composed of PAUL B. RAYBURN and PAUL B. RAYBURN, JR., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to 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", Badger water meters and connections, in accordance with the specifications therefor contained in Document No. 369872, on file in the office of the City Clerk of said City, for the period of six months beginning April 1, 1947 and ending October 1, 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" Model. SC-IOT. Badger, meters, with connections	.....	\$14.32	each
3/4" Ditto	.....	\$20.98	"
1" Ditto	.....	\$30.78	"
1-1/2" Model SC-SOT Badger meters, " "	.....	\$55.97	"
2" Ditto	.....	\$83.95	"

Said contractor will furnish meter parts at 35% 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 meter prices above mentioned include the California State Sales Tax, but those prices contained in the Parts Price List do not include the California State Sales Tax, which will be paid by the City.

The total requirements under this contract 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 said 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 in accordance with purchase orders and deliveries.

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies 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.

Contractor guarantees said meters and parts against wearing out or becoming inoperative through faulty construction for one year after meter or part is placed in service.

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. 85481 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.

INDUSTRIES SUPPLY COMPANY,
a co-partnership
By PAUL B. RAYBURN JR. Partner
PAUL B. RAYBURN Partner
Contractor

I hereby approve the form and legality of the foregoing contract this 15th day of April, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Industries Supply Company for Furnishing Water Meters; being Document No. 372100.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy.

AGREEMENT FOR AMENDMENT OF CONTRACT.

THIS AGREEMENT, made and entered into this 15th day of April, 1947, 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, and hereinafter sometimes designated as the City; and UTILITY TRAILER SALES COMPANY, a corporation, and hereinafter sometimes designated as the Contractor, WITNESSETH:

WHEREAS, The City of San Diego heretofore entered into a contract with Utility Trailer Sales Company, a corporation, for the furnishing and installing of bodies on six rubbish trucks, which said contract is contained in Document No. 359583 on file in the office of the City Clerk of said City; and

WHEREAS, by mutual mistake the unit excise tax of \$21.25 was deducted from the unit bid price of \$525.00; and

WHEREAS, the excise tax had been previously deducted; and

WHEREAS, the error penalizes the said contractor to the extent of \$127.50, and is not in accordance with the actual bid received; and

WHEREAS, said City and said contractor are mutually desirous of amending and modifying said contract, so as to provide for the payment to the contractor of the sum of \$21.25 per unit, Federal excise tax, or a total of \$127.50, deducted in error at the time of awarded the 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:

The first and third paragraphs set forth on page 2 of said contract, be, and the same are hereby amended to read as follows:

"Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

6 - rubbish truck bodies, \$3,359.44, which price includes Federal excise tax and California State sales tax."

"Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit:

Three thousand three hundred fifty-nine and 44/100 dollars (\$3,359.44), which price includes Federal excise tax and California State Sales Tax.

Said payments for material will be in accordance with purchase order and delivery."

Except as herein specifically amended, all of the terms and conditions of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. 85672 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.

ATTEST:
C. E. NETTLETON

UTILITY TRAILER SALES COMPANY,
By WILFORD COULTAS Vice Pres.

I hereby approve the form and legality of the foregoing Agreement for amendment of contract this 15 day of April, 1947.

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 Utility Trailer Sales Co. for Amendment of Contract for Furnishing and Installing Bodies on Rubbish Trucks; being Document No. 372115.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 E. Tucker is the owner of Lot 55, Block - , of La Jolla Gables.

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of March, 1947, by Edwin E. Tucker. I will, for and in consideration of the permission granted to remove 20 feet of curbing on Dowling between Vincente Way and Retaheim Way 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.

EDWIN ELSTON TUCKER
5404 Dowling, La Jolla, California

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 19th day of March, A.D. Nineteen Hundred and forty seven before me the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edwin Elston Tucker known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this

certificate first above written.

(SEAL)

ELAINE S. HUXTABLE
Notary Public in and for the County of San Diego, State of
California.
My Commission Expires Feb. 19, 1950.

I hereby approve the form of the foregoing agreement this 2nd day of April, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 10 1947 5 Min. Past 10 A.M. in Book 2383 at Page 215 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Edwin E. Tucker to City of San Diego; being Document No. 371491.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Louis W. Mack is the owner of Lots 22 and 23, Block 5, of Morrison's Marscene Park.
NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of March, by Louis W. Mack. I will, for and in consideration of the permission granted to remove 38 feet of curbing on Market between Morrison and 42nd St. adjacent to the above described property, bind Louis W. Mack 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 Louis W. Mack 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 Louis W. Mack my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

LOUIS W. MACK
4202 C St

I N D I V I D U A L A C K N O W L E D G M E N T

STATE OF CALIFORNIA, } SS.
COUNTY OF SAN DIEGO }

On this 26th day of March, A.D. Nineteen Hundred and forty-seven before me M. Sanchez, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louis W. Mack known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

M. SANCHEZ
Notary Public in and for the County of San Diego, State
of California.
My Commission Expires Nov. 12, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 2nd day of April, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 10 1947 5 Min. Past 10 A.M. in Book 2383 at Page 215 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Louis W. Mack to City of San Diego; being Document No. 371492.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Yates Fleming is the owner of Lot 12 to 15 incl, Block 3, of Reeds Ocean Front Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of March, by Yates Fleming that he will, for and in consideration of the permission granted to remove forty feet of curbing on Cass Street between Tourmaline and Opal adjacent to the above described property, bind himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself _____ heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

YATES FLEMING
875 Tourmaline

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 25th day of March, A.D. Nineteen Hundred and Forty-Seven before me Yates Fleming, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Yates Fleming known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that is executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, Calif, County of San Diego, State of California, the day and year in this certificate first above written.

RUNARD A. JULEEN
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires July 19, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 31st day of March, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 10 1947 5 Min. Past 10 A.M. in Book 2383 at Page 218 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By H. I. ERB, Deputy
H. KNIGHT

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Yates Fleming to City of San Diego; being Document No. 371493.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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. Sullivan is the owner of Lot 26, Block -, of La Jolla Gables.

NOW, THEREFORE, This AGREEMENT, signed and executed this 18 day of March 1947, by J. A. Sullivan. I will, for and in consideration of the permission granted to remove twenty feet of curbing on Palomar Street between La Jolla Blvd. and Dowling 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 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.

JAMES A. SULLIVAN
612 Palomar, La Jolla, Calif.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 18th day of March, A.D. Nineteen Hundred and forty seven before me the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James A. Sullivan known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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.

ELAINE S. HUXTABLE
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Feb. 19, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 2nd day of April, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 10 1947 5 Min. Past 10 A.M. in Book 2383 at Page 217 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

H. KNIGHT

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from J. A. Sullivan to City of San Diego; being Document No. 371494.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Donald J. Glazebrook is the owner of Lot 28, Block - , of La Jolla Gables.

NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of March 1947, by Donald J. Glazebrook. I will, for and in consideration of the permission granted to remove 20 feet of curbing on Palomar between La Jolla Blvd. and Dowling 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 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.

DONALD J. GLAZEBROOK
552 Palomar

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 18th day of March, A.D. Nineteen Hundred and forty seven before me the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Donald J. Glazebrook known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

ELAINE S. HUXTABLE

Notary Public in and for the County of San Diego, State of California.

My Commission Expires Feb. 19, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 2nd day of April 1947.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 10 1947 5 Min. Past 10 A.M. in Book 2383 at Page 225 of Official Records, San Diego Co., Cal.

Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

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 Donald J. Glazebrook to City of San Diego; being Document No. 371495.

FRED W. SICK

City Clerk of the City of San Diego, California

By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Arthur B. Kebeck is the owner of Lot 4, Block 15, of La Jolla Hermosa.

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of March, 1947, by Arthur B. Kebeck. I will, for and in consideration of the permission granted to remove 20 feet of curbing on La Jolla Blvd. between Camino De La Costra and La Canada Street adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

ARTHUR B. KEBECK
5821 La Jolla Blvd.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this _____ day of Marcy, A.D. Nineteen Hundred and Forty Seven before me the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur B. Kebeck known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

ELAINE S. HUXTABLE

Notary Public in and for the County of San Diego, State of California.

My Commission Expires Feb. 19, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 2nd day of April 1947.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 10 1947 5 Min. Past 10 A.M. in Book 2383 at Page 226 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

H. KNIGHT

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Arthur B. Kebeck to City of San Diego; being Document No. 371496.

FRED W. SICK

City Clerk of the City of San Diego, California

By Betty J. Schriener Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Clinton E. Fenters is the owner of Lot 27, Block - , of La Jolla Gables.

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of March, by Clinton E. Fenters. I will, for and in consideration of the permission granted to remove 20 feet of curbing on Palomar between La Jolla Blvd. and Dowling 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 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.

CLINTON E. FENTERS

504 Palomar, La Jolla, California

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 20th day of March, A.D. Nineteen Hundred and Forty Seven before me the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Clinton E. Fenters known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

ELAINE S. HUXTABLE

Notary Public in and for the County of San Diego, State of California.

My Commission Expires Feb. 19, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 2nd day of April, 1947.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 10 1947 5 Min. Past 10 A.M. in Book 2383 at Page 227 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

H. KNIGHT

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Clinton E. Fenters to City of San Diego; being Document No. 371497.

FRED W. SICK

City Clerk of the City of San Diego, California

By Betty J. Schriener 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, Louis H. Merz is the owner of Lots 45 to 48 inclusive, Block 23, of Teralta.

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of November, by Louis H. Merz that he will, for and in consideration of the permission granted to remove 72 apprx. feet of curbing on El Cajon Blvd. between Van Dyke Ave. and Copeland Ave. adjacent to the above described property, bind him to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

LOUIS H. MERZ
Jamul, Calif.

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO } ss.

On this 30th day of November, A.D. Nineteen Hundred and Forty-five before me the under-
signed, a Notary Public in and for said County, residing therein, duly commissioned and sworn,
personally appeared Louis H. Merz known to me to be the person described in and whose name
is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office
in San Diego, County of San Diego, State of California, the day and year in this certificate
first above written.

(SEAL)

J. A. KRUMHOLZ
Notary Public in and for the County of San Diego, State
of California.

I hereby approve the form of the foregoing agreement this 2nd day of April, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 10 1947 29 Min. Past 11 A.M. in Book 2383 at Page 226 of Official Records, San
Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Louis H. Merz to City of San Diego; being Document No. 371498.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot Lots 20, 21, 22. Block 71 Subdivision Point Loma Heights
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Del Monte Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Venice and Santa Barbara
TOTAL AMOUNT TO BE PAID One hundred fifty Dollars. (\$150.00)
NO. OF EQUAL INSTALLMENTS 12 AMOUNT OF EACH INSTALLMENT \$ 12.50

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 INSTALLA-
TION 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 CONSIDERA-
TION OF THE CITY OF SAN DIEGO'S INSTALLATION OF A PERMANENT WATER MAIN AS DESIGNATED HEREIN,
HEREIN 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 IMMEDIATE-
LY. 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 CLYDE R. LOVELACE
Address 4359 Del Monte

DATE March 25, 1947

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO } ss.

On this 17th day of March, A.D. Nineteen Hundred and 47 before me August M. Wadstrom,
a Notary Public in and for said County, residing therein, duly commissioned and sworn, per-
sonally appeared Clyde R. Lovelace known to me to be the person described in and whose name
is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my
office in San Diego, County of San Diego, State of California, the day and year in this cer-
tificate 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
3/25/47	12.50	3/22/47	4394
4/25/47	12.50		
5/25/47	12.50		
6/25/47	12.50		
7/25/47	12.50		
8/25/47	12.50		
9/25/47	12.50		
10/25/47	12.50		
11/25/47	12.50		
12/25/47	12.50		
1/25/48	12.50		
2/25/48	12.50		

RECORDED APR 10 1947 5 Min. Past 10 A.M. in Book 2383 at Page 235 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Payment for Installation of Water Main Agreement from Clyde R. Loveland to City of San Diego; being Document No. 371527.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Gladys L. Martin Owner, and The City of San Diego, dated July 1, 1946, recorded in the office of the Recorder of San Diego County, California, on July 15, 1946, in Book 2196, Page 29, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 8th day of April, A.D. Nineteen Hundred and forty-seven before me Clark M. Foote Jr, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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.
My Commission Expires March 17, 1951

(SEAL)

RECORDED APR 10 1947 5 Min. Past 10 A.M. in Book 2383 at Page 236 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Satisfaction of Contract from City of San Diego to Gladys L. Martin; being Document No. 371555.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 22nd day of April 1947 by and 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 Manager, hereinafter sometimes designated as the City, and CARROLL & FOSTER, a co-partnership party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money specified in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish all labor, certain materials, equipment, transportation and services necessary or incidental to the construction and completion of the Venice Street Water Main, consisting of approximately 1,325 lineal feet of 6 inch class 150 Cement Asbestos Pipe, together with valves, fittings and appurtenances, together with valves, fittings and appurtenances, in the City of San Diego, California, all as more particularly and in detail set forth in these certain plans and specifications filed in the office of the City Clerk of said City Marked Document No. 370728; that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and reference thereto incorporated herein and made a part hereof.

ARTICLE II. In consideration of the construction and completion of the work by the

contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the contractor herein undertaken and agreed upon, the City will pay the contractor, for the respective items of work done by him, at the rates specified thereof in the Bid Schedule, attached hereto and by this reference made a part hereof, said payments to be made at the time and in the manner specified in Paragraph 5 of the Special Conditions attached hereto.

ARTICLE III. The contractor hereby agrees that he will be bound by each and every part of the plans and specifications, do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Engineer.

ARTICLE IV. No interest in this agreement shall be transferred by the contractor to any other party, and upon attempt by the Contractor to make such transfer the City of San Diego may declare such transfer or attempted transfer to be a breach of the terms of this contract, and upon the ground of such breach may cancel this agreement. All rights of action, however, for this or any other breach of this contract are reserved to the City. No interest of the contractor under this agreement shall be subject to transfer by operation of law.

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by the City of San Diego, its officers, or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor; contrary to the provisions of said City Charter, for each calendar day; or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of the City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following rate for any work done under this contract by the contractor or by any subcontractor.

TRADE OR OCCUPATION

8 hour day

Air Tool Operator	10.80
Carpenter	13.20
Fireman or Oiler	10.60
Laborer Construction	9.20
Power Equipment Operators	
Air Compressor	11.60
Bulldozer	13.60
Crane	15.20
Pavement Breaker	13.20
Tractor - Boom attachment	13.60
Trenching Machine	14.20
Truck Driver less than 6 Ton	9.80
Truck Driver 6 to 10 Ton	10.00
Pipe Layer	10.60
Pipe Caulker	10.60

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$9.20 per day of 8 hours.

Payment shall be made for necessary work performed on legal holidays, including Sundays, and other overtime work when permitted by law, at the rate of time and one-half.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the charter of the City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer, thereof, be liable for any portion of the contract price.

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 contractor has executed this contract, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager.

CARROLL & FOSTER
Contractor
By HARRY L. FOSTER

I hereby approve the form and legality of the foregoing contract this 22nd day of April, 1947.

J. F. DuPAUL City Attorney.
By B. L. COMPARET
Deputy City Attorney.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that CARROLL & 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 two hundred forty-two dollars (\$1,242.00) (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, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of April, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all labor, certain material, equipment, transportation and services for the construction of the Venice Street Water Main, consisting of approximately 1,325 lineal feet of 6 inch class 150 Cement Asbestos Pipe, together with valves, fittings and appurtenances; all as more particularly and in detail set forth in those drawings and specifications contained in Document No. 370728, on file in the office of the City Clerk of said City; that true copies of said drawings and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are attached to said contract and made a part thereof, as in said contract provided; and reference is hereby made to said contract and to said drawings 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 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 said principal and surety have caused this instrument to be executed, the day and year first hereinabove written.

CARROLL & FOSTER
HARRY L. FOSTER
Principal.

(SEAL)

MARYLAND CASUALTY COMPANY
Surety
By F. F. EDELEN
Its Attorney-in-Fact

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 17th day of April, 1947, before me, C. T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL) C. T. NEILL
Notary Public, in and for said County and State.

I hereby approve the form of the foregoing Bond this 22nd day of April, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing Bond this 23rd day of April, 1947.

F. A. RHODES
City Manager.

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & 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 two hundred forty-two dollars (\$1,242.00) (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 17th day of April, 1947.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all labor, certain material, equipment, transportation and services for the construction of the Venice Street Water Main, consisting of approximately 1,325 lineal feet of 6 inch class 150 Cement Asbestos Pipe, together with valves, fittings and appurtenances; all as more particularly and in detail set forth in those drawings and specifications contained in Document No. 370728, on file in the office of the City Clerk of said City; that true copies of said drawings and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are attached to said contract, and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said drawings and specifications for a particular description of the work to be done.

AND WHEREAS, the aforesaid penal sum of One thousand two hundred forty-two Dollars

(\$1,242.00), 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 provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, the day and year first hereinabove written.

CARROLL & FOSTER
Harry L. Foster
Principal

(SEAL)

MARYLAND CASUALTY COMPANY
By F. F. EDELEN
Its Attorney-in-Fact.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 17th day of April, 1947, before me, C. T. Neill, a Notary Public, in and for the County of San Diego, State of California, duly commissioned and sworn, personally appeared F. F. Edelen known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL) C. T. NEILL
Notary Public, in and for said County and State.

I hereby approve the form of the foregoing Bond this 22nd day of April, 1947.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing Bond this 23rd day of April, 1947.

F. A. RHODES
City Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Water Main Agreement with Carroll & Foster; being Document No. 372137.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, SAN DIEGO ASSOCIATES, INC., as principal, and MARYLAND CASUALTY COMPANY, a corporation, organized and existing under the laws of the State of Maryland, and licensed to do business in the State of California as sole surety, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, County of San Diego, State of California, a municipal corporation, in the penal sum of SIXTY FIVE THOUSAND AND NO/100 Dollars, (\$65,000.00), 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 14th day of April, 1947, and executed and to be performed in said City of San Diego.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden SAN DIEGO ASSOCIATES, INC. shall well and truly keep and faithfully perform the covenants, conditions and agreements contained in a certain contract about to be made between said SAN DIEGO ASSOCIATES, INC. and The City of San Diego, and which said contract is contained in Document No. _____, 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 said City, which is more particularly described in said contract, to which contract reference is hereby made for further particulars, then the above obligation to become void, otherwise to remain in full force and effect.

This bond is executed in accordance with the provisions of Ordinance No. 1025 (New Series) of the ordinances of The City of San Diego, adopted November 24, 1936, as amended.

IN WITNESS WHEREOF, the said principal and surety have caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers thereunto duly authorized, the day and year first hereinabove written.

ATTEST:
NELS G. SEVERIN
Secretary

(SEAL)

SAN DIEGO ASSOCIATES, INC.
By T. J. LORDS, Pres
Principal

(SEAL)

MARYLAND CASUALTY COMPANY
By F. F. EDELEN Surety
Its Attorney-in-Fact.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 14th day of April, 1947, 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 foregoing bond this 14th day of April, 1947.

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 17th day of April, 1947.

F. A. RHODES
City Manager

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 18th day of April, 1947, by and between THE SAN DIEGO ASSOCIATES, Incorporated, a corporation, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, WITNESSETH:

THAT WHEREAS, the said party of the first part is about to file a final map of BELLEVIEW HEIGHTS UNIT No. 1, 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. 84271 adopted October 8, 1946;

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 BELLEVIEW HEIGHTS UNIT No. 1, 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 East Overlook Drive, Alta Mesa Way, Athens Street, 50th Street and Trojan Avenue, within the limits and as particularly shown in that certain document numbered 372010, filed in the office of the City Clerk of said City on April 14, 1947; 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 location, 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. 372010 on file in the office of the City Clerk of said City, copy of which is 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. 372010, 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 January 1, 1948.

It is mutually agreed and understood by the parties to this agreement that in no case will The City of San Diego, or any department, board or officer thereof, be liable for any portion of the expense of the work aforesaid, nor shall any officer, or his sureties or bondsmen be liable or holden for the payment of any sum or sums for the above mentioned work, nor for any materials furnished therefor.

The party of the first part further agrees that in the performance of the work contemplated by this contract, it will conform to, and abide by all of the provisions of the Charter and Ordinances of The City of San Diego.

IN WITNESS WHEREOF, said party of the first part has caused this instrument to be executed and its corporate name and seal to be hereunto attached by its proper officers thereunto duly authorized, and THE CITY OF SAN DIEGO, party of the second part, has caused this instrument to be executed by its City Manager, acting under and pursuant to Resolution No. 85720 of the Council, authorizing such execution, the day and year in this agreement first above written.

THE SAN DIEGO ASSOCIATES, INCORPORATED,
A CORPORATION,
Party of the First Part,

By T. J. LORDS
President

By NELS G. SEVERIN
Secretary

THE CITY OF SAN DIEGO,
Party of the Second Part,

By F. A. RHODES
City Manager.

(SEAL)

I HEREBY APPROVE the form of the foregoing Agreement this 15th day of April, 1947.

J. F. DuPAUL, City Attorney,
By HARRY S. CLARK
Deputy City Attorney.

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO.

On this 15th day of April, 1947, before me M. Gregory, a Notary Public, in and for said County and State, personally appeared T. J. Lords known to me to be the President, and Nels G. Severin, 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 the day and year in this certificate first above written.

(SEAL) M. GREGORY
Notary Public in and for said County and State.
My Commission Expires Dec. 11, 1948

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego Associates, Inc. and Bond re Improvements in Bellevue Heights Unit No. 1; being Document No. 372195.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

UNDERTAKING FOR STREET LIGHTING.
Crown Point Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Travelers Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED FORTY-SEVEN and no/100 DOLLARS (\$147.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of April, 1947.

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 MOORLAND DRIVE, for its entire length in Crown Point; RIVIERA DRIVE, for its entire length in Crown Point, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)
ATTEST:
R. C. CAVELL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales
Principal.

(SEAL) THE TRAVELERS INDEMNITY COMPANY
By FRANKLIN T. HALE, Attorney-in-Fact
Surety.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO

On this 10th day of April, 1947, before me personally came FRANKLIN T. HALE 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) FRANCES S. BOWERS
Notary Public
My Commission expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 16th day of April, 1947.

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. 85558 passed and adopted on the 25th day of March, 1947, require and fix the sum of \$147.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.
Crown Point Lighting District No. 1

THIS AGREEMENT, made and entered into this 22nd day of April, 1947, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work herein-after mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of certain ornamental street lights located on or along the following named streets in the City of San Diego, California, to-wit:

MOORLAND DRIVE, for its entire length in Crown Point;
RIVIERA DRIVE, for its entire length in Crown Point; and
CROWN POINT DRIVE, for its entire length in Crown Point.

Such furnishing of electric current shall be for a period of one year from and including February 15, 1947, to-wit: to and including February 14, 1948.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Crown Point Lighting District No. 1", filed December 19, 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 Hundred Eighty-five and no/100 Dollars (\$585.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Crown Point Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Five Hundred Eighty-five and no/100 Dollars (\$585.00) shall be paid out of any other fund than said special fund designated as "Crown Point Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Five Hundred Eighty-five and no/100 Dollars (\$585.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" 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 HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
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 16th day of April, 1947.

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 Crown Point Lighting District No. 1; being Document No. 372204.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING. Pacific Highway Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Travelers Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED FORTY-THREE DOLLARS (\$743.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of April, 1947.

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 PACIFIC HIGHWAY, between the northerly line of Broadway and the southwesterly prolongation of the southeasterly line of Witherby Street, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)

ATTEST:
R. C. CAVELL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY
Vice President in Charge of Sales
Principal.

(SEAL)

THE TRAVELERS INDEMNITY COMPANY
By FRANKLIN T. HALE Attorney-in-Fact
Surety.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 10th day of April, 1947, before me personally came FRANKLIN T. HALE 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)

FRANCES S. BOWERS
Notary Public
My Commission expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 16th day of April, 1947.

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. 85557 passed and adopted on the 25th day of March, 1947, require and fix the sum of \$743.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.
By AUGUST M. WADSTROM
Deputy.

CONTRACT FOR STREET LIGHTING.
Pacific Highway Lighting District No. 1

THIS AGREEMENT, made and entered into this 22nd day of April, 1947, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit: Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of certain ornamental street lights located on or along the following street, in the City of San Diego, California, to-wit:

PACIFIC HIGHWAY, between the northerly line of Broadway and the southwesterly prolongation of the southeasterly line of Witherby Street.

Such furnishing of electric current shall be for a period of one year from and including November 5, 1946, to-wit, to and including November 4, 1947.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Pacific Highway Lighting District No. 1", filed January 4, 1947 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Thousand Nine Hundred Seventy and no/100 Dollars (\$2,970.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Pacific Highway Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Nine Hundred Seventy and no/100 Dollars (\$2,970.00) shall be paid out of any other fund than said special fund designated as "Pacific Highway Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Thousand Nine Hundred Seventy and no/100 Dollars (\$2,970.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" 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
 VINCENT T. GODFREY
 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 16th day of April, 1947.

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 Pacific Highway Lighting District No. 1; being Document No. 372205.

FRED W. SICK
 City Clerk of the City of San Diego, California
 By Betty J. Schriener Deputy

UNDERTAKING FOR STREET LIGHTING.
 Midway Drive Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Travelers 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-FIVE and no/100 DOLLARS (\$485.00), 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 April, 1947.

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 MIDWAY DRIVE and ROSECRANS STREET, within the limits and as particularly described in Resolution of Intention No. 84547, adopted by the Council of said City on November 12, 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
 Principal.
 Vice President in Charge of Sales

(SEAL)

THE TRAVELERS INDEMNITY COMPANY
 By FRANKLIN T. HALE Attorney-in-Fact
 Surety.

STATE OF CALIFORNIA } ss.
 COUNTY OF SAN DIEGO }

On this 10th day of April, 1947, before me personally came FRANKLIN T. HALE 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)

FRANCES S. BOWERS
 Notary Public
 My Commission expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 16th day of April, 1947.

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. 85556 passed and adopted on the 25th day of March, 1947, require and fix the sum of \$485.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK
 City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.
 Midway Drive Lighting District No. 1

THIS AGREEMENT, made and entered into this 22nd day of April, 1947, 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:

MIDWAY DRIVE, between a straight line drawn from the most southerly corner of Pueblo Lot 319 to a point on the southwesterly line of Midway Drive 758.26 feet southeasterly from the northwesterly line of Pueblo Lot 236 and the southeasterly line and its northeasterly production of Pueblo Lot 219; also the northeasterly half of Midway Drive between the northeasterly production of the southeasterly line of Pueblo Lot 219 and the southeasterly line of land condemned in Case No. 311, United States vs. Mannasse et al. of the 18th Judicial District, State of California; and

ROSECRANS STREET, between a line parallel to and distant 50.00 feet northeasterly from the southeasterly prolongation of the northeasterly line of Pueblo Lot 239, and a line parallel to and distant 120.00 feet southwesterly from the southeasterly prolongation of the northeasterly line of Pueblo Lot 239.

Such furnishing of electric current shall be for a period of one year from and including October 1, 1946, to-wit, to and including September 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 Midway Drive Lighting District No. 1", filed December 3, 1945 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Nine Hundred Thirty-eight and no/100 Dollars (\$1,938.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Midway Drive Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Nine Hundred Thirty-eight and no/100 Dollars (\$1,938.00) shall be paid out of any other fund than said special fund designated as "Midway Drive Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and 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 Thirty-eight and no/100 Dollars (\$1,938.00).

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

(SEAL)
ATTEST:
FRED W. SICK
City Clerk.
By AUGUST M. WADSTROM
Deputy

THE CITY OF SAN DIEGO.
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
CHAS. C. DAIL
VINCENT T. GODFREY
Members of the Council.

I hereby approve the form of the foregoing Contract, this 16th day of April, 1947.

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 Midway Drive Lighting District No. 1; being Document No. 372206.

FRED W. SICK
City Clerk of the City of San Diego, California.
By J. H. McKinney Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 16th day of April 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Lesta Brennehan, 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 April 16, 1947, 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 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

LESTA BRENNEMAN
Second Party

I HEREBY APPROVE the form of the foregoing contract this 17th day of April, 1947.

J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Lesta Brenneeman as District Water Bill Collector; being Document No. 372208.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener 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 18th day of April, 1947, 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 NATE BARNET, 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 service providing for the sale of refreshments, including food, candy, confectionery, ice cream products, cigars, cigarettes, tobacco, non-alcoholic beverages, souvenirs, programs and such other articles of merchandise as are commonly or usually sold in amusement parks and recreational centers; and

WHEREAS, said City is willing upon the terms and conditions hereinafter recited to grant to the second party such privilege and concession; NOW, THEREFORE,

BE IT UNDERSTOOD AND AGREED between the parties as follows:

The upkeep and maintenance of the City's parks and recreation centers are under the direct supervision of the Director of Parks and Recreation of The City of San Diego, and he shall be held responsible for the maintenance, upkeep and supervision of such parks and recreation centers, and shall represent the City Manager in seeing that the terms of this agreement are fulfilled in a manner satisfactory to the City.

THAT IN CONSIDERATION of the terms and conditions hereinafter recited and agreed to by the second party, the said City does hereby grant to the second party the privilege and concession rights upon such park and recreation center properties as are mutually agreeable to both parties, with the exception of such areas as are specifically excluded from the provisions of this agreement, and at such times as are mutually agreeable to both parties, for the sale of such refreshment, souvenirs and other merchandise as heretofore stated above.

Second party agrees that prices charged for all articles and commodities sold under this concession shall be approved by the City Manager. Second party further agrees to conduct said sales of articles and commodities in a manner satisfactory to the Director of Parks and Recreation and in accordance with all ordinances and regulations of The City of San Diego.

For and in consideration of the concession hereby granted, and in lieu of a specific sum of money to be paid monthly or otherwise therefor, the second party agrees to pay to the City for said privilege and concession, in the manner and form and at the times hereinafter provided, the following percentage:

For all sales made by the second party under the terms of this agreement, fifteen per cent (15%) of the gross amount thereof; however, this agreement does not preclude the making of separate agreements covering specific, permanent locations at different rentals to be agreed upon by the parties;

"Gross amount" as used in this agreement, does not include federal, state or city sales taxes, or amusement taxes.

It is further agreed between the parties hereto that the following areas are excluded from the provisions of this agreement:

The San Diego Zoological Gardens, The Municipal Golf Course, The Balboa Stadium, the premises of the Japanese Tea Pavillion and The House of Hospitality, The Municipal Gymnasium, The Balboa Tennis Club, The Tennis Shop and Clubroom to be erected at Morley Field, The Municipal Swimming Pool, the building now occupied by the United States Navy Commissioned Officers' Club, The La Jolla Parks, all areas within the Mission Bay Park project except those for which specific requests for concession service are made to the party of the second part by the Director of Parks and Recreation, and such clubrooms as are operated by The City of San Diego or accredited organizations on park or recreation properties for the convenience of their members or guests.

It is further agreed that the privilege and concession provided herein shall apply for all special events held upon said park or recreation properties, wherein space may be provided for the party of the second part by the sponsors of such special events without further expense

to said second party, and said sponsors of special events are expressly forbidden to sublet or contract such concession privileges to or with any agent, company or concessionaire.

Second party further 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 conduct of this privilege and concession, 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 time 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.

Second party shall furnish and pay for whatever electricity and gas may be consumed in the operation of said privilege and concession.

Second party shall, and does hereby agree to furnish all equipment necessary for the operation of said privilege and concession, other than that which now exists or may be installed by choice on the part of the City. All equipment furnished by the second party shall remain his own property, and may be installed and/or removed by him, providing the same is accomplished without damage to any building or premises.

Second party further agrees to keep said operations clean at all times and to conduct the same to the satisfaction of the City Manager, and in accordance with the ordinances of The City of San Diego. That all garbage, refuse and debris shall be kept in sanitary covered cans, and disposed of in accordance with the requirements of the City.

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 on premises used for the conduct of this privilege and concession and he does hereby covenant and agree at all times to save the 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.

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 the operation of this privilege and concession 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 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 similar to that called an Owners', Landlords' and Tenants' Public Liability Policy for \$10,000/\$20,000 limits, with The City of San Diego named as an additional insured to protect the City and its officers from liability imposed by Acts numbered 5149, 5150, 5618 and 5619 of Deering's General Laws, and by sections 1980, 1981 and 1982 of the Government Code, and by any other statutes, federal or state, or any law whatsoever covering the lessee's operations.

Second party shall file with the City Manager a Property Damage Insurance Policy in the amount of \$5,000 with the City of San Diego named as an additional insured to protect the City and its officers from liability that may arise from the operations of the lessee's operations.

This agreement, together with the privilege and concession herein granted shall be from April 16, 1947 and expiring April 15, 1951; provided, however, that the same may be cancelled and terminated by either party upon giving thirty (30) days' notice in writing of intention to do so. Such cancellation and/or termination shall not, however, be accomplished by the City for the sole purpose of executing a comparable agreement to other persons for a greater revenue percentage during the life of this agreement.

Nothing in the above 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 pursuant to Resolution No. 85753 of the Council of The City of San Diego, and second party has hereunto subscribed his name, the day and year first above written.

THE CITY OF SAN DIEGO,
Party of the First Part;
By F. A. RHODES
City Manager.

NATE BARNET
Party of the Second Part.

I HEREBY APPROVE the form of the foregoing Agreement, this 21st day of April, 1947.

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 Nate Barnet for sale of Refreshments, Tobacco, etc., on Balboa Park; being Document No. 372245.

FRED W. SICK
City Clerk of The City of San Diego, California
By Betty J. Schriener Deputy

LEASE AGREEMENT

THIS AGREEMENT, Made and entered into this 5th day of April, 1947, 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", parties of the first part, lessors; and William W. Breazeale of the City of San Diego, party of the second part, lessee; WITNESSETH:

THAT WHEREAS, The City of San Diego and the County of San Diego desire to lease the parking lot south of the Civic Center on a part time basis; and

WHEREAS, William W. Breazeale desires to rent said premises and is the highest bidder for a lease on said property; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

The lessors, for the consideration hereinafter mentioned, do hereby lease, demise and let to the party of the second part, as lessee, the south parking lot of the Civic Center,

the same being bounded by Harbor Drive on the west; Ash Street, on the south; Pacific Highway on the east and the sidewalk and curb south of the Civic Center, on the north, for a period of one year, beginning on the 5th day of April, 1947, and ending on the 4th day of April, 1948, with an option of renewal for an additional one year period if the lessee is satisfactory to the said parties of the first part at the end of the first year, and the party of the second part agrees to accept said lease and to carry out and perform the terms of this agreement:

1. The hours for which said parking lot shall be used by the party of the second part shall be as follows:

On Monday, Tuesday, Wednesday, Thursday and Friday, from 6:30 o'clock p.m. until 2:00 o'clock a. m. of the following day.

On Saturday, from 1:30 o'clock p. m. to 2:00 o'clock a. m. of the following day.

On Sunday and holidays, from 8:00 o'clock a. m. to 2:00 o'clock a. m. of the following day.

2. It is understood and agreed that the lessee shall charge a maximum price of 25¢ per vehicle for each vehicle parked in said lot and the parking lot shall be properly posted with signs showing the maximum charges to be made.

It is further understood and agreed that the parking lot shall be used for no other commercial purpose by the lessee without the official permission in writing from the lessors.

3. The lessee agrees to allow free parking to city and county employees operating their own or city and/or county cars at all times when such employees enter the parking lot for the purpose of entering the Civic Center Building; and likewise lessee agrees to allow free parking to State of California Highway Department employees at all times when such State of California Highway employees properly identify themselves and enter the parking lot for the purpose of entering the State Highway Department Building.

The lessee agrees to keep the parking lot clean and orderly at all times to the satisfaction of the Superintendent of the Civic Center Building and Grounds and shall use due diligence in preventing any disorderly conduct on said lot.

The lessee further agrees to operate the parking lot in conformity with City of San Diego, County of San Diego and State of California laws pertaining to all parking lots.

4. The lessee agrees to use due diligence in seeing that all parties leaving or entering the parking lot use driveways and walks provided for this purpose and do not damage city and county lawns and shrubs.

5. The lessors agree to keep in existence and operating, flood lights now installed for lighting the parking lot while it is in use under this contract.

It is further understood and agreed that the lessee will use a system of accounting acceptable to the City and County Auditors for determining the amount of gross revenue received from the use of said lot.

The lessee agrees to pay to the Superintendent of Building and Grounds acting for and on behalf of the lessors for the use of said parking lot the sum of ONE HUNDRED TWENTY FIVE DOLLARS (\$125.00) per month, or 33-1/3% of the gross revenue received from the operation of said lot whichever is the greater, the same to be equally divided between the parties of the first part.

6. The party of the second part agrees that he will not assign or sublet this agreement or any interest therein without first having obtained the written consent of the parties of the first part. The party of the second part further agrees that he will make no change or alterations upon said premises without first having received the written consent of lessors.

7. The lessee agrees to carry and keep in effect during the term of this lease and any renewal or extension thereof, policies of liability and property damage insurance which are acceptable to the parties of the first part in the amount of not less than Twenty-five Thousand Dollars (\$25,000.00) and Fifty Thousand Dollars (\$50,000.00), public liability, and Five Thousand Dollars (\$5,000.00) property damage.

8. It is understood and agreed that the rental payments are to be made monthly within ten days after the end of each calendar month and in order to guarantee such payments, lessee promises to furnish cash or a faithful performance bond in the sum of Two Hundred Fifty Dollars (\$250.00).

9. It is further understood and agreed that this contract may be terminated by either or both of the parties of the first part or by the party of the second part at any time upon the giving of sixty (60) days written notice to the other parties of the intention to end and terminate said contract.

10. It is further understood and agreed that this contract shall be of no force and effect until its execution by both The City of San Diego and the County of San Diego and by the party of the second part.

IN WITNESS WHEREOF, this agreement is executed on behalf of the County of San Diego by its Board of Supervisors pursuant to authority so to do contained in resolution duly and regularly adopted by said Board of Supervisors on the 31st day of March, 1947.

IN WITNESS WHEREOF, this agreement is executed on behalf of The City of San Diego by its City Manager, pursuant to authority so to do contained in Resolution No. 85595 duly and regularly adopted by the City Council of The City of San Diego, on the 25th day of March, 1947, and party of the second part who has hereunto subscribed his name on the day and year first hereinabove written.

COUNTY OF SAN DIEGO,
By DeGRAFF AUSTIN
Chairman,
Its Board of Supervisors.

(SEAL)
ATTEST:

J. B. McLEES
J. B. McLees, County Clerk and
ex-officio Clerk of the Board
of Supervisors
By M. NASLAND
Deputy

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager,
Parties of the First Part.

WILLIAM W. BREAZEAL
William W. Breazeale,
Party of the Second Part.

I HEREBY APPROVE the form of the foregoing contract this 18th day of April, 1947.

J. F. DuPAUL, City Attorney,
By J. H. McKINNEY
Deputy City Attorney.

I HEREBY APPROVE the form of the foregoing contract this 18 day of April, 1947.

JAMES DON KELLER, District Attorney,
and County Counsel,
By CARROLL H. SMITH
Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease Agreement with William W. Breazeale for Operation of Parking Lot South of Civic Center Building; being Document No. 372406.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

Road XI-SD-77-SD
PWP No. 119

AGREEMENT FOR THE PURCHASE OF THE STATE'S
TITLE TO CERTAIN TAX DEEDED PROPERTY, AS
PROVIDED BY DIVISION I, PART 6, CHAPTER 8,
OF THE REVENUE AND TAXATION CODE OF THE
STATE OF CALIFORNIA

THIS AGREEMENT, made the 31st day of March 1947, by and between the Board of Supervisors of the County of San Diego and the State of California, acting by and through the Department of Public Works,

W I T N E S S E T H:

THAT WHEREAS, the real property situated within the City of San Diego, County of San Diego, State of California, hereinafter set out in Exhibit "A" attached to and made a part hereof, has been deeded to the State of California for the nonpayment of taxes; and

WHEREAS, the public interest and necessity require the acquisition of said real property by the State of California, for and on behalf of the Department of Public Works, for the Cabrillo Freeway; and

WHEREAS, the selling price for said property as set forth in said Exhibit "A" has been agreed upon between said Board of Supervisors and the State Controller and the governing body of the city in which said property is located, and the State Controller and the governing body of the city in which said property is located, have, in writing, immediately following the place for the execution of the agreement by the parties thereto, evidenced their agreement to said selling price.

NOW, THEREFORE, IT IS AGREED:

1. That there shall be conveyed to the State of California for and on behalf of the Department of Public Works, all or any portion of the property described in aforesaid Exhibit "A" for the sum or sums set out and called "Selling Price", which shall not have been redeemed as provided in the Revenue and Taxation Code;

2. The State of California agrees to pay for said property said sum or sums set out in Exhibit "A" when notified by the Tax Collector of the County of San Diego that a deed for said property is ready for delivery;

3. That as provided by Section 3800 of the Revenue and Taxation Code of the State of California, the cost of giving the notice of this agreement shall be paid by the State of California.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be hereunto subscribed and their respective seals to be hereunto affixed by their respective proper officers thereunto duly authorized.

COUNTY OF SAN DIEGO
By DeGRAFF AUSTIN
Chairman, Board of Supervisors

ATTEST: M. NASLAND
County Clerk and ex officio Clerk
of the Board of Supervisors

APPROVAL RECOMMENDED:
JOHN OLAFF
District Right of Way Agent

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
E. E. WALLACE
District Engineer
DIVISION OF HIGHWAYS

Pursuant to Sections 3775 and 3795 of the Revenue and Taxation Code, the State Controller agrees to the selling price hereinbefore set forth.

(SEAL)

THOMAS H. KUCHEL,
State Controller
By BERT FOSTER
Deputy

Pursuant to Section 3775 of the Revenue and Taxation Code, the governing body of the City of San Diego hereby agrees to the selling price as provided in the above agreement.

CITY COUNCIL OF THE CITY OF SAN DIEGO
By HARLEY E. KNOX

Mayor

Attest: FRED W. SICK (SEAL)

City Clerk

By AUGUST M. WADSTROM
Deputy

This agreement was submitted to me on the 26th day of February, 1947, and it has been compared with the records of the County relating to the real property described therein, and is hereby approved pursuant to Section 3494 of the Revenue and Taxation Code of the State of California.

SAM A. CLAGGETT
Tax Collector of the County of San
Diego, State of California

APPROVED THIS 7th DAY OF April, 1947
THOMAS H. KUCHEL, STATE CONTROLLER
By BERT FOSTER
Deputy

APPROVED AS TO FORM

MARCH 3, 1947

J. F. DuPAUL, City Attorney

By THOMAS J. FANNING

Deputy City Attorney.

APPROVED AS TO FORM

2/28/47

CARROLL H. SMITH

Chief Trial Deputy, D.A.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Purchase of the States' Title to certain Tax Deeded Property in University Heights; being Document No. 372495.

FRED W. SICK

City Clerk of the City of San Diego, California

By Betty J. Schriener Deputy

LEASE

THIS INDENTURE OF LEASE, made in duplicate this 22nd day of April, 1947, 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, 1947, and ending on the 28th day of February, 1948, at a rental of One Dollar (\$1.00) for the term, payable in advance.

It is expressly understood and agreed by and between the parties hereto that this lease is entered into upon the following conditions and covenants:

1. That said premises shall be used by the lessee 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 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.
4. That the lessee shall pay all charges for gas, lights and water.
5. It is expressly agreed by the parties hereto that this lease may be terminated at any time herein by either party giving the other sixty (60) days' notice in writing.
6. 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.

(SEAL)

THE CITY OF SAN DIEGO, Lessor,

By F. A. RHODES

City Manager

ATTEST:

A. E. CURTIS

MCKINNON PUBLICATIONS, INCORPORATED,

Lessee,

By HARRY A. SITES, Secretary-Treas.

I HEREBY APPROVE the form and legality of the foregoing Lease this 23rd day of April, 1947.

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 McKinnon Publications, Incorporated for premises at 2284 Kearney Avenue, for amateur boxing center; being Document No. 372503.

FRED W. SICK

City Clerk of the City of San Diego, California

By Betty J. Schriener Deputy

KNOW ALL MEN BY THESE PRESENTS, That INTERNATIONAL HARVESTER 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 FIVE HUNDRED SIXTY-NINE DOLLARS (\$569.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of April, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 1 - Model K-6 International truck

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:

GERARD J. EGER

(SEAL)

Assistant Secretary

INTERNATIONAL HARVESTER COMPANY

By W. SCHUMACHER Vice-President

Principal.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety.

(SEAL)

ATTEST:
THERESA FITZGIBBONS
Agent

By D. E. GORTON
Attorney in Fact

STATE OF CALIFORNIA, } ss.
COUNTY OF LOS ANGELES }

On this 22nd day of April, 1947, before me, S. M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared D. E. Gorton, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) S. M. SMITH
Notary Public in and for the County of Los Angeles, State of California.
My Commission Expires Feb. 18, 1950

I hereby approve the form of the within Bond, this 25th day of April, 1947.

J. F. DuPAUL
City Attorney.

By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 25th day of April, 1947.

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 22nd day of April, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter 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:

1 - Model K-6 International truck,

175" wheelbase with 8.25 x 20 10P front and dual rear tires on spoke wheels, GVW 14,500 pounds, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 370726.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

1 - Model K-6 International truck \$ 2,273.47

Said price includes the California State Sales Tax.

Said contractor agrees to make delivery of said truck immediately upon 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:

Two Thousand Two Hundred Seventy-three and 47/100 Dollars (\$2,273.47), inclusive of the California State Sales Tax.

Payment for said truck 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. 85503 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.

INTERNATIONAL HARVESTER COMPANY

By W. SCHUMACHER Vice-President

Contractor.

ATTEST:

(SEAL)

GERARD J. EGER
Assistant Secretary

I hereby approve the form and legality of the foregoing contract this 25th day of April, 1947.

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 International Harvester Company for Furnishing 1 Model K-6 International Truck; being Document No. 372526.

FRED W. SICK

City Clerk of the City of San Diego, California

By Betty J. Schriener Deputy

NEGOTIATED UTILITY SERVICE CONTRACT

(No Connection Charge) WATER Service

802 Muirlands Drive, La Jolla-Hermosa, San Diego, San Diego, California
(Station or premises to be served) (City) (County) (State)

Premises are: { } Government-owned Symbol Number of Lease W-04-193-eng-3067
{ X } Government-leased Name of Lessor Union Title Insurance & Trust Co.
and H. J. Muir

Los Angeles District

Bills will be rendered to Corps of Engineers at 751 South Figueroa Street, Los Angeles, California.

Payment will be made by Finance Officer, United States Army, at 824 South Western Avenue, Los Angeles, California.

Estimated annual cost hereunder: \$ 42.00

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th. Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:

2170905 708-4168 P330-05 S-04-353

CONTRACTOR'S PROPOSAL

Date 24 February 1947

At the request of the United States, the undersigned offers and agrees to furnish required water service, beginning on 24 February 1947, and thereafter until further notice (See Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth below or attached hereto; General Provisions on the reverse side hereof; and Special Provisions numbered 1 to - inclusive (if attached and made part hereof in accordance with the footnote entitled "Special Provisions").

CITY OF SAN DIEGO WATER DEPARTMENT
(Contractor)

*Special Provisions. --When the estimated annual expenditure under this contract is more than \$1000, Special Provisions A (Electric Service), B (Gas Service), C (Water Service), or D (Sewage Service) shall be attached and made part hereof.

San Diego, California
(Address)

By F. A. RHODES

Title F. A. RHODES, City Manager
authorized to make this proposal

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 24th day of February 1947

UNITED STATES OF AMERICA

By PAUL C. BEARDSLEE

Contracting Officer

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: AMERICAN PIPE AND CONSTRUCTION CO.
DALE E. McCOIG (SEAL) By ROBERT EDWARDS
Assistant Secretary Vice Pres. Principal.

(SEAL) FIDELITY AND DEPOSIT COMPANY OF MARYLAND
ATTEST: By L. D. JENSON Surety.
THERESA FITZGIBBONS Attorney in Fact
Agent

STATE OF CALIFORNIA, } ss.
COUNTY OF LOS ANGELES }

On this 25th day of April, 1947, 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 L. D. Jenson, 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 28th day of April, 1947.
J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 29th day of April 1947.
F. A. RHODES
City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 25th day of April, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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 and deliver to said City:

432 lin. ft. 21" centrifugally spun reinforced concrete pipe
300 " " 15" " " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 370965.
Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

432 lin. ft. 21" concrete pipe	@ \$2.40 per ft.	\$1,036.80
300 " " 15" " " "	@ \$1.70 " "	510.00
		<hr/> \$1,546.80

Said prices do not include the California State Sales Tax, which will be paid by the City.
Said contractor agrees to deliver said material at Mt. Hope Cemetery within three weeks after receipt of purchase order. Said pipe will be manufactured by contractor at its plant located at 2910 Kurtz Street in San Diego.
Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand Five Hundred Forty-six and 80/100 Dollars (\$1,546.80), 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. 85594 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES
City Manager.

AMERICAN PIPE & CONSTRUCTION CO.
By ROBERT EDWARDS Vice Pres.
Contractor.

ATTEST:
DALE E. McCOIG
Assistant Secretary

(SEAL)

I hereby approve the form and legality of the foregoing contract this 28th day of April, 1947.

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 & Construction Co. for Furnishing Reinforced Concrete Pipe; being Document No. 372648.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 30th day of April, 1947, 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, and DR. HAROLD A. THOMPSON, a resident of The City of San Diego, WITNESSETH:

I.

Said Dr. Harold A. Thompson hereby agrees to act as Bacteriologist for and to furnish the necessary laboratory services and facilities to the Department of Public Health of The said City of San Diego and the County of San Diego, incidental to and in connection with the furnishing to said department of pathological and bacteriological analysis of food, milk and cream; laboratory diagnoses of rabies; gonococcus cultures and diagnoses in operation of the Venereal Disease Clinic; agglutination tests for typhoid, typhus and other diseases; urinalysis; tests for RH factors; examination of stools, and similar services and duties as may be required by the Director of Health for said City of San Diego.

II.

The City of San Diego hereby agrees to purchase and furnish all laboratory supplies, exclusive of capital outlay expenditures, that are necessary and incidental to the performance of the services referred to herein.

III.

As consideration for the foregoing The City of San Diego agrees to pay the said Dr. Harold A. Thompson for said services and facilities the sum of six hundred dollars (\$600.00) per month, upon the presentation of the proper invoices and claims for said services and facilities.

IV.

It is further agreed that this agreement shall be in effect from May 1, 1947 for the months of May and June, and same shall terminate on July 1, 1947.

V.

This agreement is entered into by The City of San Diego pursuant to the power of the City Manager under Section 28 of the City Charter to employ experts or consultants to perform work or give advice connected with the departments of the City when such work or advice is necessary in connection therewith. It is understood and agreed between the parties hereto that the said Dr. Harold A. Thompson is acting as an independent contractor, and that he is not an employee of The City of San Diego, either Classified or Unclassified, and that he has no rights or benefits, and by the execution of this agreement said Dr. Harold A. Thompson expressly waives any rights or benefits under the City Employees' Retirement System.

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 resolution of the Council authorizing such execution, and the said 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

H. A. THOMPSON

I hereby approve the form and legality of the foregoing Agreement this 30 day of April, 1947.

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 Dr. Harold A. Thompson for Laboratory Services to July 1, 1947; being Document No. 372650.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

NATIONAL HOUSING AGENCY
FEDERAL PUBLIC HOUSING AUTHORITY
750 Market Street
San Francisco 2, California

Contract No. HA(CAS-4151)cph-102
Date: April 15, 1947

NOTICE OF RENEWAL

City of San Diego
A Municipal Corporation

Gentlemen:

You are advised that, pursuant to the terms of that certain lease dated July 1, 1945, by which you leased to the United States of America all that portion of Pueblo Lot 1311 of Pueblo Lands of San Diego in the City of San Diego, County of San Diego, State of California, according to the map thereof made by James Pascoe, a copy of which map is filed as Miscellaneous Map No. 36 in the Office of the County Recorder of said County of San Diego for the term commencing July 1, 1945 and ending June 30, 1946, subject to renewal thereafter in accordance with the terms thereof, you are hereby notified that all of the conditions and provisions of said lease are hereby extended to cover the period beginning July 1, 1947 and ending June 30, 1948, at a rental of \$300 per annum, payable on the 30th day of June, 1948.

All of the considerations, acts, promises, agreements and provisions to be executed and performed by each party to the above mentioned instrument as originally provided shall remain in full force and effect for the said extended period.

Sincerely yours,

UNITED STATES OF AMERICA
FEDERAL PUBLIC HOUSING AUTHORITY
By E. EUGENE TUCKER
Acting Assistant Director for Management

Receipt of the foregoing Notice of
Renewal is hereby acknowledged
this 29th day of April 1947.

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 Renewal of Lease - U.S.A. Federal Public Housing Authority Housing Area P.L. 1311 (Camp Callan Housing); being Document No. 372651.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

AGREEMENT FOR ALLOCATION OF STATE AID TO ACQUIRE
AND ESTABLISH TEMPORARY EMERGENCY HOUSING FACILITIES
FOR VETERANS AND FAMILIES OF SERVICEMEN

(Chapter 29, Statutes of 1946, First Extra Session)

Application No. 130
Allotment No. 102

1. THIS AGREEMENT made and entered into this 29th day of April, 1947, by and between the STATE OF CALIFORNIA, party of the first part, hereinafter called the "State" and the CITY OF SAN DIEGO, a "Local Agency" as defined in Chapter 29, Statutes 1946, (First Extra Session), party of the second part, hereinafter called "Local Agency";

W I T N E S S E T H:

2. WHEREAS, Local Agency has entered into a contract with the Federal Public Housing Authority of the United States of America, dated June 26, 1946, under the provisions of Title V of the Lanham Act, (Public Law 849, 76th Congress, as amended, particularly by the amendment embodied in Public Law 292, 79th Congress S. J. 122) for the purpose of providing veterans and families of veterans and families of servicemen with certain temporary housing facilities described in said contract, which contract bears the identification "Project No. CAL-V-4568; and

3. WHEREAS, Local Agency has filed an application dated January 24, 1947, with the Director of Finance of the State of California under said Chapter 29, Statutes of 1946 (First Extra Session) for financial aid to establish said temporary and emergency housing facilities known as Project No. CAL-V-4568 located at Riverlawn - 256 units adjacent to Rosecrans Street, City of San Diego, County of San Diego, State of California for veterans and families of veterans and families of servicemen, and said application, as to said project, has been approved by the Director of Finance, subject to the execution of this agreement;

4. NOW, THEREFORE, the Director of Finance hereby allocates to Local Agency from the

appropriation contained in said Chapter 29, Statutes of 1946 (First Extra Session) for expenditure for establishing said temporary and emergency housing facilities in accordance with said Chapter 29 and Local Agency's aforesaid contract with the Federal Public Housing Authority, and all applicable Federal laws and regulations and orders issued thereunder, the sum of FIFTY THOUSAND EIGHTY-Seven and 68/100 DOLLARS (\$50,087.68) or so much thereof as may be necessary to be paid to Local Agency as hereinafter provided. It is understood that said allocation shall not be available to pay for any expenditures included in Local Agency's application hereinabove referred which are not within the scope of said Chapter 29. No money shall be used from said allocation, or from the amount agreed to be provided by Local Agency as its share of the project, for acquisition, improvements, installation, facilities, or utilities or such portions thereof which in the opinion of the Director of Finance are more extensive than is warranted by the size and temporary character of the project to which this agreement relates. Upon a determination by the Director of Finance that any such acquisition, improvement, installation, facility or utility is more extensive or permanent in nature than is warranted by the size and temporary character of the project, the Director of Finance may deduct from the allocation herein made an amount deemed by him to be appropriate in order to comply with the intent and purposes of the Act. Any such acquisition, improvement, installation, facility or utility shall be deemed an asset of the project to the extent of both parties' investments therein from State Funds and from Local Agency's required contribution.

5. LOCAL AGENCY AGREES: To provide for the above mentioned Project in the CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, State of California, a site or sites suitable for the purpose of establishing, maintaining and operating thereon the aforesaid housing facilities pursuant to Local Agency's aforesaid contract with the Federal Public Housing Authority and this agreement. Local Agency represents in its application that it is providing and furnishing a site or sites upon which said housing facilities are to be established. Said site or sites shall be improved with, or Local Agency shall provide or cause to be provided in connection therewith, the following improvements:

(a) Necessary and adequate access streets or roads to such site or sites, and such off-street parking areas as are deemed necessary;

(b) Adequate streets, together with sidewalks along such streets within the boundaries of such site or sites;

(c) Extension of all necessary utilities (including sanitary and storm sewers, water, electricity, and/or gas) to the site or sites, and installation of mains or conduits for such utilities in or along the streets within the boundaries of the site or sites; and

(d) All necessary grading except that provided by the Federal Public Housing Authority.

6. To furnish technical services, with plans and drawings for said project, such as:

(a) Topographical surveys;

(b) Detailed site or plot layout plan showing location of buildings and all utility systems furnished by the Local Agency;

(c) Engineering services in connection with the staking and laying out of building locations, building lines and other similar services necessary to complete the project.

7. To provide and pay, from funds other than those allocated for any housing project from the appropriation contained in said Chapter 29, Statutes of 1946 (First Extra Session) at least ten per cent of the non-Federal Cost of establishing and making said housing facilities ready for occupancy, unless said ten per cent has otherwise been provided as permitted by the second paragraph of Section 8 of said Chapter 29.

8. To furnish the Director of Finance, contemporaneously with the execution of this agreement, an initial operating budget itemizing all anticipated revenues and expenditures of the housing project for the period from the date commencing with the execution of this contract and ending June 30, 1947 and showing the net revenue contemplated through the operations of the project. For subsequent fiscal years, Local Agency agrees to furnish a like budget in advance of each fiscal year period beginning July 1, and ending June 30.

9. To establish, manage, maintain, operate, and dispose of the said emergency housing facilities on said site in accordance with the provisions of the said contract between Local Agency and the Federal Public Housing Authority and this agreement; to furnish such statements and reports as may be required from time to time by the Director of Finance, to permit representatives of the State Department of Finance to inspect the housing facilities provided for herein and to examine all books, records and accounts in connection therewith at any reasonable time. To maintain an accurate and complete set of accounts covering all income and expenditures in connection with said project.

10. To furnish necessary furniture and equipment for said housing facilities, not provided by the Federal Public Housing Authority, which furniture and equipment shall be mutually agreed upon by the parties hereto.

11. Not to sell, exchange, encumber or otherwise dispose of any assets or property of the housing facility unless the written consent of the Director of Finance is first had and obtained, excepting transfers or loans of furniture between said housing facility and other housing projects for which State funds will have been allocated under said Chapter 29. Local Agency agrees to promptly report any such transfers or loans to the Director of Finance, and further agrees to make appropriate rental adjustments in connection with such transfers or loans.

12. To exercise all reasonable diligence and dispatch in expediting the establishing of the housing facilities herein mentioned in order that such housing facilities may be made ready for occupancy at the earliest possible moment.

13. To maintain and operate the aforesaid housing facilities for the purpose provided herein, and for no other purpose, for a period commencing upon the establishing of said housing facilities and continuing until this agreement is terminated by the Director of Finance, should the Director of Finance or the State Legislature determine that the necessity for this agreement no longer exists, provided such termination is consistent with the terms of Title V of the said Lanham Act, as amended, and with the contract between Local Agency and the Federal Public Housing Authority. Notwithstanding anything contained in this agreement to the contrary, the housing facilities herein mentioned shall not be operated or maintained beyond the period, or any extensions thereof, prescribed in the contract between Local Agency and the Federal Public Housing Authority or after the ninetieth day following the convening of the Regular Session of the Fifty-eighth Legislature, whichever ending date first occurs.

14. To repay the State as contemplated by said Chapter 29, and to the extent permitted by revenues of the project and the said contract between the Local Agency and Federal Public Housing Authority, any amounts paid by the State from the allocation herein made. Local Agency agrees to include as expenses of the project, allowances for ground rental and furniture and equipment rental to the extent permitted by Local Agency's contract with the Federal Public Housing Authority. Such allowances shall be considered as revenues of the project not subject to remittance to the Federal Public Housing Authority. Said ground rental shall be held as a reserve against any operating deficit or deficits which may occur during the life of this agreement unless the Local Agency and the Director of Finance mutually agree upon some other disposition of such funds. From such reserve the Local Agency may expend such sums as in its opinion may be necessary or proper to provide fire, extended coverage and first cost earthquake insurance on all insurable property, for the benefit of the Local Agency and the State as their interests may appear. That all other revenues not included in such reserve

and received by Local Agency in operating the project, less expenses of operating and managing the project as allowed under Local Agency's contract with the Federal Public Housing Authority, and less amounts required to be remitted to the Federal Public Housing Authority, shall be apportioned and paid to Local Agency and the State in proportion to their respective investments in the project. Such payments shall be made to the State on or before August 31 of each year.

15. That should the Federal Government reimburse Local Agency for expenditures in which the State has participated, Local Agency will use such funds immediately upon receipt of same to repay the State in proportion to the latter's participation in such expenditures.

16. To promptly forward to the Director of Finance copies of any and all written statements and reports made by Local Agency to the Federal Public Housing Authority in connection with said housing facilities. To consult with the Director of Finance before negotiating any amendments to the aforesaid contract between Local Agency and the Federal Public Housing Authority.

17. To agree with the Director of Finance, as soon as practicable following execution of this agreement, for the establishing of a reserve from the original amount allocated to be used for the purpose of demolition and site restoration.

18. That all officers and employees of Local Agency responsible for the handling or disbursing of funds under this agreement will be appropriately bonded to the State of California and that satisfactory evidence of the coverage will be furnished to the Director of Finance. That the amount and form of such coverage shall be subject to approval of the Director of Finance. In case the officer or employee is bonded by means of a public official bond, evidence of coverage may be furnished by means of a certified copy or photostatic copy of said officer's or employee's public official bond. Where the officer or employee is bonded by means of a blanket position schedule form of bond, evidence of coverage may be furnished by means of a certified copy or photostatic copy of such bond naming the State of California as additional obligee.

19. To deposit all monies received from the State under this agreement in a separate bank account to be withdrawn only in accordance with this agreement and only by authorized officers of Local Agency bonded as herein provided.

20. Upon receipt and expenditure by Local Agency of all funds allocated and paid to it hereunder for constructing and equipping said housing project, Local Agency will furnish the Director of Finance with a certified, written statement showing all expenditures from State funds allocated by this agreement, including check number, amounts, and names of payees. Such statement shall show a breakdown of expenditures in accordance with the classification of items set forth in the "Certified Statement of Estimated Non-Federal Costs" exhibit appended to Local Agency's application.

21. THE STATE AGREES: To pay Local Agency from the allocation herein agreed to be made not more than ninety (90) per cent of the non-Federal expenditures made or to be made by Local Agency in accordance with this agreement. Upon receipt from Local Agency of a certified claim, on forms provided by the State, the State agrees to advance to Local Agency from said allocation an initial payment of not to exceed twenty-five (25) per cent of the amount allocated. When the initial payment has been made as aforesaid, the State agrees to thereafter make progress payments to Local Agency on the basis of not to exceed ninety (90) per cent of the non-Federal expenditures made or for which payments are due until ninety (90) per cent of the State's allocation, less the reserve for demolition and site restoration herein provided for, has been paid. The balance of the State's allocation, less said reserve for demolition and for site restoration, shall be paid to Local Agency following such inspection of the project and the books and records thereof as the Director of Finance may deem desirable to make or cause to be made. All claims for payment shall be supported by:

(1) An itemized list of expenditures which shall show whether such expenditures were paid, the date of payments, or the date when payment will be due, name of each vendor or payee, the amount paid or payable to each such vendor or payee, date and identifying number of warrant or check by which payment was made, the period of service and unit rate in case of personal services and a description of materials and services supplied or to be supplied; and

(2) A sworn statement by the fiscal or other appropriate officer of Local Agency to the effect that all listed expenditures have been or will be paid in the amounts shown; that all such listed expenditures were or will be incurred in accordance with law and solely for the purposes of, and in accordance with, this agreement, and that the funds received from the State of California pursuant to such claim will be expended solely in reimbursement or payment of such listed expenditures.

22. IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO: That a copy of every agreement entered into by Local Agency for or in connection with the acquisition, establishing and equipping of the housing facilities herein mentioned shall be submitted to the Director of Finance before any payments are made to Local Agency in connection with such agreements from State funds herein allocated, provided however, that the Director of Finance may at his option waive this provision of the agreement; that all such contracts in excess of Five Hundred Dollars (\$500.00) shall be awarded only to the lowest bidder on the basis of competitive written bids, unless it is impossible or impracticable to secure such bids, or the Director of Finance otherwise approves in writing. In the event it is impossible or impracticable to secure bids as provided in this paragraph, Local Agency will adopt a resolution to that effect containing a full explanation and transmit a certified copy of such resolution to the Director of Finance when submitting the contract or contracts.

Prior to discontinuance of the housing facilities, Local Agency will submit to the Director of Finance a report of transactions covering said housing project in such form as the Director of Finance shall prescribe, and will further submit to the Director of Finance for approval, a plan of liquidation which will take into consideration the respective interests of the State and Local Agency in the project, to the end that the parties hereto will be reimbursed in proportion to their respective investments to the extent that assets of the project permit. Should the Local Agency fail or refuse to submit such a plan of liquidation within a period of ninety days after being requested in writing so to do by the Director of Finance, the Director of Finance may at his option take possession of said project and all assets thereof and liquidate the same in accordance with such plan as the Director may then determine.

23. That upon termination of this agreement or upon expiration of the period of operation and maintenance specified in paragraph 13 of this agreement, Local Agency will discontinue the said housing facilities and liquidate the project and any assets thereof in such manner as may be agreed upon between Local Agency and the Director of Finance and according to such rules and regulations as may be prescribed by the Director of Finance for such purpose, in order to secure to Local Agency and the State a share of the proceeds proportionate to their respective investments.

24. Should Local Agency fail to exercise all reasonable diligence and dispatch in the establishing of said housing facilities to the end that such facilities may be made ready for occupancy at the earliest possible moment or should Local Agency otherwise breach the terms of this agreement, and should such breach not be rectified within ten days after written notice to the Local Agency of the existence of such breach, then and in that event, the

Director of Finance in addition to any other remedies may terminate this agreement and the State of California shall be relieved of any further obligations thereunder. In the event of such termination, Local Agency agrees to refund to the State or expend any State funds in its possession and allocated to Local Agency under this agreement, in such manner as the Director of Finance shall prescribe.

25. That the terms and provisions of this agreement shall be subject to the terms and provisions of the aforesaid contract between Local Agency and the Federal Public Housing Authority in so far as the same may be inconsistent with and repugnant thereto.

26. That this agreement may be terminated or amended by mutual consent in writing of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

STATE OF CALIFORNIA
By JAMES S. DEAN
Director of Finance

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 Agreement with State of California re Aid for Veterans Housing Projects; being Document No. 372560.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 29th day of April, 1947 by and 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 Manager hereinafter sometimes designated the City, and TATE PIPE LININGS, INC. 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 sums of money specified in the Bid Schedule, attached, hereto, and by this reference made a part of hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish all labor, certain material, equipment, transportation and services necessary or incidental to the cleaning and lining with cement the 10 and 12 inch Cast Iron Water Mains consisting of approximately 21,000 feet in the City of San Diego, California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said CITY, marked Document No. 370729 that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and reference thereto incorporated herein and made a part hereof.

ARTICLE II. In consideration of the construction and completion of the work by the contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the contractor, herein undertaken and agreed upon, the City will pay the contractor, for the respective items of work done by him, at the rates specified thereof in the Bid schedule, attached hereto and by this reference made a part hereof, said payments to be made at the time and in the manner specified in Paragraph 5 of the Special Conditions attached hereto.

ARTICLE III. The contractor hereby agrees that he will be bound by each and every part of the plans and specifications, do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Engineer, Division of Distribution of the Water Department of said City.

ARTICLE IV. No interest in this agreement shall be transferred by the contractor to any other party, and upon attempt by the contractor to make such transfer the City of San Diego may declare such transfer or attempted transfer to be a breach of the terms of this contract, and upon the ground of such breach may cancel this agreement. All rights of action, however, for this or any other breach of this contract are reserved to the City. No interest of the contractor under this agreement shall be subject to transfer by operation of law.

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by the City of San Diego, its officers, or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Section 196 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor; contrary to the provisions of said City Charter, for each calendar day; or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be

bona fide residents of the City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following rate for any work done under this contract by the contractor or by any subcontractor.

TRADE OR OCCUPATION

8 hour day

Air Tool Operator	10.80
Carpenter	13.20
Fireman or Oiler	10.60
Laborer Construction	9.20
Power Equipment Operators	
Air Compressor	11.60
Bulldozer	13.60
Crane	15.20
Pavement Breaker	13.20
Tractor - Boom attachment	13.60
Trenching Machine	14.20
Truck Driver less than 6 Ton	9.80
Truck Driver 6 to 10 Ton	10.00
Pipe Layer	10.60
Pipe Caulker	10.60

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$9.20 per day of 8 hours.

Payment shall be made for necessary work performed on legal holidays, including Sundays, and other overtime work when permitted by law, at the rate of time and one half.

ARTICLE VIII: It is mutually agreed between the parties hereto that in no case unauthorized by the charter of the City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer, thereof, be liable for any portion of the contract price.

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 contractor has executed this contract, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager.

ATTEST:
LOUISE R. MOULTON

(SEAL)

TATE PIPE LININGS INC.
Contractor
By ELLSWORTH H. LEIS Pres.

I hereby approve the form and legality of the foregoing contract this 29th day of April, 1947.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that TATE PIPE LININGS, INC., a corporation, as principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-eight thousand two hundred eighty-three dollars (\$28,283.00) (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, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of April, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all labor, certain material, equipment, transportation and services for cement lining water mains in portions of Balboa Avenue, Grand Avenue and Morena Boulevard, consisting of approximately 21,000 feet of cast iron pipe; all as more particularly and in detail set forth in those drawings and specifications contained in Document No. 370729, on file in the office of the City Clerk of said City; that true copies of said drawings and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are attached to said contract and made a part thereof, as in said contract provided; and reference is hereby made to said contract and to said drawings 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 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 said principal and surety have caused this instrument to be executed, the day and year first hereinabove written.

ATTEST:
LOUISE R. MOULTON

(SEAL)

TATE PIPE LININGS, INC.
Principal.
By ELLSWORTH H. LEIS
Pres.

THE AETNA CASUALTY AND SURETY COMPANY
Surety

ATTEST:
F. GRAESZEL
Resident Assistant Secretary

(SEAL)

By R. S. POSSINGER
Resident Vice President
Countersigned By
RICHARD A. MILLS

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES) SS.

On this 28th day of April, in the year nineteen hundred forty-seven, before me, C. A. Akin, a Notary Public in and for the said County of LOS ANGELES, STATE OF CALIFORNIA, residing therein, duly commissioned and sworn, personally appeared R. S. Possinger, known to me to be the Resident Vice-President and F. Graeszel, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

C. A. AKIN
Notary Public in and for said Los Angeles County, State
of California

My Commission Expires Feb. 17, 1951

I hereby approve the form of the foregoing Bond this 29th day of April, 1947.

J. F. DuPAUL
City Attorney.

By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing Bond this 29th day of April, 1947.

F. A. RHODES
City Manager.

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That TATE PIPE LININGS, INC., a corporation, as principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-eight thousand two hundred eighty-three dollars (\$28,283.00) (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 28th day of April, 1947.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all labor, certain material, equipment, transportation and services for cement lining water mains in portions of Balboa Avenue, Grand Avenue and Morena Boulevard, consisting of approximately 21,000 feet of cast iron pipe; all as more particularly and in detail set forth in those drawings and specifications contained in Document No. 370729, on file in the office of the City Clerk of said City; that true copies of said drawings and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are attached to said contract, and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said drawings and specifications for a particular description of the work to be done.

AND WHEREAS, the aforesaid penal sum of Twenty-eight thousand two hundred eighty-three Dollars (\$28,283.00), 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 provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, the day and year first hereinabove written.

ATTEST:
LOUISE R. MOULTON

(SEAL)

TATE PIPE LININGS, INC.
Principal
By ELLSWORTH H. LEIS Pres.

THE AETNA CASUALTY AND SURETY COMPANY
Surety.

ATTEST:
F. GRAESZEL
Resident Assistant Secretary

(SEAL)

By R. S. POSSINGER
Resident Vice President

Countersigned By
RICHARD A. MILLS

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES } SS.

On this 28th day of April, in the year nineteen hundred forty-seven, before me, C. A. Akin, a Notary Public in and for the said County of LOS ANGELES, STATE OF CALIFORNIA, residing therein, duly commissioned and sworn, personally appeared R. S. Possinger, known to me to be the Resident Vice-President and F. Graeszal, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

C. A. AKIN
Notary Public in and for said Los Angeles County,
State of California
My Commission Expires Feb. 17, 1951

I hereby approve the form of the foregoing Bond this 29th day of April, 1947.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

I hereby approve the foregoing Bond this 29th day of April, 1947.

F. A. RHODES
City Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Tate Pipe Linings, Inc. for cement lining water mains; being Document No. 372661.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 21st day of April, 1947, 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 COUNTY OF SAN DIEGO, STATE OF
CALIFORNIA, ACTING BY AND THROUGH
ITS BOARD OF SUPERVISORS,

and

Party of the First Part,

THE CITY OF SAN DIEGO, a Municipal
Corporation in the County of San
Diego, State of California,

Party of the Second Part,

W I T N E S S E T H:

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, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description

(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
DePUY'S SUBDIVISION:				
BLOCK 3:				
Lot 19	9/1/33	4584	7/1/38	505
Lot 20	9/1/33	4585	7/1/38	506
Lot 21	9/1/33	4586	7/1/38	507
Lot 22	9/1/33	4587	7/1/38	508
Lot 23	9/1/33	4588	7/1/38	509
Lot 24	9/1/33	4589	7/1/38	510
GOLDEN PARK:				
BLOCK 6:				
Lot 6,	5/29/32	1484	7/1/37	173
E-1/2 of Lot 12,	5/29/32	1487	7/1/37	174

ROSEVILLE:

Block 1, 6/29/27 47853 8/10/32 3967

BLOCK 116:

Lots 1 and 2, 6/29/27 48038 8/10/32 3970
(Exc R of W) Lot 3, 6/28/35 18502 7/15/40 864

BLOCK 134:

(Ex St) Lots 1 to 3,
and all of Lots 4 and 10, 6/29/32 10027 7/1/37 1111

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 April 21, 1947 (As of date of Execution of Agreement)	2nd Payment April 21, 1948 (Anniversary Date of Agreement)	3rd Payment April 21, 1949 (2nd Anniver- sary Date of Agreement)	Final Payment (Upon Exercise of Option)
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DePUY'S SUBDIVISION:

BLOCK 3:

Lot 19,	\$.50	\$.50	\$.50	\$ 5.00
Lot 20,	.50	.50	.50	5.00
Lot 21,	.50	.50	.50	5.00
Lot 22,	.50	.50	.50	5.00
Lot 23,	.50	.50	.50	5.00
Lot 24,	.50	.50	.50	5.00

GOLDEN PARK:

BLOCK 6:

Lot 6,	.50	.50	.50	5.00
E-1/2 of Lot 12	.50	.50	.50	5.00

ROSEVILLE:

Block 1,	.50	.50	.50	5.00
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BLOCK 116:

Lots 1 and 2,	.50 ea.	.50 ea.	.50 ea.	5.00 ea.
(Exc R of W)				
Lot 3,	.50	.50	.50	5.00

BLOCK 134:

(Ex St) Lots 1 to 3, and All of Lots 4 and 10,	.50 ea.	.50 ea.	.50 ea.	5.00 ea.
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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; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

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 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 is given to The City of San Diego under the terms and conditions of Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by resolution duly passed and adopted on the 21st day of April, 1947, 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. 85675, adopted April 8th

1947, the day and year in this agreement first above written.

THE COUNTY OF SAN DIEGO, STATE OF
CALIFORNIA,

By DeGRAFF AUSTIN
Chairman, Board of Supervisors.

ATTEST:

J. B. McLees, County Clerk
and Ex-officio Clerk of the
Board of Supervisors

By S. GIPSON

Deputy.

(SEAL)

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager.

The undersigned, Sam A. Claggett, Tax Collector of the County of San Diego, State of California, pursuant to Chapter 352, Statutes of 1943, and Chapter 409, Statutes of 1943 (Sec. 3794.2, Revenue and Taxation 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 Apr 15 1947, 1947.

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 April 28th, 1947.

THOMAS H. KUCHEL, Controller of
the State of California.

By BERT FOSTER

Deputy.

Approved as to form

(SEAL)

Date April 8, 1947.

JAMES DON KELLER, 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.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax dedeed Lands - Golden Park, Roseville, DePuy's Addition; being Document No. 372653.

FRED W. SICK

City Clerk of the City of San Diego, California

By Betty J. Schreiner Deputy

A G R E E M E N T

THIS AGREEMENT entered into this 15th day of March 1947, by and between L. E. DIXON COMPANY, a co-partnership, and M. F. KEMPER CONSTRUCTION CO., a partnership,
WITNESSETH THAT:

M. F. Kemper Construction Co. desires to enter into a sub-contract with L. E. Dixon Company for the concrete lining and other items of work listed below in connection with the construction of the El Monte Pipe Line, Section III, Grossmont Tunnel, for the Water Department of the City of San Diego, California.

NOW, THEREFORE, L. E. Dixon Company and M. F. Kemper Construction Co. do mutually agree as follows:

1. The M. F. Kemper Construction Co. is to perform all work in accordance with the plans and specifications and conditions, as prepared by the City of San Diego, including all labor, materials, and insurance for the following bid items and at the agreed unit prices listed below:

Item

#8	40 ft. of 1/2" steel pipe	\$ 95.00 ft.	\$ 3,840.00
#9	40 ft. gunite lining	38.00 ft.	1,520.00
#10	605,000 lbs. placing reinforcing steel	.05 lb.	30,300.00
#11	9,650 barrels cement	3.80 bbl.	36,670.00
#12	5,600 cu. yds. of concrete in tunnel	32.00 yd.	179,200.00
#13	50 ft. of 2" grout pipe	2.50 ft.	150.00
#14	350 ft. drilling grout holes	1.50 ft.	540.00
#15	200 grout connections	3.00 ea.	600.00
#16	20 cu. yds. grouting	50.00 yd.	1,000.00

TOTAL

\$253,820.00

2. EQUIPMENT TO BE FURNISHED. L. E. Dixon Company is to furnish for use, free of charge to M. F. Kemper Construction Co. on the work covered by this agreement at the aforesaid tunnel: Compressed Air Plant, Electric Power and Lighting System, Storage Battery Charging Set, Storage Battery Locomotives, Track, Air Lines, Water Lines, Water Supply System, Buildings and Shop, and/or to make available any or all of the equipment which was used by L. E. Dixon Company in their operations for the work being done by M. F. Kemper Construction Co. in their operations on said tunnel. All cost of operations of the L. E. Dixon Company equipment is to be borne by the M. F. Kemper Construction Co., and it is also understood that this equipment will be returned to the L. E. Dixon Company in as good condition as when received, normal wear and tear excepted. Any additional equipment needed beyond that used for tunnel driving operations is to be furnished by the M. F. Kemper Construction Co.

3. REMOVAL OF EQUIPMENT AND CLEAN-UP. Upon the completion of the work as outlined in this agreement, L. E. Dixon Company will remove equipment and buildings furnished by them and restore the property in accordance with the specifications insofar as their operations are concerned, and M. F. Kemper Construction Co. will do likewise insofar as their operations are concerned.

4. SURETY BOND. It is agreed by L. E. Dixon Company that no surety bond will be required from M. F. Kemper Construction Co., and for that concession M. F. Kemper Construction Co. will

allow a deduction of one per cent (1%) from the final agreed total amount of the contract, which will be deducted from the final payment.

5. PASSING STATIONS. If passing stations are desired for concrete operations, all cost over and above the normal tunnel section for the construction of these stations, including excavation, support, and backfill will be borne by the M. F. Kemper Construction Co.

6. TUNNEL CLEAN-UP. It is agreed that M. F. Kemper Construction Co. will remove the finer excavated material and place in the lower corners of the tunnel, in accordance with "Tunnel Excavation" of the Specifications covering this work. However, it is understood that upon completion of tunnel driving operations, the L. E. Dixon Company will make a final clean-up of the invert to insure the removal of all high spots and tight sections in the tunnel.

7. STEEL AND TIMBER TUNNEL SUPPORTS. It is also agreed that in the event it becomes necessary to move or replace any steel or timber supports or lagging, as specified in Section 52 of the plans and specifications, that the cost incurred will be borne by L. E. Dixon Company.

8. DRAINAGE. It is further agreed that in the event it becomes necessary to remove or drain water accumulating in the tunnel, the cost incurred for this operation will be considered as part of the excavation and be borne by L. E. Dixon Company.

9. OVERBREAK. If the amount of concrete placed in the tunnel is greater than that paid for by the City of San Diego under Item 12, it is agreed that L. E. Dixon Company will pay M. F. Kemper Construction Co. for the cost of such excess concrete material delivered to the tunnel portal. It is also agreed that M. F. Kemper Construction Co. will place overbreak concrete at no additional charge to L. E. Dixon Company.

10. COMMENCEMENT AND COMPLETION OF WORK. Work shall be commenced by M. F. Kemper Construction Co. within ten (10) days after notice to proceed is issued by L. E. Dixon Company and their progress shall be satisfactory to the General Contractor and the City of San Diego at all times.

11. PROGRESS ESTIMATES AND PAYMENTS. It is mutually agreed that L. E. Dixon Company will pay M. F. Kemper Construction Co. progress payments in accordance with Section 49. "Progress Estimates and Payments" of the General Specifications of the City of San Diego covering the work involved.

12. It is understood and agreed that the conditions set forth under Paragraph 36 of the specifications and attached hereto be made part of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day first herein written.

L. E. DIXON COMPANY
By MERRILL E. DIXON
Partner

M. F. KEMPER CONSTRUCTION CO.
By M. F. KEMPER
Partner

COPY

36. SUBCONTRACTORS. - The Contractor shall not subcontract in excess of 25 per cent of the total amount of the contract, except by express permission in writing of the Engineer. The Contractor shall advise the Engineer in advance and in detail of all portions of the work that he contemplates subcontracting. The Contractor shall also furnish The City of San Diego the name and address of each subcontractor contracting directly with him, together with a copy of the subcontract. Each subcontract shall contain a reference to the agreement between The City of San Diego and the principal contractor and the terms of that agreement and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the Engineer if, in his opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work, and all work or material furnished by a subcontractor shall be guaranteed by the Contractor and The City of San Diego will hold the Contractor responsible therefor.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between L. E. Dixon Co. and Kemper Construction Co. - Sub-Contract on El Monte Pipe Line Sec. III, Grossmont Tunnel; being Document No. 372784.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

LEASE

THIS AGREEMENT, made and entered into this 17th day of April, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and H. J. MCKENZIE, hereinafter called the "Lessee", WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Acre Lot 3, Pacific Beach Subdivision, according to Map thereof No. 854
filed in the office of the County Recorder of San Diego County, California,
September 28, 1898;

For a term of two (2) years, beginning on the 21st day of April, 1947, and ending on the 20th day of April, 1949, at the following rentals: Fifty Dollars (\$50.00) per year payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 3184 (New Series) and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. Lessee shall construct and keep in good repair and condition a stock-proof fence around said leased property, 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 or injuries to animals or humans by reason of the test pits upon said property.

Twelfth. 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.

Thirteenth. 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. 85723 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

H. J. MCKENZIE

Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 5th day of May, 1947.

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. J. McKenzie for Acre Lot 3, Pacific Beach Subdivision; being Document No. 372856.

FRED W. SICK

City Clerk of the City of San Diego, California

By

Betty J. Schreiner Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between W. L. Hay Owner, and The City of San Diego, dated February 11, 1947, recorded in the office of the Recorder of San Diego County, California, on March 12, 1947, Under File Number 26670, of Official Records, have been paid.

THE CITY OF SAN DIEGO

By G. E. ARNOLD

Assistant City Manager

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO

On this 17th day of April, A.D. Nineteen Hundred and forty-seven before me August M. Wadstrom, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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 APR 24 1947 30 Min. Past 10 A.M. in Book 2381 at Page 409 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder

By Deputy A. S. GRAY

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 Satisfaction of Contract from City of San Diego to W. L. Hay; being Document No. 372117.

FRED W. SICK

City Clerk of the City of San Diego, California

By

Betty J. Schreiner Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot 13 and 14 Block D Subdivision Boulevard Hts.
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Dorcas Street
WATER MAIN HAS BEEN INSTALLED BETWEEN Hilda and Lillian
TOTAL AMOUNT TO BE PAID Thirty-seven and 50/100 Dollars (\$37.50)
NO. OF EQUAL INSTALLMENTS 1- AMOUNT OF EACH 7.50
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
By G. E. ARNOLD
Assistant City Manager

OWNER'S
SIGNATURE EFFIE WATSON
ADDRESS 1336 Dorcas Street
San Diego 10, California

APPROVED AS TO FORM:
J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney

DATE April 2, 1947

STATE OF CALIFORNIA, } SS.
COUNTY OF SAN DIEGO }

On this 2nd day of April, A.D. Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Effie Watson 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
4/2/47	7.50	4/2/47	4425
5/2/47	5.00		
6/2/47	5.00		
7/2/47	5.00		
8/2/47	5.00		
9/2/47	5.00		
10/2/47	5.00		

RECORDED APR 24 1947 30 Min. Past 10 A.M. in Book 2381 at Page 405 of Official Records, San Diego Co., Cal.

Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
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 City of San Diego to Effie Watson; being Document No. 372256.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY: Lot Lots 1, 2, and 3 Block 6 Subdivision Overlook Heights
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Dorcas and Everview Rd.
WATER MAIN HAS BEEN INSTALLED BETWEEN Hilda St. and Onstad St.
TOTAL AMOUNT TO BE PAID One hundred six and 50/100 DOLLARS. (\$106.50)
NO. OF EQUAL Ten payments of AMOUNT OF EACH \$ 10.00
INSTALLMENTS One payment of INSTALLMENT \$ 6.50

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:

OWNER'S
SIGNATURE IRWIN E. SPRAGUE
ADDRESS 2232 Dunlop
DATE 4/5/47

J. F. DuPAUL
City Attorney
By J. H. McKINNEY
Deputy City Attorney

STATE OF CALIFORNIA, } SS.
COUNTY OF SAN DIEGO }

On this 5th day of April, A.D., Nineteen Hundred and 47 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Irwin E. Sprague known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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
4/5/47	\$ 10.00	4-5-47	4442
5/5/47	10.00		
6/5/47	10.00		
7/5/47	10.00		
8/5/47	10.00		
9/5/47	10.00		
10/5/47	10.00		
11/5/47	10.00		
12/5/47	10.00		
1/5/48	10.00		
2/5/48	6.50		

RECORDED APR 24 1947 30 Min. Past 10 A.M. in Book 2381 at Page 410 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 A. S. GRAY
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 Payment for Installation of Water Main Agreement from City of San Diego to Irwin E. Sprague; being Document No. 372257.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

AGREEMENT - WATER MAIN EXTENSION

DESCRIPTION OF PROPERTY; Lot 12 Block 10 Subdivision Overlook Heights
NAME OF STREET WHERE WATER MAIN HAS BEEN INSTALLED Elevation Road
WATER MAIN HAS BEEN INSTALLED BETWEEN Onstad and Plainview
TOTAL AMOUNT TO BE PAID Thirty seven and 50/100 Dollars. (\$37.50)
NO. OF EQUAL 6 AMOUNT OF EACH 5.00
INSTALLMENTS 1 INSTALLMENT \$7.50

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 ELSIE M. ANDERSON
ADDRESS 1526 Elevation Road
DATE March 31, 1947

STATE OF CALIFORNIA, } SS.
COUNTY OF SAN DIEGO }

On this 31st day of March, A.D. Nineteen Hundred and 47 before me Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elsie M. Anderson 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 17, 1951.

SCHEDULE OF PAYMENTS

DATE DUE	AMOUNT	DATE PAID	RECEIPT NUMBER
3/31/47	5.00	3/31/47	#4417

5/15/47	5.00
6/15/47	5.00
7/15/47	5.00
8/15/47	5.00
9/15/47	5.00
10/15/47	7.50

RECORDED APR 24 1947 30 Min. Past 10 A.M. in Book 2381 at Page 407 of Official Records, San Diego Co., Cal.
Recorded at Request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
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 Elsie M. Anderson to City of San Diego; being Document No. 372258.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 17th day of April, 1947, 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 WALTER H. BARBER, 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, labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of certain water mains, fire hydrant, sewers, man-holes and appurtenances, in Mission Beach and Santa Clara Point in the City of San Diego, California, as per Schedule attached 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 25th day of February, 1947, marked Document No. 370201, 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 1815, 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, if 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	WAGE SCALE	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
Asphalt Raker and Ironer		10.80
Fine Grader (Highway and Street Paving Only)		10.00
Sewer Pipe Layer (excluding caulker)		11.60
OPERATING ENGINEERS:		
Apprentice Engineer, including fireman, oiler, greaser		10.60
Concrete or Asphalt Spreading, Mechanical Tamping or Finishing Machine Operator		13.60
Concrete Mixer Operator-Paving Type and Mobile Mixer		14.40
Motor Patrol Operator, including any type of power blade		14.60
Pavement Breaker Operator		13.20
Roller Operator		13.20
Skip Loader Operator-wheel type		12.60
Tow Blade or Grader Operator		12.60
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
OTHER TRADES:		
Carpenter		13.20
Cement Finisher		14.20
Electrician Journeyman		15.00
Reinforcing Iron Worker		14.20
Any classification omitted herein not less than		9.20

OVERTIME:

Legal Holidays, Saturdays and Sundays and other overtime when permitted by law to be paid for at a rate not less than time and one-half.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer thereof be liable for any portion of the contract price.

ARTICLE IX. 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 hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By

G. C. CRARY
CHARLES B. WINCOTE
CHAS. C. DAIL
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council.

ATTEST:

FRED W. SICK (SEAL)

City Clerk.

By AUGUST M. WADSTROM
Deputy

WALTER H. BARBER
Contractor.

I hereby approve the form and legality of the foregoing contract this 7th day of May, 1947.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That WALTER H. BARBER, as principal, and HARTFORD ACCIDENT & 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 Eleven thousand eight hundred eighty-four dollars (\$11,884.00) (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, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of April, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of certain water mains, fire hydrant, sewers, manholes and appurtenances, in Mission Beach and Santa Clara Point in the City of San Diego, 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 on the 25th day of February, 1947, marked Document No. 390201, 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 heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless The City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and the corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first hereinabove written.

WALTER H. BARBER
Principal.

HARTFORD ACCIDENT & INDEMNITY COMPANY
Surety.
By M. SHANNON
Attorney in Fact

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 17th day of April in the year one thousand nine hundred and 47, before me, MARSTON BURNHAM, a Notary Public in and for said County of San Diego, residing therein, duly commissioned and sworn, personally appeared M. Shannon 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) MARSTON BURNHAM
Notary Public in and for the County of San Diego,
My Commission will Expire April 28, 1950 State of California

I hereby approve the form of the within Bond this 7th day of May, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

Approved by a majority of the members of the Council of The City of San Diego this 6 day of May, 1947.

(SEAL)
ATTEST:
FRED W. SICK
City Clerk.
By AUGUST M. WADSTROM
Deputy

G. C. CRARY
CHARLES B. WINCOTE
CHAS. C. DAIL
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council.

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That WALTER H. BARBER, 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 thousand nine hundred forty-two dollars (\$5,942.00) (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 17th day of April, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of certain water mains, fire hydrant, sewers, manholes and appurtenances, in Mission Beach and Santa Clara Point,

in The City of San Diego, 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 on the 25th day of February, 1947, marked Document No. 390201, 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 Five thousand nine hundred forty-two dollars (\$5,942.00), 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 said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first hereinabove written.

WALTER H. BARBER
Principal.

HARTFORD ACCIDENT & INDEMNITY COMPANY
Surety
By M. SHANNON
Attorney In Fact

STATE OF CALIFORNIA } SS.
COUNTY OF SAN DIEGO }

On this 17th day of April in the year one thousand nine hundred and 47, before me, MARSTON BURNHAM, a Notary Public in and for said County of San Diego, residing therein, duly commissioned and sworn, personally appeared M. Shannon 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.

MARSTON BURNHAM
Notary Public in and for the County of San Diego,
State of California

(SEAL)

My Commission will Expire April 28, 1950

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 7th day of May, 1947.

J. F. DuPAUL
City Attorney of the City of San
Diego
by B. L. COMPARET
Deputy City Atty.

Approved by a majority of the members of the Council of The City of San Diego this 6th day of May 1947.

G. C. CRARY
CHARLES B. WINCOTE
CHAS. C. DAIL
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council

(SEAL)

ATTEST:

FRED W. SICK
City Clerk
By AUGUST M. WADSTROM
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Walter H. Barber for Construction of Water Mains & Sewers on Santa Clara Point; being Document No. 372870.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

KNOW ALL MEN BY THESE PRESENTS, That S. F. NIELSEN, an individual, doing business as NIELSEN CONSTRUCTION CO., 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 five hundred fifty Dollars (\$4,550.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, 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 May, 1947.
THE CONDITION OF THE ABOVE 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 moving of building from 854 State Street at E Street, to Newtown Park, corner of India, F and Columbia Streets, in The City of San Diego, and to the construction of alterations and additions to said building, for Blood Donor Center; all in accordance with the specifications therefor contained in Document No. 371554, on file in the office of the City Clerk of said City.
WHEREAS, the aforesaid penal sum of Four thousand five hundred fifty dollars (\$4,550.00), 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 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.

S. F. NIELSEN
An individual, doing business
as NIELSEN CONSTRUCTION CO.
Principal.

UNITED STATES FIDELITY AND GUARANTY
COMPANY
A Maryland Corporation
Surety.

By E. W. HIGGINS
Attorney-in-fact

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 5th day of May in the year one thousand nine hundred and Forty-Seven, before me, R. VICTOR VENBERG a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared E. W. HIGGINS, 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 E. W. HIGGINS 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) R. VICTOR VENBERG
Notary Public in and for San Diego County, State of California
My Commission Expires May 7, 1947

I hereby approve the form of the within bond this 6th day of May, 1947.
J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 7th day of May, 1947.
F. A. RHODES
City Manager.

KNOW ALL MEN BY THESE PRESENTS, That S. F. NIELSEN, an individual doing business as NIELSEN CONSTRUCTION CO., 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 Two thousand two hundred seventy-five Dollars (\$2,275.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 May, 1947.
THE CONDITION OF THE ABOVE 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 moving of building from 854 State Street at E Street, to New Town Park, corner of India, F and Columbia Streets, in The City of San Diego, and to the construction of alterations and additions to said building, for Blood Donor Center; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.
NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:
L. M. FRENCH

ATTEST:
L. M. FRENCH

S. F. NIELSEN
Principal.

UNITED STATES FIDELITY AND GUARANTY
COMPANY
A Maryland Corporation
Surety.

By E. W. HIGGINS
Attorney-in-fact

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

} ss.

On this 5th day of May in the year one thousand nine hundred and Forty-Seven, before me, R. VICTOR VENBERG a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared E. W. HIGGINS, 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 E. W. HIGGINS 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.

R. VICTOR VENBERG

(SEAL)

Notary Public in and for San Diego County, State of California

My Commission Expires May 7, 1947

I hereby approve the form of the within Bond, this 5th day of May, 1947.

J. F. DuPAUL

City Attorney.

By B. L. COMPARET

Deputy City Attorney.

I hereby approve the foregoing bond this 7th day of May 1947.

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 May, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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 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 moving of building from 854 State Street at E Street, to New Town Park, corner of India, F and Columbia Streets, in The City of San Diego, and to the construction of alterations and additions to said building, for Blood Donor Center; all in accordance with the specifications therefor contained in Document No. 371564, 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 sum of nine thousand one hundred dollars (\$9,100.00).

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 90 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 sum of nine thousand one hundred dollars (\$9,100.00); said payments to be made as follows: Upon submission by the contractor, and approval by the City Manager of said City, of an estimate of the work performed during the preceding 15-day period, there shall be paid to the contractor a sum equal to 90% of the value of the work performed during the preceding 15-day period. 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 final payment of 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 Manager. The acceptance will be made only by action of the City Manager, 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>
Concrete mixer operators - skip type,	\$ 12.50
Carpenters,	13.20
Plumbers,	15.00
Painters,	13.20
Electricians,	15.00
Cement finishers,	14.20
Laborers - general or construction,	9.20
Housemovers,	11.40
Lathers,	15.00
Plasterers,	16.00
Plasterers' tenders,	14.40
Roofers,	11.44
Sheet metal workers,	14.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$9.20 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.

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. 85839 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.

S. F. NIELSEN
An individual, doing business as
NIELSEN CONSTRUCTION CO.
Contractor.

I hereby approve the form and legality of the foregoing contract this 5th day of May, 1947.

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 Nielsen Construction Co. for moving Building from 864 State Street to Newtown Park; being Document No. 373043.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

AGREEMENT FOR COMPROMISE SETTLEMENT OF CLAIM

This Agreement made between SAN DIEGO SERVICEMEN'S OVERNIGHT HOUSING, INC., herein for convenience called the Corporation, and the CITY OF SAN DIEGO, CALIFORNIA, herein for

convenience called the City;

W I T N E S S E T H:

THAT, WHEREAS, the Corporation is in process of liquidation under Court supervision;
WHEREAS, the City filed a claim against the Corporation for the sum of \$71,596.38;
WHEREAS, differences arose as to the amount of said claim;
WHEREAS, a tentative compromise settlement of the controversy was submitted to the Court for its approval; and
WHEREAS, the Court by its Decree of January 24, 1947, approved said proposed compromise settlement in the following terms:

2. The proposed compromise settlement between the City of San Diego and the San Diego Servicemen's Overnight Housing, Inc., under which the City will take all of the buildings of the corporation, will remove said buildings from the leased ground, and will restore the ground to the condition required by the lease and relieve the corporation of that obligation and will waive all other claims on the part of the City to participate in the residue of the assets of the corporation and by which the corporation will pay the rent on the leased ground for two months after this compromise becomes effective in order to give the City time to remove the buildings and restore the ground, is approved and confirmed subject to its formal acceptance by the City of San Diego, and upon such acceptance the directors and officers of San Diego Servicemen's Overnight Housing, Inc. are authorized to execute any agreement proper for the consummation thereof.

NOW, THEREFORE, the parties hereto hereby approve of said compromise settlement as stated by the Court, and each of the parties hereto agree to accept the same and to perform the obligations imposed upon each in accordance with the provisions stated by the Court and hereinabove quoted.

DATED: January 31, 1947.

Executed by San Diego Servicemen's
Overnight Housing, Inc., by its officers
thereto duly authorized;

(SEAL)

SAN DIEGO SERVICEMEN'S OVERNIGHT HOUSING, Inc.
By PAUL W. BROWN
Vice-President

By R. E. BACH
Treasurer

Executed by the City of San Diego, by its
Manager, first duly authorized thereto
by the City Council of the City of San
Diego;

CITY OF SAN DIEGO
By F. A. RHODES
Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Compromise Settlement Claim between San Diego Servicemen's Overnight Housing, Inc. and City of San Diego; being Document No. 373091.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 6th day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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 EQUIPMENT & SUPPLY 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 - Adams #512 motor grader, with tandem 4 wheel drive, 13.00-24 rear tires, 900-24 front tires, leaning wheel front axle, 12 foot moldboard with boots, cab with canopy top, electric starter and lights, 11 tooth scarifier, air precleaner, hour meter, muffler, heat indicator and hood side doors, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 371146.

Said contractor hereby agrees to furnish and deliver the said motor grader above described at and for the price of Nine Thousand Two Hundred Twelve and 42/100 Dollars (\$9212.42). Said price does not include the California State Sales Tax.

Said contractor agrees to make immediate delivery out of stock in San Diego upon receipt of purchase order from the City.

Said City, in consideration of the furnishing and delivery of said motor grader 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 motor grader by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Nine Thousand Two Hundred Twelve and 42/100 Dollars (\$9212.42), exclusive of the California State Sales Tax.

Payment for said motor grader 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. 85696 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:
BIRDIE R. GOLDMAN

SOUTHERN EQUIPMENT & SUPPLY CO.
P. H. DAVENPORT, President
By CLIFTON COATES
Sec.-Treas. Contractor.

I hereby approve the form and legality of the foregoing contract this 8th day of May, 1947.

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 Equipment and Supply Company for Furnishing One Adams Diesel Powered Motor Grader; being Document No. 373113.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

KNOW ALL MEN BY THESE PRESENTS, That CAMPBELL CHEVROLET COMPANY, a co-partnership, 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 THOUSAND ONE HUNDRED TWENTY-SIX and no/100 Dollars (\$4126.00); lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 6th day of May, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

6 - 1947 Chevrolet Syltemaster 4 door sedans,
standard upholstery; and

6 - Ditto,
equipped with heavy duty 17DC Delco battery mounted, (each)
and Leece-Neville Alternator generator (each)

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.

CAMPBELL CHEVROLET COMPANY
By ROY B. CAMPBELL
Partner

(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 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 Thirteen Thousand Nine Hundred Sixty-six and 58/100 Dollars (\$13,966.58), inclusive of California State Sales Tax.

Said payment 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 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 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. 85838 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

CAMPBELL CHEVROLET COMPANY,
By ROY B. CAMPBELL
Partner

I HEREBY APPROVE the form and legality of the foregoing Contract this 8th day of May, 1947.

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 Campbell Chevrolet Company for Furnishing 12 Chevrolet Automobiles; being Document No. 373114.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 12th day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter sometimes designated as the "City" or "lessor", and MISSION BEACH AMUSEMENT CENTER, a co-partnership, consisting of Larry Finley, Tom H. Haynes and Frank J. Guthrie, party of the second part, hereinafter designated as the "lessee", WITNESSETH:

That whereas, the party of the second is desirous of leasing from The City of San Diego that certain building known as Mission Beach Plunge, for a period of twelve (12) days from May 7th to May 19th, 1947, for the purpose of conducting the CALIFORNIA SPORTSMEN'S SHOW; NOW, THEREFORE,

IT IS AGREED AS FOLLOWS:

1. In consideration of the matters and things hereinafter set forth, The City of San Diego does hereby lease and let to the lessee, and the lessee does hereby take and accept from The City of San Diego, the premises and improvement hereinabove mentioned and known as Mission Beach Plunge, belonging to the City, for the time and purpose hereinabove mentioned. The lessee agrees to pay the City for the use of said building, the sum of Eighty Dollars (\$80.00) per day, or Nine Hundred Sixty Dollars (\$960.00) for the 12-day period designated above.

2. The lessee agrees to provide police protection and to secure its own employees while using said building, at its own expense.

3. Nothing in this agreement shall be construed as making the lessee an agent or employee of the City for any purpose, or as creating between the City and the lessee, a relation of partnership or joint adventure.

4. The lessee agrees to operate in such a manner as to conform with all federal, state and municipal laws, ordinances and rules and said lessee agrees for itself, its agents and employees to hold the City free from any and all liability or obligations arising out of the operation of said premises or the carelessness, negligence or improper conduct of said lessee, his agent or employees and said lessee agrees to reimburse the City, its officers and agents for all expenses, costs and judgments arising from a breach of these conditions.

5. Violation of any of the provisions of this contract shall be cause for the immediate cancellation of said contract without any liability upon the said City of San Diego.

6. Time is of the essence of all the terms, conditions and provisions of this agreement.

7. The lessee agrees to remove all his personal property, goods, chattels and effects from said building immediately upon the expiration of the time for which he has leased the same, and in the event that said lessee fails to remove said property the City shall have the right and privilege to remove the same or place it in storage for said lessee.

8. The lessee states that no representation as to the condition of the premises has been made by said City and that the lessee has made a thorough inspection of said premises and relies wholly on said inspection and agrees to accept said building in the condition existing on the date hereof. Said lessee further agrees to return the premises to the City at the expiration or other termination of this agreement well cleaned and in as good condition as when received, reasonable wear, tear and damages by the elements excepted.

9. It is understood and agreed that all repairs, improvements, alterations, installations and construction in and on the premises set forth in this lease shall be made subject to the approval of the City Manager and all improvements of a permanent nature in or to the premises shall be considered as fixtures and remain as a part of the premises upon the termination of this lease.

It is further understood that all such repairs, improvements, alterations, installations and construction made by the lessee shall be at his own cost and expense.

10. The lessee agrees not to use or store, or permit to be used or stored on the premises, any substances or article or commodities in such a manner as to impair or render void any fire insurance upon the building or premises herein mentioned.

11. The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires of said building or 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 lessee resulting from war, fire, water, storm, civil commotion or riots, and the lessee waives all rights, claims and demands and forever releases and discharges the said City and its officers and agents from any of said causes.

12. The lessee 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.

13. The lessee 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 specific charges, agrees to discharge any employee who is unsatisfactory to said City.

14. The lessee shall not sublet or sublease or assign any right or interest held by him under the terms of this lease without the written approval of the City Manager.

15. It is understood and agreed that the operation of the California Sportsmen's Show is to be limited to the pool area and will in no way interfere with the City's operation to render service to the public in the use of its locker rooms for persons wishing to use the beach.

16. It is understood and agreed that during the period that the California Sportsmen's Show is using the plunge, the City will carry on its normal maintenance of the building. Any labor in excess of the normal maintenance to maintain the premises in a fit and sanitary condition, will be furnished by the lessee at its own expense. By "normal maintenance" is meant the water conditioning treatment that must go on continually, such as cleaning the pool basin and the general cleaning now being done by the City.

It is further agreed that at the conclusion of the California Sportsmen's Show, the City will bill The Mission Beach Amusement Center for the amount due the City under this contract, plus any damage or defacement of the premises due or caused by the operation of the show; or, will permit said Mission Beach Amusement Center, the lessee herein, to repair or renew, to the satisfaction of the City, any part of the building or plant that may be marred or defaced due to the activities of the California Sportsmen's Show.

17. The lessee agrees at his own cost to secure and file with the City of San Diego an indemnity and public liability insurance policy written by a company authorized to do business in the State of California and satisfactory to the City Manager of the City of San Diego; said bond to be kept in force throughout the period of this agreement 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 to said lessee another policy of insurance similar in amount and written by a company satisfactory to the City Manager shall forthwith be substituted for the other policy. Said policy of insurance shall be a public liability policy in an amount of not less than \$50,000.00 nor more than \$100,000.00 with The City of San Diego named as an additional assured.

It is also understood and agreed that if lessee shall have employees that it shall secure policies of workmen's compensation insurance covering all such employees.

18. In consideration of the rental agreed to be paid by the lessee, the City agrees to furnish the building hereinabove mentioned and to furnish such utilities as light and water.

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 Mission Beach Amusement Center, a co-partnership, as lessee, has hereunto subscribed its name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Lessor,
By F. A. RHODES
City Manager.

MISSION BEACH AMUSEMENT CENTER,
a co-partnership,
Lessee,
By LARRY FINLEY
by Warner Austin, Attorney in fact.
By TOM H. HAYNES
Co-partners.

I HEREBY APPROVE the form of the foregoing Agreement this 8th day of May, 1947.

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 Mission Beach Amusement Center for use of Mission Beach Plunge for conducting California Sportsmen's Show; being Document No. 373120.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

SUPPLEMENTAL AND AMENDATORY AGREEMENT
BETWEEN THE STATE DEPARTMENT OF PUBLIC
WORKS AND THE CITY OF SAN DIEGO FOR THE
INVESTIGATION OF AND REPORT UPON WATER
RESOURCES OF THE SAN DIEGUITO RIVER AND
THE SAN DIEGO RIVER.

This agreement, executed in triplicate, entered into by and between the Department of Public Works of the State of California, acting by and through the State Engineer, hereinafter referred to as "Department" and the City of San Diego, hereinafter referred to as "City",

W I T N E S S E T H:

WHEREAS, by agreement heretofore entered into by and between the parties hereto, executed by City on the 1st day of May, 1945, and by Department on the 11th day of May, 1945, the making by Department of an investigation of the water resources of the San Dieguito River and of the San Diego River and rendering a report thereon was provided for; and

WHEREAS, additional funds are required to complete said investigation and report, and it is the desire of each party that an additional sum of Twenty-Five Thousand Dollars (\$25,000.00) shall be provided, Twelve Thousand Five Hundred Dollars (\$12,500.00) by each party;

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the parties do hereby mutually agree as follows:

1. City upon execution by it of this agreement shall forward to the Department the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) which shall be deposited in the Water Resources Fund (also known as the Water Resources Revolving Fund) in the State Treasury for expenditure by Department for the making of an investigation of the water resources of the San Dieguito River and of the San Diego River and rendering a report thereon.
2. Upon receipt of said sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) from City and deposit thereof into said fund, Department shall procure the deposit into said fund of state funds in equal amount which have been made available by Executive Order No. E-1974 dated March 26, 1947, of Department of Finance.
3. Insofar as consistent herewith, all of the terms and provisions of said prior agreement to which this agreement is supplemental and amendatory are hereby confirmed, ratified and continued in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and official seals, City on the 24th day of April, 1947, and Department on the 1st day of May, 1947.

Approved:

C. H. PURCELL
Director of Public Works (SEAL)
By A. H. HENDERSON
Deputy Director

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

Approved:

JAMES S. DEAN
Director of Finance

DEPARTMENT OF PUBLIC WORKS
OF THE STATE OF CALIFORNIA

Approved:

J. F. DuPAUL
City Attorney of San Diego

EDWARD HYATT, STATE ENGINEER
By A. M. EDMINSTEN
Assistant State Engineer

Approved:

C. C. CARLETON
Chief Attorney, Department of
Public Works

Approval Recommended:

Spencer Burroughs
Principal Attorney, Division
of Water Resources

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement between State Department of Public Works and City of San Diego for Investigation and Report upon Water Resources of the San Dieguito River and San Diego River; being Document No. 373121.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

UNDERTAKING FOR STREET LIGHTING.
El Cajon Boulevard Lighting District No. 2

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Travelers Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED SIXTY-TWO DOLLARS (\$162.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of April, 1947.

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 EL CAJON BOULEVARD, from the east line of Euclid Avenue to the west line of Altadena Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:

R. C. CAVELL
SecretarySAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Principal.
Vice President in Charge of SalesSTATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

(SEAL)

THE TRAVELERS INDEMNITY COMPANY
By FRANKLIN T. HALE Attorney-in-Fact
Surety.

On this 29th day of April, 1947, before me personally came FRANKLIN T. HALE 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)

FRANCES S. BOWERS
Notary Public
My Commission expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 8th day of May, 1947.

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. 85554 passed and adopted on the 8th day of April, 1947, require and fix the sum of \$152.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK
City Clerk of the City of San Diego.
By AUGUST M. WADSTROM (SEAL)
Deputy.

CONTRACT FOR STREET LIGHTING.
El Cajon Boulevard Lighting District No. 2

THIS AGREEMENT, made and entered into this 13th day of May, 1947, 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:

EL CAJON BOULEVARD, from the east line of Euclid Avenue to the west line of Altadena Avenue.

Such furnishing of electric current shall be for a period of one year from and including March 5, 1947, to-wit: to and including March 4, 1948.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for El Cajon Boulevard Lighting District No. 2", filed January 14, 1947 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Six Hundred Forty-Eight and no/100 Dollars (\$648.00) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "El Cajon Boulevard Lighting District No. 2 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Six Hundred Forty-eight and no/100 Dollars (\$648.00) shall be paid out of any other fund than said special fund designated as "El Cajon Boulevard Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and amendments thereto and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Six Hundred Forty-eight and no/100 Dollars (\$648.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" 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
SecretarySAN 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
VINCENT T. GODFREY
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 May, 1947.

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 El Cajon Boulevard Lighting District No. 2; being Document No. 373123.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sick 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 Travelers 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 5th day of May, 1947.

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 JEAN DRIVE, ADAMS AVENUE, MADISON 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. 84948, adopted by the Council of said City on January 7, 1947, 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) THE TRAVELERS INDEMNITY COMPANY
By FRANKLIN T. HALE Attorney-in-Fact
Surety.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 5th day of May, 1947, before me personally came FRANKLIN T. HALE 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) FRANCES S. BOWERS
Notary Public
My Commission expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 9th day of May, 1947.

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. 85779 passed and adopted on the 22nd day of April, 1947, require and fix the sum of \$225.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of the City of San Diego.
By AUGUST M. WADSTROM
Deputy.

CONTRACT FOR STREET LIGHTING.
Talmadge Park Lighting District No. 4

THIS AGREEMENT, made and entered into this 13th day of May, 1947, 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

MONROE
AVENUE

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:

JEAN DRIVE, for its entire length;
ADAMS AVENUE, for its entire length in Talmadge Park Estates;
MADISON AVENUE, between the westerly and the easterly lines of Talmadge Park Estates;
MONROE AVENUE, between the westerly and the easterly lines of Talmadge Park Estates;
47TH STREET, between the southerly line of Talmadge Park Estates and Adams Avenue;
EUCLID AVENUE, between the southerly line of Talmadge Park Estates and Adams Avenue;
48TH STREET, between the southerly line of Talmadge Park Estates and Adams Avenue;
ESTRELLA AVENUE, between the southerly line of Talmadge Park Estates and Adams Avenue;
49TH STREET, between the northerly and southerly lines of Talmadge Park Estates;
MIRACLE DRIVE, for its entire length in Talmadge Park Estates; and
LORRAINE DRIVE, for its entire length in Talmadge Park Estates.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1947, to-wit: to and including March 31, 1948.

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 27, 1947, 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.

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
VINCENT T. GODFREY
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 9th day of May, 1947.

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. 373124.

FRED W. SICK
City Clerk of the City of San Diego, California
By ATTN Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego,

State of California, this 13th day of May, 1947, 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 M. H. GOLDEN CONSTRUCTION COMPANY, a corporation, 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, labor, tools, equipment, transportation and other expenses necessary or incidental to the construction of Pier, Floats and Concrete Launching Ramp 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 1st day of April, 1947, marked Document No. 371326, 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 Section 195 of the Charter of the City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of the City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said Charter, for each calendar day or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen, and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

<u>CLASSIFICATION</u>		<u>RATE PER DIEM</u> <u>8-Hour Day</u>
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
OPERATING ENGINEERS:		
Apprentice Engineer, including fireman, oiler, greaser		10.60
Concrete or Asphalt Spreading, Mechanical Tamping or Finishing Machine Operator		13.60
Concrete Mixer Operator-Paving Type and Mobile Mixer		14.40
Motor Patrol Operator, including any type of power blade		14.60
Tractor Operator-Bulldozer, Tamper, Scraper or Drag Type Shovel or Boom Attachments		13.60
Universal Equipment Operator (Shovel, Drag Line, 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
GUNITE WORKERS:		
Rebound Man		10.00
Mixer Man		11.00
Gun man		12.00
Nozzle Man		14.00
Rod Man		14.00
OTHER TRADES:		
Carpenter		13.20

Cement Finisher
Reinforcing Iron Worker

\$ 14.20
14.20

Any classification omitted herein not less than 9.20
OVERTIME:

Legal Holidays, Saturdays and Sundays, and other overtime when permitted by law to be paid for at a rate not less than time and one-half.

ARTICLE VII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer thereof be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of The City of San Diego, under and pursuant to a resolution authorizing such execution and the Contractor has caused these presents to be executed and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
ERNEST J. BOUD
CHAS. C. DAIL
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
VINCENT T. GODFREY
Members of the Council

(SEAL)
ATTEST:
FRED W. SICK
City Clerk
By A. M. WADSTROM
Deputy

ATTEST:
E. H. CHEW
KENNETH H. GOLDEN - Secretary

(SEAL)

M. H. GOLDEN CONSTRUCTION COMPANY
By ROBERT M. GOLDEN - 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 and legality of the foregoing contract this 16th day of May, 1947.

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 M. H. GOLDEN CONSTRUCTION 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 as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Ten thousand Nine Hundred Forty-seven Dollars (\$10,947.00), (Not less than one hundred percent 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 9 day of May, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, labor, tools, equipment, transportation and other expenses necessary or incidental to the construction of Pier, Floats and Concrete Launching Ramp 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 these certain plans and specifications filed in the Office of the City Clerk of The City of San Diego on the 1st day of April 1947, marked Document No. 371326 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 herein 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 9 day of May 1947.

ATTEST:
E. H. CHEW
KENNETH H. GOLDEN - Sect.

(SEAL)

M. H. GOLDEN CONSTRUCTION CO.
Principal
By ROBERT M. GOLDEN - Vice Pres.

PACIFIC INDEMNITY COMPANY
621 South Hope Street, Los Angeles,
Surety. California
By R. D. SPICER
Attorney-In-Fact

STATE OF CALIFORNIA, ss.
COUNTY OF SAN DIEGO

On this 9 day of May in the year one thousand nine hundred and forty-seven 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.

(SEAL)

I. E. FRIEDMAN
Notary Public in and for San Diego County, State of
California.
My Commission Expires Oct. 18, 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 16th day of May, 1947.

J. F. DuPAUL, City Attorney of the City
By B. L. COMPARET (of San Diego)
Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 13th day of May 1947.

HARLEY E. KNOX
ERNEST J. BOUD
CHAS. C. DAIL
G. C. CRARY
CHARLES B. WINCOTE
ELMER H. BLASE
VINCENT T. GODFREY
Members of the Council

(SEAL)
ATTEST:

FRED W. SICK
City Clerk
By A. M. WADSTROM
Deputy

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That M. H. GOLDEN CONSTRUCTION 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, as surety, are held and 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 four hundred seventy-four Dollars (\$5,474.00), (not less than fifty percent 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 9 day of May 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, labor, tools, equipment, transportation and other expenses necessary or incidental to the construction of Pier, Floats and Concrete Launching Ramp 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 1st day of April, 1947 marked Document No. 371326, 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 Five thousand four hundred seventy-four Dollars (\$5,474.00), 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 3 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 9 day of May 1947.

ATTEST:

E. H. CHEW
KENNETH H. GOLDEN - Sect.

(SEAL)

M. H. GOLDEN CONSTRUCTION CO.
By ROBERT M. GOLDEN Principal
V. Pres.

PACIFIC INDEMNITY COMPANY
621 South Hope Street, Los Angeles, California
Surety

By R. D. SPICER
Attorney-In-Fact

STATE OF CALIFORNIA, ss.
COUNTY OF SAN DIEGO

On this 9 day of May in the year one thousand nine hundred and forty seven 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.

My Commission Expires Oct. 18, 1947

(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 15th day of May, 1947.

J. F. DuPAUL

City Attorney of the City of San Diego.

By B. L. COMPARET
Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 13th day of May 1947.

HARLEY E. KNOX

ERNEST J. BOUD

CHAS. C. DAIL

G. C. CRARY

CHARLES B. WINCOTE

ELMER H. BLASE

VINCENT T. GODFREY

Members of the Council

(SEAL)

ATTEST:

FRED W. SICK

City Clerk

By A. M. WADSTROM

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with M. H. Golden Construction Company for Construction of Pier, Floats, and Concrete Launching Ramp on Santa Clara Point; being Document No. 373125.

FRED W. SICK

City Clerk of the City of San Diego, California

By Betty J. Schreiner Deputy

FPHA 993
4-24-42

CAL-4917N

Torrey Pines

HA(Cal-4917) cph-107

LEASE TO THE UNITED STATES OF AMERICA
BY MUNICIPAL CORPORATION OR
OTHER PUBLIC BODY

This Lease entered into this 14th day of November, 1944, by and between City of San Diego a municipal corporation of the State of California, its successors and assigns (herein called the "Lessor") and the United States of America, acting by the Federal Public Housing Commissioner (herein called the "Government").

WITNESSETH:

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described tract of land together with all improvements thereon and appurtenances thereto (herein called the "premises"), located in the County of San Diego, State of California:

See legal description attached.

To be used for providing or erecting and maintaining and operating a Project to provide housing or shelter for persons engaged in national defense activities.

2. To have and to hold the Premises for a term of one year beginning on November 14, 1944.

3. The Government shall pay to the Lessor as annual rent for the Premises the sum of \$75.00, payable in installments of the following amounts on the following dates:

CAL-4917N

TORREY PINES SITE

That portion of Pueblo Lot Thirteen Hundred Eleven, in the City of San Diego, County of San Diego, State of California, according to the Map thereof by James Pascoe in 1870, described as follows:

Commencing at the corner common to Pueblo Lots 1298, 1299, 1311 and 1312 of said Pueblo Lands; thence South 89° 04' 00" East along the Southerly line of said Pueblo Lot 1311, a distance of 661.47 feet to a point on the center line of Torrey Pines Road; thence North 11° 07' 00" East 592.29 feet to a point; thence South 78° 53' 00" East 25 feet to a point on the Easterly line of Torrey Pines Road (50 feet wide), the TRUE POINT OF BEGINNING; thence South 88° 08' 00" East 204.89 feet to a point; thence North 1° 52' 00" East 161 feet to a point; thence South 88° 08' 00" East 109.45 feet to a point; thence North 0° 58' 00" East 566.53 feet to a point; thence North 4° 34' 00" East 350.85 feet to a point; thence South 84° 45' 00" West 150.62 feet to a point on the Easterly line of said Torrey Pines Road; thence South 11° 07' 00" West 1073.21 feet along said Easterly line to the TRUE POINT OF BEGINNING.

4. This Lease shall be automatically renewed from year to year at the same rental and upon the same terms and conditions, unless the Government shall give the Lessor written notice of its intention not to renew at least sixty (60) days prior to the end of the original term of this lease or any renewal thereof.

5. During the term of this lease and any renewals thereof, the Government, as an additional consideration under this lease, shall make annual payments to the political subdivisions of the State of California in amounts which the Government shall determine to be approximately equivalent to the amounts of taxes which would be levied for the period covered by the

term of this lease and any renewals thereof against the Premises and all improvements thereon if they were subject to taxation, minus such amounts as the Government may determine to be reasonable in view of expenditures by it to provide the Premises and occupants thereon with public facilities and services. Such payments shall be made in such installments and at such times as the taxes of which they are an approximate equivalent would be payable. The Lessor shall furnish to the Government and occupants of the Project the same public facilities and services which it furnishes without specific charge therefor to other areas and inhabitants within the jurisdiction of the Lessor.

5. The Government may assign or sublet all or any part of the Premises to tenants, occupants or other persons whom it may select, and such assignees or sublessees shall have all the rights of the Government under this lease.

7. The Government shall have the right to make alterations, erect, install and maintain additions and structures and attach fixtures to the Premises and make any and all improvements thereto, including utilities and roads. All such alterations, additions, structures, fixtures and improvements shall be and remain the property of the Government and may be removed from the Premises by the Government prior to or within a reasonable time after the expiration of this lease.

8. The Government may terminate this lease at any time during the original term or any renewal thereof by giving to the Lessor sixty (60) days written notice of such intention to terminate. In the event of such termination, the installment of rent payable for the period during which the termination occurs shall be pro-rated.

10. The Lessor represents that, to the best of its information and belief, it has the legal right to execute this lease and that there are no outstanding interests, liens or encumbrances, except those listed in this paragraph, that will interfere with the Government's possession of the Premises in accordance with the terms of this lease. The Lessor will, upon execution of this lease, furnish the Government, without cost, such maps, surveys, abstracts, certificates and evidences of title to the Premises as the Lessor may have.

11. No Member of or Delegate to Congress, or Resident Commissioner, shall be entitled to any share or part of this lease or any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the date first above written.

In the presence of:
E. LONGFELLOW

City of San Diego
By WALTER W. COOPER
City Manager

THE UNITED STATES OF AMERICA
By /s/ PHILIP M. KLUTZNICK
Federal Public Housing
Commissioner

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Torrey Pines Housing Lease No. HA(CAL-4917) cph-107; being Document No. 373128.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

Contract No. W-04-353-eng-1969

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT entered into this 21st day of February 1947, by and between the UNITED STATES OF AMERICA (hereinafter called the Government) represented by the Contracting Officer executing this agreement, and the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, organized and existing under and by virtue of the laws of the State of California (hereinafter called the City),

WITNESSETH THAT:

WHEREAS, the Government, pursuant to the River and Harbor Act approved 24 July 1946, has authorized the preparation of a definite project report and contract plans and specifications for the improvement of Mission Bay and San Diego River, San Diego County, California for navigation and flood control, and the construction of a multiple-purpose navigation and flood control project; and

WHEREAS, the City is desirous of expediting construction of the entire project and such expediting can best be accomplished by early commencement of the definite project report; and

WHEREAS, the immediate construction of the shoreward 800 feet of the down coast jetty under the above described project is deemed necessary by the City in order to stabilize certain beach areas; and specified;

WHEREAS, the City has offered to contribute certain funds and to advance certain other funds to enable commencement of the definite project report and construction of a certain portion of the above described project prior to appropriation by the Government therefor; and

WHEREAS, the Council of The City of San Diego, by Resolution No. 83852, adopted on 6 August 1946, authorized an advance of \$75,000 to the Government for the preparation of a definite project report and contract plans and specifications; and

WHEREAS, the Council of the City of San Diego, by Resolution No. 84508, adopted on 6 November 1946, authorized an additional advance of \$112,000 for the construction of the shoreward 800 feet of the down-coast (most southerly) jetty, which includes the cost of field supervision and office overhead; and

WHEREAS, the Secretary of War has authorized the acceptance of an advance of funds by the City of San Diego in the amount of \$153,000 under the provisions of Section 11, River and Harbor Act, approved 3 March 1925, and the acceptance of a contribution of a \$34,000 under the authority of Section 4 of the River and Harbor Act approved 4 March 1915;

Approved by authority of Chief of Engineers
HOMER B. PETTIT

Colonel, CE
Chief, Legal Division, O.C.E.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. In consideration of the Government immediately commencing the preparation of the definite project report and the contract plans and specifications for that portion of the above project to be accomplished by the Government and the construction of the shoreward 800 feet of the down-coast (southerly) jetty, the City agrees to contribute to the Government

\$34,000 and to advance \$41,000 toward the preparation of the definite project report and the preparation of said contract plans and specifications, and to advance \$112,000 for the construction of the shoreward 800 feet of the down-coast jetty.

2. The City agrees to obtain all permits or authorizations which may be required by State, County, municipal or other legally constituted authorities for the performance of the work required by this agreement, except those required by Federal authorities.

3. The City further agrees to obtain all rights-of-way, necessary in connection with the work described herein.

4. All surveys in connection with work outlined in Article I will be performed by the Government. All engineering which may be required will be conducted in the same manner and under the same regulations as such work is ordinarily performed by the Government. All of the drawings normally required for a definite project report and contract plans and specifications will be prepared by the Government. The drawings shall be on file in the Office of the District Engineer, Corps of Engineers, 751 South Figueroa Street, Los Angeles, California. All work may be inspected by duly authorized representatives of the City.

5. The 800 feet of jetty will be constructed to the same standards and in the same manner, under the same regulations and restrictions as other similar work is performed by the War Department. The Government will supply the primary inspection on the work. The cost of this inspection will be included in the costs for Government engineering and overhead. The City, by a duly authorized representative, may at any time inspect the construction work and make such recommendations to the Contracting Officer as the City may deem desirable.

6. It is expressly understood and agreed between the parties hereto, that should the work for which the funds are advanced or contributed cost more than the estimated amount of \$187,000, the City will advance or contribute the additional cost. If the work for which the funds are advanced or contributed cost less than the estimated amount, the Government will refund to the City the unexpended balance of funds advanced or contributed upon receipt of written application for the return of the unexpended balance. The performance of work under this agreement may be terminated by the Government by written notice to the City, whenever the Contracting Officer shall determine that such action is for the best interests of the Government. In the event of termination the Government will reimburse to the City any advanced or contributed funds in excess of cost incurred, upon application in writing by the City.

7. It is understood and agreed that the funds contributed by the City will be applied toward the cost of surveys and engineering incurred in the design and planning of certain portions of the entire project which, under the terms of the authorizing act, would be constructed by or at the expense of the City. These portions of the project include, but are not limited to, side drainage structures, sheet pile bulkheads, Rose Creek drain, and boring for and dredging in the 8-foot area.

8. It is understood and agreed that if, in the future, the Congress of the United States provides funds for this project, the Government will reimburse the City of San Diego all advanced funds. No part of the funds contributed by the City and expended by the Government on the work will be refunded.

9. It is expressly understood by Resolution No. 83852 and Resolution No. 84508 that there is no guarantee that the Congress of the United States will provide funds for the actual construction of the entire project, or provide funds which will be available for reimbursement of funds advanced for work considered in this agreement. In the event the Government fails to appropriate funds, no reimbursement will be made to the City except as provided in Section 6 hereinabove.

10. Either the City or the Government may, at any time, request in writing changes in the provisions of this agreement and within the general scope thereof. If such changes are approved by both parties, the agreement shall be modified in writing accordingly.

11. Approval. This agreement shall be subject to the written approval of the Chief of Engineers, and shall not be binding unless so approved.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA
By JOSEPH O. KILLIAN
Colonel, Corps of Engineers
Contracting Officer

THE CITY OF SAN DIEGO, a Municipal Corporation,
By F. A. RHODES
City Manager

WITNESSES:

GLENN A. RICK
San Diego Calif

TOM J. ALLEN
San Diego, Calif.

I, FRED W. SICK, certify that I am the City Clerk of the City of San Diego, State of California, named herein; that F. A. RHODES, who signed this agreement on behalf of such City was then City Manager of said City; that said agreement was duly signed for and in behalf of said City 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 Memorandum of Agreement with United States of America relative to improvement of Mission Bay and the San Diego River; being Document No. 373138.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schinnerer Deputy

LEASE

THIS AGREEMENT OF LEASE, made and entered into this 12th day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "lessor", acting by and through the City Manager of said City, and the SAN DIEGO MUNICIPAL EMPLOYEES' ASSOCIATION, hereinafter designated as the "lessee",

WITNESSETH:

That the lessor, for and in consideration of the best interests and physical welfare of the employees of said City and the payment of the rents to be paid by the lessee, as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby demises and leases unto the lessee that certain real property situated in the County of San Diego, State of California, particularly described as follows, to-wit:

Beginning at a point on the northerly boundary line of Rancho El Cajon 50 measured feet easterly at right angles from the center line of County Road Survey known as Julian Road 3A; thence northerly parallel to the center line of said Julian Road 3A and distant 50 feet at right angles therefrom 1440 feet, more or less, to a point; thence easterly on a line which is 25 feet northerly and parallel to the northerly side of the building known as the old Foster Hotel to an intersection with a line which is 35 feet easterly and parallel to the easterly line of said Foster Hotel; thence southerly from said point of intersection on a line which is 35 feet easterly and parallel to the said Foster Hotel 160 feet; thence easterly at right angles 30 feet; thence southerly at right angles 125 feet; thence easterly at right angles 650 feet; thence southerly 1030 feet, more or less, to an intersection with the southerly line of Township 15 South, Range 1 East, S.B.M.; said point being 800 feet easterly from the southwesterly corner of Section 31, Township 15 South, Range 1 East, S.B.M.; thence westerly along the southerly line of Township 15 South, Range 1 East, 800 feet to the southwesterly corner of Section 31, Township 15 South, Range 1 East, S.B.M.; thence westerly along the northerly boundary line of Rancho El Cajon, a distance of 55 feet, more or less, to the point of beginning, containing 20 acres, more or less, including the old Foster Hotel, other buildings, facilities and fences;

For the term of ten (10) years, beginning on the 1st day of January, 1947, and ending on the 31st day of December, 1956, at the following rentals: One Dollar (\$1.00) per year, payable in advance at the office of the lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First: That the above described premises are leased to said Lessee for recreational purposes only, and for no other purpose or purposes.

the Second: That this lease shall not be assigned or transferred, nor shall the 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 they may receive them at their own expense (damage by ordinary wear, tear, fire, the elements, and the acts of God excepted), and the City shall not be called upon to make any expenditures or repairs on said premises.

Fifth: The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; and/or for the construction and installation of major pipelines across said premises.

Sixth: That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid, and shall have an option for renewal of said lease for an additional term of ten (10) years, upon giving written notice of intent to renew at least thirty days prior to the expiration of the term of this lease.

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 conditions as the same are now in or may be put into, reasonable use and wear thereof and damage by fire and the elements excepted.

Eighth: This lease may be terminated by either party at any time upon ninety (90) days' notice of termination.

Ninth: It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth: It is agreed by said parties that the City, or such parties as the City may designate, shall have joint use of the bath house facilities on the premises leased by the Association.

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 assigning 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.

The lessee shall pay, at the regular rates, for all water supplied by the City and used on the leased premises.

The lessee shall pay, promptly when due, all charges for electric current, telephone, or other public utility service furnished to the leased premises, and shall hold the City harmless against any liability for the cost of such services furnished to the lessee.

At any time during the term of this lease, or of any extension or renewal thereof, the lessee may remove from the leased premises any fixtures placed or constructed on the leased premises by the lessee; and the lessee shall repair any damage to the leased premises caused by such removal.

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. 85239 of the Council of said City, authorizing such execution, and said lessee has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

SAN DIEGO MUNICIPAL EMPLOYEES' ASSOCIATION
Lessee

ATTEST: (SEAL)
ZOLA E. GARTNER
Secretary-Treasurer

By JOHN STANGL
Pres.

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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 San Diego Municipal Employees' Association for Recreational Area at Foster; being Document No. 373139.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

L E A S E

THIS AGREEMENT, made and entered into this 25 day of February, 1947, 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. 5296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 1st day of April, 1947, and ending on the 31st day of March, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

JOHN E. STREATOR
HELEN STREATOR
Lessee
Address: 1317-1/2 W. 12 Place
Los Angeles 15 California

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.
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 Helen & John E. Streator por. P.L.1340 - area No. 1; being Document No. 373158.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

L E A S E

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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. 5296-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, 1947, and ending on the 10th day of March, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

BEATRICE E. HARMER
Lessee
Address: Rt. 1, Box 9, Del Mar
California

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Mrs. B. E. Harmer por. P.L. 1340 - area No. 2; being Document No. 373159.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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. 5295-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, 1947, and ending on the 22nd day of April, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

H. R. BRIER
Lessee
Address: 969 W 42nd St.
Los Angeles 37, Calif

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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 por. P.L. 1340 - area No. 3; being Document No. 373150.

FRED W. SICK
City Clerk of the City of San Diego, California
Betty J. Schriener Deputy.

LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and FRANK J. MUR, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 4 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 5296-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, 1947, and ending on the 22nd day of April, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

FRANK J. MUR
Lessee
Address: 2000 Arlington Ave., Apt 207
Los Angeles, Calif

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.
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 por. P.L. 1340 - area No. 4; being Document No. 373151.

FRED W. SICK
City Clerk of the City of San Diego, California
By *Betty J. Schriener* Deputy

LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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. 5296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 5th day of March, 1947, and ending on the 5th day of March, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

VERA I. POUCHER
Lessee
Address: Rt. 1 - Box 9
Del Mar Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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 por. P.L. 1340 - area No. 5; being Document No. 373162.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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. S. Blankenbeckler, 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. 5296-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, 1947, and ending on the 12th day of March, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

HAROLD S. BLANKENBECKLER
Lessee
Address: Rt. #1, Box #9
Del Mar, Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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. S. Blankenbeckler for por. P.L. 1340 - area No. 6; being Document No. 373153.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and D. B. NORTHRUP, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents lease, demise and let unto the said lessee, upon the terms and conditions hereinafter recited, that certain portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 7 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 5295-L, filed in the office of the City Clerk, bearing Document No. 345928; for the term of one year beginning on the 31st day of March, 1947, and ending on the 30th day of March, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

D. B. NORTHRUP
Lessee
Address: 771 - 22nd St
San Diego 2, Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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. B. Northrup for por. P.L. 1340 - area No. 7; being Document No. 373154.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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. 5295-L, filed in the office of the City Clerk, bearing Document No. 345928; for the term of one year beginning on the 10th day of March, 1947, and ending on the 9th day of March, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

LUCY WATT
Lessee
Address: 2528 - 4th Ave
San Diego Cal

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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 Watt for por. P.L. 1340 - area No. 8; being Document No. 373165.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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. 5296-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, 1947, and ending on the 2nd day of April, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

FRANCIS W. SZALINSKI
Lessee

Address: 2329 India Street
San Diego, Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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 Francis W. Szalinski for por. P.L. 1340 - area No. 9; being Document No. 373165.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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. 5295-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, 1947, and ending on the 5th day of March, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

O. R. LUDVICKSON
Lessee
By MARLIN REED
Address: Route #1 Box #2
Del Mar Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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 for por. P.L. 1340 - area No. 10; being Document No. 373167.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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. 5295-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, 1947, and ending on the 30th day of March, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

H. E. HAUGHT
Lessee
Address: 534 West Monte Vista Road
Phoenix, Arizona

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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 for por. P.L. 1340 - area No. 11; being Document No. 373158.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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. 5295-L, filed in the office of the City Clerk, bearing Document No. 345928; for the term of one year beginning on the 11th day of March, 1947, and ending on the 10th day of March, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager
RUDOLPH FISCHER

Lessee
Address: 215 East Foothill Blvd.
La Verne, Cal

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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 for por. P.L. 1340 - area No. 12; being Document No. 373159.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

L E A S E

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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. 5296-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, 1947, and ending on the 21st day of March, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

C. M. POTTS
Lessee
Address: 2117 Logan Ave.
San Diego, Calif

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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 for por. P.L. 1340 - area No. 13; being Document No. 373170.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schreiner Deputy

L E A S E

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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 Mr. and Mrs. William Sanders, 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. 5296-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, 1947, and ending on the 22nd day of April, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

MRS. WM. SANDERS
Lessee
Address: Route 1, Box 9,
Del Mar, California

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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 Mr. & Mrs. William Sanders on por. P.L. 1340 - area No. 14; being Document No. 373171.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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 THEODORE PICKENS, JR, 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. 5295-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, 1947, and ending on the 27th day of March, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

MRS. THEODORE PICKENS JR.
Lessee
Address: 2869 Columbia St.
San Diego, Calif.

I HEREBY APPROVE the form and legality of the foregoing Lease this 13th day of May, 1947.

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 Theodore Pickens, Jr. for por. P.L. 1340 - area No. 15; being Document No. 373172.

FRED W. SICK
City Clerk of the City of San Diego, California.
By Betty J. Schriener Deputy

LEASE

THIS AGREEMENT, made and entered into this 25th day of February, 1947, 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. 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 23rd day of March, 1947, and ending on the 22nd day of March, 1948, 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.

It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety (90) 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.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name as and for the act of said City, and the lessee has executed this instrument this 13th day of May, 1947.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES
City Manager

GEORGE H. KOOP
Lessee
Address: 4068 - Florida St.
San Diego 4, Calif.

I HEREBY APPROVE the form and legality of the foregoing lease this 13th day of May, 1947.

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 for por. P.L. 1340 - area No. 16; being Document No. 373173.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

KNOW ALL MEN BY THESE PRESENTS, That CLARENCE F. KOEHLER, 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 SEVENTEEN and no/100 Dollars (\$2,617.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of May, 1947.

THE CONDITION OF THE ABOVE 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:

75 - 14' plywood unpainted rowboats

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.

CLARENCE F. KOEHLER
Principal.

(SEAL)

MARYLAND CASUALTY COMPANY
Surety.
By F. F. EDELEN
Its Attorney-in-Fact.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 8th day of May, 1947, before me, C. T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL)

C. T. NEILL
Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this 13th day of May, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 13th day of May, 1947.

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 8th day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CLARENCE F. KOEHLER, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to 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:

- 75 - 14' plywood unpainted rowboats, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 371143 (and City Water Department Drawing WD 818 File No. 3623 forming a part of said specifications).

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

75 - 14' plywood unpainted rowboats @ \$139.55 ea \$ 10,466.25

Said prices do not include the California State Sales Tax.

Said contractor to begin delivery of said material within thirty (30) days from and after the date of the execution of this contract, and to complete said delivery as soon as possible within not to exceed seven (7) months from said date of execution of 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:

Ten Thousand Four Hundred Sixty-six and 25/100 Dollars (\$10,466.25), exclusive of the California State Sales Tax.

Payment for said rowboats 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 -

- If lawfully within its power, remove the cause which prevents performance; or
- Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation

at the contract rate for such portion of the contract as may have been performed.
If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

Said contractor hereby agrees that 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. 85841 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.

CLARENCE F. KOEHLER
Contractor.

I hereby approve the form and legality of the foregoing contract this 13th day of May, 1947.

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 Clarence F. Koehler for Furnishing 75 14' plywood unpainted rowboats; being Document No. 373226.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

KNOW ALL MEN BY THESE PRESENTS, That HAZARD-SLAUGHTER, INC., 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 SEVEN HUNDRED TWENTY-SEVEN and no/100 Dollars (\$2,727.00), lawful money of the United States of America, to be 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 APRIL, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to move buildings designated as "B", "C", and "D" now located at the corners of Columbia and E Streets in the City of San Diego, and the construction of concrete foundations and placing of buildings thereon, 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:
HENRY C. LIEGEL
Manager.

(SEAL)

HAZARD-SLAUGHTER, INC.
By J. C. SLAUGHTER, JR. Pres.
Principal.

ATTEST:
DORIS C. POOL

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety.
By M. SHANNON
Attorney in Fact

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 30th day of April, before me, MARSTON BURNHAM, in the year one thousand nine hundred and forty-seven, 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 13th day of May, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 13th day of May 1947.

F. A. RHODES
City Manager.

KNOW ALL MEN BY THESE PRESENTS, That HAZARD-SLAUGHTER, Inc., 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 FIVE THOUSAND FOUR HUNDRED FIFTY-FOUR and no/100 Dollars (\$5,454.00), lawful money of the United States of America, to be 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 April, 1947.

THE CONDITION OF THE ABOVE 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 moving of buildings designated as "B", "C", and "D" now located at the corners of Columbia and E Streets in the City of San Diego, as shown on City Planning Department Drawing No. 6A-46-3 to Santa Clara Point, Mission Bay, as shown on City Planning Department Drawing No. 6A-46-2, and construction of concrete foundations as shown on Drawing No. 6A-46-2 and 6A-46-1 and placing of buildings thereon, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 371273.

WHEREAS, the aforesaid penal sum of Five Thousand Four Hundred Fifty-four and no/100 Dollars (\$5,454.00), 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:
HENRY C. LIEGEL

(SEAL)

HAZARD-SLAUGHTER, INC.,
By J. C. SLAUGHTER, Jr. Pres.

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

ATTEST:
DORIS C. POOL

(SEAL)

By M. SHANNON
Attorney in Fact

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 30th day of April, before me, MARSTON BURNHAM, in the year one thousand nine hundred and forty-seven, 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 29, 1950

I HEREBY APPROVE the form of the within Bond, this 13th day of May, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY APPROVE the foregoing Bond this 13th day of May, 1947.

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 30th day of APRIL, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and HAZARD-SLAUGHTER, 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 all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

Moving buildings designated as "B", "C" and "D" now located at the corners of Columbia and E Streets in the City of San Diego as shown on City Planning Department Drawing No. 6A-46-3 to Santa Clara Point, Mission Bay, as shown on City Planning Department Drawing No. 6A-46-2; constructing concrete foundations as shown on Drawing No. 6A-46-2 and 6A-46-1 and placing buildings thereon, all in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 371273.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

Ten Thousand Nine Hundred Eight and no/100 Dollars (\$10,908.00).

Said contractor agrees to commence said work within _____ days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within _____ 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:

Ten Thousand Nine Hundred Eight and no/100 Dollars (\$10,908.00), said payments to be made as follows: Upon completion of said work, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair, or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

The right is reserved to make such changes in the execution of the work to be done under this contract as in the judgment of said City Engineer may be deemed necessary or expedient, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Said contractor agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at contractor's own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Laws, as set forth in the Labor Code of the State of California.

Said contractor further agrees to furnish said City with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of said Workmen's Compensation, Insurance and Safety Laws, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any 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:

<u>Trade or Occupation</u>	<u>Wage Per 8-Hour Day</u>
Carpenters	\$ 13.20
Concrete Finishers	14.20
Concrete Mixermen	12.60
Truck Drivers, less than 6 tons	9.80
" " 6 to 10 tons	10.00
" " 10 to 15 tons	10.40
Laborers	9.20
Housemovers, foremen	13.40
" journeymen	11.40

Any classification omitted herein, not less than \$ 9.20
Overtime: Legal holidays, Saturdays and Sundays, and other
overtime permitted by law, to be paid for at a
rate of not less than 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 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. 85695, 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:
HENRY C. LIEGEL

(SEAL)

HAZARD-SLAUGHTER, INC.,
By J. C. SLAUGHTER, Jr. Pres.

I HEREBY APPROVE the form and legality of the foregoing Contract this 13th day of May, 1947.

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 Hazard-Slaughter, Inc. for Moving Buildings from Columbia and E Streets to Santa Clara Point, Mission Bay; being Document No. 373230.

FRED W. SICK
City Clerk of the City of San Diego, California
By Betty J. Schriener Deputy

AMENDMENT OF CONTRACT

WHEREAS, a contract was heretofore made between the City of San Diego and PACIFIC CLAY PRODUCTS, a corporation, which contract is on file in the Office of the City Clerk of The City of San Diego under Document No. 362531, by which contract Pacific Clay Products agreed to sell and deliver, and The City of San Diego agreed to buy, certain vitrified clay sewer pipe, to be delivered on or before certain dates specified in said contract; and

WHEREAS, for various reasons beyond the control of the parties hereto, it has become impossible to make delivery of said pipe within the times specified in said contract; NOW, THEREFORE,

IT IS HEREBY AGREED by and between Pacific Clay Products and The City of San Diego, as follows:

(1) That, notwithstanding anything in said contract, Document No. 362531, Pacific Clay Products shall deliver to The City of San Diego, not later than the respective dates herein after specified, the following amounts of said vitrified clay sewer pipe, to-wit:

April 30, 1947	4500 ft.	24"	sewer pipe, 5' lengths
May 23, 1947	4500 ft.	"	" " " "
June 27, 1947	1424 ft.	"	" " " "
June 27, 1947	976 ft.	21"	" " " "
June 27, 1947	1733 ft.	27"	" " 8" "
July 30, 1947	4000 ft.	27"	" " " "
Aug. 29, 1947	4000 ft.	"	" " " "
Sept. 24, 1947	2317 ft.	"	" " " "

(2) That, without any extra charge therefor, Pacific Clay Products will furnish the following number of pieces of pipe with "T" holes, cut for radial "T" connections, to-wit: but not including the T Hole connections or stubs.

Number of Pieces	Size, Main Pipe	Size of Opening for "T" connection (radial)
16	27"	6"
3	27"	8"
1	27"	12"
33	24"	6"
3	21"	6"
1	21"	8"

(3) That, in all other respects, said contract, Document No. 362531, shall remain in full force and effect, without change other than as hereinabove specified.

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. 85443 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 amendment of contract first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

(SEAL)

PACIFIC CLAY PRODUCTS,
Contractor,
By A. T. WINTERSGILL
Vice Pres.

(3) That, in all other respects, said contract, Document No. 362531, shall remain in full force and effect, without change other than as hereinabove specified.
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. 85443 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 amendment of contract first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

(SEAL) PACIFIC CLAY PRODUCTS,
Contractor,
By A. T. WINTERSGILL
Vice Pres.

STATE OF CALIFORNIA, } ss.
COUNTY OF LOS ANGELES }

On this 21st day of March, A.D., 1947, before me, M. HOGAN a Notary Public in and for said County and State, personally appeared A. T. Wintersgill, known to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) M. HOGAN
Notary Public in and for said County and State.
My Commission Expires Sept. 25, 1949

The foregoing Amendment of Contract is approved this 16th day of May, 1947.
J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Atty.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Amendment to Contract with Pacific Clay Products for Furnishing certain Vitrified Clay Sewer Pipe; being Document No. 373490.

FRED W. SICK
City Clerk of the City of San Diego, California
By _____ Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. R. TOWNSEND CO., INC., a corporation, as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED NINETY-FOUR and no/100 Dollars (\$294.00), lawful money of the United States of America, to be 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 May, 1947.
THE CONDITION OF THE ABOVE 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 Studebaker pickup 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.

ATTEST: (SEAL) J. R. TOWNSEND COMPANY
By W. W. REID, Vice Pres.
Principal.

(SEAL) GREAT AMERICAN INDEMNITY COMPANY
Surety:
By L. DOSTER
Attorney-in-fact

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 14th day of May in the year one thousand nine hundred and forty-seven, before me R. L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster known to me to be the Attorney-in-Fact of the GREAT AMERICAN INDEMNITY COMPANY, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of San Diego, the day and year 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 1-13-50

I hereby approve the form of the within Bond, this 15th day of May, 1947.
J. F. DuPAUL
City Attorney.
By J. H. MCKINNEY
Deputy City Attorney.

I hereby approve the foregoing bond this 16th day of May 1947.
F. A. RHODES
City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California,

this 14th day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and J. R. TOWNSEND CO., INC., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 1 - 1/2 ton pickup truck Studebaker M5,
Six cylinder, 113" wheelbase, 6.50x 16 tires,
5-1/2' pickup body, in accordance with the specifications
therefor on file in the office of the City Clerk of said
City under Document No. 371140.

Said contractor hereby agrees to furnish and deliver said Studebaker pickup truck above described at and for the price of One thousand one hundred seventy-two and 07/100 Dollars (\$1172.07). Said price does not include the California State Sales Tax, which will be paid by the City.

If the manufacturer makes general increases to the trade in the price of the product, any such increases 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 furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, 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 by the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said contractor agrees to deliver said Studebaker pickup truck within ten (10) days after receipt of purchase order, subject to delays beyond contractor's control.

Said City, in consideration of the furnishing and delivery of said Studebaker pickup truck 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 truck by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand One Hundred Seventy-two and 07/100 Dollars (\$1172.07), exclusive of the California State Sales Tax.

Payment for said truck 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. 85836 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:
B. W. SMITH

J. F. TOWNSEND CO., INC.
By W. W. REID Vice Pres.
Contractor.

I hereby approve the form and legality of the foregoing contract this 15th day of May, 1947.

J. F. DuPAUL
City Attorney.
By J. H. McKINNEY
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. R. Townsend Company Inc. for Furnishing 1 - 1/2 Ton Studebaker Pickup Truck; being Document No. 373507.

FRED W. SICK
City Clerk of the City of San Diego, California
By T. J. Allen Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into this 19th day of May, 1947, 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 is engaged in an extensive program of development in connection with its water supply and other public works and desires 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, 1947, and ending on the 19th day of May, 1948. 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. 86006, adopted by the City Council on the 13th day of May, 1947, 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 20th day of May, 1947.

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 Carl R. Rankin as Consulting Engineer on Water Supply and Other Public Works; being Document No. 373595.

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 & 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 Two Thousand Three Hundred Forty-six and no/100 Dollars (\$2,345.00), lawful money of the United States of America, to be 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, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

1 - Venturi meter assembly

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. F. HARVESON
Asst. Secty.

(SEAL)

SIMPLEX VALVE & METER CO.,
By C. M. JONES Vice President.
Principal.

ATTEST:
S. M. SMITH Agent

(SEAL)

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND
Surety.
By D. E. GORTON
Attorney-in-Fact

STATE OF CALIFORNIA,) ss.
COUNTY OF LOS ANGELES

On this 15th day of May, 1947, 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 D. E. GORTON, 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) THERESA FITZGIBBONS
Notary Public in and for the County of Los Angeles, State of California.
My Commission Expires May 3, 1950

I hereby approve the form of the within Bond, this 20th day of May, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 20th day of May, 1947.

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 15th day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes

designated as the City, and SIMPLEX VALVE & 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:

- 1 - 48" x 28.5" x 48" C.I. reverse flow Venturi tube, bell ends
- 2 - MO meter registers complete
- 2 - PH Pitot rods for above Venturi tube,
(Including services of Field Engineer).

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 370319.

Said contractor agrees to furnish and deliver said Venturi meter assembly for the price of Eight Thousand Seven Hundred Eighty-two and no/100 Dollars (\$8782.00), exclusive of the California State Sales Tax.

Said contractor agrees to deliver said meters and rods within ten (10) to 11 weeks from receipt of purchase order and Venturi tube within twenty (20) to 21 weeks from receipt of purchase order, subject to delays beyond contractor's control.

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 95% of said contract price. The remaining 5% of the bid and contract price will be paid in full after the meter has been installed in the pipe line and approved by the Engineer.

Said contract price includes full compensation for furnishing meter complete with all specified appurtenances and supplies, f.o.b. San Diego, California, excluding California Sales and/or Use Tax, and provides for the services and expenses of an experienced supervisor to direct the meter installation and to start its operation.

"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. 85840 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:
W. F. HARVESON
Asst. Secty.

(SEAL)

SIMPLEX VALVE & METER COMPANY
By C. M. JONES Vice President
Contractor.

I hereby approve the form and legality of the foregoing contract this 20th day of May, 1947.

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 One Venturi Meter Assembly; being Document No. 373605.

City Clerk of the City of San Diego, California
By F. W. Sick Deputy

LEASE

THIS AGREEMENT, made and entered into this first day of May, 1947, by and between MARGARET C. HAWKINS, 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 payment of the rent to be paid by the City, as hereinafter set forth, and in consideration of the covenants of the City hereinafter set out 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 situate in the City of San Diego, County of San Diego, State of California, to-wit:

Commencing at the northwest corner of the East Half of Pueblo Lot 1299, of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in 1870, a certified copy of which map is filed as Miscellaneous Map No. 36, in the Office of the County Recorder of San Diego County, California; thence South 00 degrees 24 minutes 23 seconds West along the west line of the East Half of said Pueblo Lot 1299, a distance of 1430.00 feet to a point; thence South 89 degrees 38 minutes 10 seconds East on a line parallel with the north line of said Pueblo Lot 1299 to an intersection with the westerly line of Pacific Highway as now located and established; thence northerly along the westerly line of said Pacific Highway to an intersection with the northerly line of said Pueblo Lot 1299; thence North 89 degrees 38 minutes 10 seconds West, along the north line of said Pueblo Lot 1299 to the point of commencement;

For a term of five (5) years from and after the 1st day of May, 1947, at the following rental: Twenty Dollars (\$20.00) per month, payable monthly in advance, subject to termination as hereinafter provided.

Said lessee agrees to issue monthly checks in payment of said rent due under this lease in favor of "Margaret C. Hawkins and/or H. E. Neave" and mail said checks to 1121 Union Central Building, Cincinnati 2, Ohio, unless and until otherwise notified in writing by 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 City for rubbish disposal purposes.

Second: It is understood and agreed by the said parties that either party may terminate this lease and obligations hereunder at any time by giving ninety (90) days' written notice of such termination to the other party.

Third: That the said Lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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. 85721 of the Council authorizing such execution, and the said Lessor has hereunto subscribed her name the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Lessee

By F. A. RHODES
City Manager

MARGARET C. HAWKINS
Lessor

I HEREBY APPROVE the form and legality of the foregoing Lease this 21st day of May, 1947.

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 Margaret C. Hawkins for Portion of Pueblo Lot 1299 for Rubbish Disposal Purposes; being Document No. 373633.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. T. Allen Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 19th day of May, 1947, 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 COUNTY OF SAN DIEGO, STATE OF
CALIFORNIA, ACTING BY AND THROUGH
ITS BOARD OF SUPERVISORS,

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, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description
(As appears upon the County assessment roll, together
with Certificate No. and date of sale to the State,
and Deed No. and date of deed to the State)

Property Description	Sold to State	Cert. No.	Deeded to State	Deed No.
MARILOU PARK: Tract marked California Central R.R. (Ex that part E of Center Line of Penn Ave.) and (Ex St. Op'n),	6/29/27	48618	8/10/32	3977
SOUTH CHOLLAS ADDITION: Lot 21, Block 248,	6-29/32	53774	7/1/37	4275
UNIVERSITY HEIGHTS: Lot 25, Block 19 N 94 Ft. measured on East Line,	6/30/30	45749	8/1/35	1192

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

1. That said City shall have the right to exercise this option at any time within three years from the date hereof.
2. That this option is given to said City upon the express condition that, at the time said City exercises the same, it shall have a bona fide purchaser for said property, ready, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be resold and the title vested as of record in a third party, to the end that said land shall be reestablished on the assessment rolls of the County of San Diego, State of California, or that said property shall be devoted to public use by said City.
3. That this option is given in consideration of the payment by said City to the County of San Diego, by and through the Tax Collector of said County, of the following sums and at the times hereinafter set forth:

Property Description	Down Payment May 19, 1947 (As of date of Execution of Agreement)	2nd Payment May 19, 1948 (Anniversary Date of Agreement)	3rd Payment May 19, 1949 (2nd Anniver- sary Date of Agreement)	Final Payment (Upon Exercise of Option)
MARILOU PARK: Tract marked Calif- ornia Central R.R. (Ex that part E of Center line of Penn. Ave.) and (Ex St. Op's) -	\$1.00	\$1.00	\$1.00	\$10.00
SOUTH CHOLLAS ADDITION: Lot 21, Block 248,	\$.50	\$.50	\$.50	\$ 5.00
UNIVERSITY HEIGHTS: Lot 25, Block 19 N 94 ft. measured on East Line -	\$1.00	\$1.00	\$1.00	\$25.00

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; provided, further, that no installment payment made, other than the final payment above specified, shall be refunded in the event of redemption of the property, or for any other reason.

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 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 is given to 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 19th day of May, 1947, 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. 85869, adopted April 29, 1947, the day and year in this agreement first above written.

(SEAL)
ATTEST:
J. B. McLees, County Clerk and Ex-officio
Clerk of the Board of Supervisors
By E. SCHWARTZBERG
Deputy

THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA
By DeGRAFF AUSTIN
Chairman, Board of Supervisors.
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, Revenue and Taxation 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 9 1947.

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 21st, 1947.

Approved as to form
Date 5/13, 1947.

(SEAL)

THOMAS H. KUCHEL, Controller of the
State of California,
By BERT FOSTER
Deputy

JAMES DON KELLER, 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.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax-Deeded Lands in Marilou Park, South Chollas Addition and University Heights; being Document No. 373703.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sick Deputy

AMENDMENT TO LEASE OF J. L. REDDING

WHEREAS, J. L. REDDING has made application for an amendment to his present month-to-month lease, filed as Document No. 367694 in the office of the City Clerk, for operating amphibious passenger-carrying vehicles, to cover the operation of an auto parking concession; and it is deemed to be in the interest of The City of San Diego to grant to the Concessionaire the additional privilege or concession to operate the said auto parking concession and to lease to him sufficient land for such purpose.

(1) NOW, THEREFORE, it is hereby agreed that said lease between the Concessionaire and The City of San Diego be amended to add the following real property situated within the City and County of San Diego, State of California, as shown on Mission Bay Improvement Drawing No. EXH. B-50.1 attached hereto, and described as follows:

All of Lots 46 to 51 inclusive in Block 103 of Ocean Bay Beach in the City of San Diego, according to Map No. 1189 filed in the Office of the County Recorder of San Diego County June 22, 1909 lying northerly of the northerly line of the abandoned San Diego Electric Railway right of way.

All the remaining portion of Lot 59, Block 103, Ocean Bay Beach City of San Diego according to Map No. 1189 filed in the Office of the County Recorder of San Diego County June 22, 1909 not now under lease to the Concessionaire, consisting of approximately 3.0 acres.

All of P.L. 205 in the City of San Diego, as shown on Map No. 36 filed in the office of the County Recorder of said County on November 14, 1921 lying northerly of the northerly line of the abandoned San Diego Electric Railway right of way and extending to the adjudicated boundary line of Mission Bay according to S.C. 84864, consisting of approximately 40.72 acres.

(2) The terms of this amended lease and concession shall begin on Wednesday, May 7, 1947 and shall be for a term of one month and thereafter from month to month and may be terminated by either party hereto by one month's notice to the other.

(3) As and for the rental of said additional property the Concessionaire shall pay to the City monthly on or before the tenth day of each calendar month a sum equal to 25 percent (25%) of the gross income received by the Concessionaire from the parking of vehicles upon said real property during the preceding calendar month. The minimum monthly rental of \$25.00 per month shall remain the same for all of the property under both the original and amended leases; the monthly payment to be either the minimum payment or the respective percentage payments of the gross incomes received from all concessions, whichever is the greater sum. The rental shall be paid at the office of the City Treasurer of the City and with said payment the Concessionaire shall deliver to the City Treasurer a written statement showing the gross income received by the Concessionaire from the parking of vehicles upon the leased premises during the preceding calendar month.

(4) The Concessionaire shall keep accurate and complete account of all gross income received, in form satisfactory to the City Auditor and Comptroller of the City, showing in detail all transactions had by the Concessionaire concerning the leased premises and all uses and activities conducted thereon; and such books of account shall be open to inspection at all reasonable times by any officer of the City, in person or by a deputy, who may also make copies of any and all said accounts.

(5) The Concessionaire shall, within a reasonable time, install and mark the boundaries of the leased premises with a suitable fence of design and materials approved by the City Manager. The posts of said fence shall be painted white. The fence and any other improvements and fixtures which may be placed or constructed upon the leased premises by the Concessionaire, with the written consent of the City Manager, may be removed by the Concessionaire at termination of this lease.

(6) The Concessionaire shall keep the premises clean and orderly at all times.

(7) No signs, posters or other advertising matter may be placed upon the leased premises without the approval, in writing, of the City Manager.

(8) The Concessionaire shall, at all times, have and keep in force policies of insurance with the City named therein as one of the insured against liability for personal injuries suffered by any person on the leased premises in an amount not less than \$10,000.00 for any one person so injured and not less than \$20,000.00 total liability to all persons injured in any one accident and also against liability for damage to property in an amount not less than

\$1,000.00 to any one person whose property is so damaged and not less than \$5,000.00 total liability for all property damaged in any one accident. Proof, satisfactory to the City Manager, shall be furnished that such policies have been issued and are kept in force.

(9) The City will make no repairs, additions or improvements to the existing property and the Concessionaire shall provide all necessary structures for conditions or improvements at the expiration of this lease.

(10) The Concessionaire shall pay promptly for all public utility services and commodities which he may cause to be furnished and delivered to the leased premises.

(11) No phonograph, loud speaker, public address system or other noise making devices may be installed upon or used at the leased premises without the written consent of the City Manager.

(12) The leased premises as included in this amended lease are to be used solely as a parking lot for vehicles and the operation of amphibious passenger carrying vehicles, and for no other purpose whatsoever.

(13) For the privilege of parking a vehicle on the leased premises the Concessionaire may charge not to exceed 20 cents per vehicle per day. However, a vehicle which is not parked on said premises for a full day may be charged not to exceed 20 cents for such fraction of a day.

(14) In the event that the Concessionaire shall be in default in the payment of rent due hereunder, for a period of three days, the City may terminate this lease without notice of such default or of such termination, and may forthwith enter upon the leased premises and take possession thereof, and expel the concessionaire and all other persons who may be in possession of or upon the leased premises, using for that purpose all force which may seem reasonably necessary. In the event that the Concessionaire shall be in default in any matter other than the payment of rent, and such default is not cured by the Concessionaire within five (5) days after notice to him of such default, the City may terminate this lease without notice of such termination, and may forthwith enter upon the leased premises and take possession thereof, and expel the Concessionaire and all other persons who may be in possession of or upon the leased premises, using for that purpose all force which may seem reasonably necessary. In any event, the City shall be under no liability to the Concessionaire for the termination of this lease or for any act done by the City in taking possession of the leased premises and expelling any person therefrom. Any notice to be given by either party to the other may be given in writing, by registered mail, addressed to the City Manager, at the Civic Center, San Diego, California (in case of notice to the City), or addressed to the Concessionaire at 5044 W. Pt. Loma Blvd.

(15) This lease may not be assigned, in whole or in part, nor may any sublease be made of the leased premises or any part thereof, or of any right or privilege granted the Concessionaire hereunder. Any attempted assignment or sublease is a violation hereof, and for such cause the City may, at any time, and without notice, terminate this lease and all rights of the Concessionaire and any purported assignee or sub-lessee hereunder, and may forthwith enter the leased premises and take possession thereof, and expel the Concessionaire and all other persons who may be in possession of or upon the leased premises, without notice and using for that purpose all force which may seem reasonably necessary.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Concessionaire in person and The City of San Diego by its City Manager, this 22nd day of May, 1947.

THE CITY OF SAN DIEGO, Lessor
By F. A. RHODES
City Manager

J. L. REDDING
Concessionaire

I HEREBY APPROVE the form and legality of the foregoing Amendment to Lease and Concession Agreement this 23rd day of May, 1947.

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 Amendment to Lease of J. L. Redding for operating amphibious passenger-carrying vehicles; being Document No. 373751.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. Sicken Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ROSCOE E. HAZARD of San Diego, California, as principal and BRUCE R. HAZARD and ROSCOE E. HAZARD, JR., of the City of San Diego, California, sureties, are held and firmly bound unto the City of San Diego, a municipal corporation in the sum of Ten Thousand and no/100 Dollars (\$10,000.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents:

Sealed with our seals and dated this 22nd day of May, 1947.

The condition of this obligation is such that whereas the said Roscoe E. Hazard has sold to The City of San Diego

Lots 1 to 6, inclusive, Block 1;
Lots 1, 2 and 5, Block 10;
Lots 1 to 10, inclusive, Block 17;
Lots 1 to 10, inclusive, Block 24; and

All of Block 30, All in Rosedale, in the County of San Diego, State of California, according to map thereof No. 826, filed in the Recorder's Office of San Diego County, California, January 21, 1897, for the sum of Eight Thousand Eight Hundred Fifty-eight and no/100 Dollars (\$8858.00). The title to said property is dependent upon the outcome of the case of Farrington v. Meeden et al, being case No. 129829 in the Superior Court of San Diego County, California, the same being an action to quiet title, judgment for plaintiff having been rendered February 19, 1947.

NOW, THEREFORE, if the said Roscoe E. Hazard delivers a clear and merchantable title to the land above described, to The City of San Diego on or before March 1, 1948, then this obligation shall be void and of no effect; otherwise to remain in full force and effect.

Principal R. E. HAZARD (SEAL)
Surety B. R. HAZARD
R. E. HAZARD, JR.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 26 day of May, 1947, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bruce R. Hazard and Roscoe E. Hazard, Jr., known to me to be the persons whose names are subscribed to this bond, each of whom declared himself to be a resident and property holder within the County of San Diego and State of California, and is worth the sum specified in the said bond as a penalty thereof, over and above his just debts and liabilities exclusive of property exempt from execution, and acknowledged to me that he executed the foregoing bond.

FRED W. STRONG JR.

Notary Public in and for the County of San Diego,
State of California.

My Commission Expires Oct. 29, 1949

(SEAL)

I hereby approve the form of the within Bond, this 26th day of May, 1947.

J. F. DuPAUL

City Attorney.

By J. H. McKINNEY

Deputy City Attorney.

Approved by a majority of the members of the Council of the City of San Diego, California, this 27th day of May, 1947.

HARLEY E. KNOX

CHARLES B. WINCOTE

ELMER H. BLASE

ERNEST J. BOUD

VINCENT T. GODFREY

Members of the Council.

(SEAL)

ATTEST:

FRED W. SICK

City Clerk.

By AUGUST M. WADSTROM

Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Bond of Roscoe E. Hazard insuring delivery of Clear and Merchantable Title of Certain Land in Rosedale to City of San Diego; being Document No. 373754.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. H. McKinney Deputy.

AMENDED AGREEMENT

WHEREAS, on the 2nd day of August, 1946, an agreement was made and entered into by and between CITY OF SAN DIEGO, party of the first part, COLLWOOD CONSTRUCTION CO., a corporation organized and existing under the laws of the State of California, party of the second part, UNION TITLE INSURANCE AND TRUST COMPANY, party of the third part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey Corporation, authorized to do and doing business in the State of California, party of the fourth part, and DALEY CORPORATION, a California corporation, known as the contractor, all pursuant to resolution No. 83814, adopted by the Council of The City of San Diego, August 2, 1946; and

WHEREAS, said agreement in paragraph 5, on page 4 thereof, provides:

"5. That upon the deposit of the said \$175,000.00 with said Union Title Insurance and Trust Company and the furnishing to the City of a certificate of said Title Company showing that said deposit has been made pursuant to the terms of this agreement, and when the streets have been graded and water mains have been installed, as shown upon and required by said plans and specifications, the Council will then consider the acceptance of the final map of said subdivision for recordation." ; and

WHEREAS, the said Collwood Construction Co., has been unable to secure water mains to be installed in said subdivision pursuant to the terms of said agreement but that said water mains have been ordered by said Collwood Construction Co., that priorities therefor have been secured and delivery promised to be made on or about August or September, 1947; and

WHEREAS, the lots in said subdivision, Collwood Unit 1, have been graded and final lot stakes set and all streets shown in said subdivision have been graded according to the specifications of said subdivision map, and the sewer mains and laterals have been installed; and

WHEREAS, it is to the interest of The City of San Diego and its people that said map be accepted so that building in said subdivision may be commenced; and

WHEREAS, said agreement hereinbefore entered into should be amended to provide that the said plans and specifications be considered by the Council with a view of the acceptance of the final map of said subdivision for recordation without the necessity of having the water mains installed as a condition precedent therefor; NOW, THEREFORE,

IT IS HEREBY AGREED by and between the parties hereinbefore named that said paragraph 5 contained on page 4 of the agreement hereinbefore described and entered into on the 2nd day of August, 1946, be, and the same is hereby amended to read as follows:

"5. That upon the deposit of the said \$175,000.00 with said Union Title Insurance and Trust Company, and the furnishing to the City of a certificate of said Title Company showing that said deposit has been made pursuant to the terms of this agreement, and when the streets have been graded, the sewer mains and laterals installed, and the final lot stakes set as shown upon and required in said plans and specifications, the Council will then consider the acceptance of the final map of said Subdivision for recordation."

It is further understood and agreed that said Union Title Insurance and Trust Company will retain that portion of the said sum of \$175,000.00, certified by the said City Engineer of The City of San Diego to be not less than one and one-half times the total of said City Engineer's estimate of the cost of the said water mains installed in said subdivision pursuant to the plans and specifications on file with The City of San Diego, which sum, equal to one and one-half times the cost of the installation of said water mains shall be retained by the said Union Title Insurance and Trust Company, pursuant to the terms and provisions of paragraph 2 on page 3 of said contract dated the 2nd day of August, 1946.

It is further agreed and understood by and between the parties that otherwise said agreement bearing date the 2nd day of August, 1946 shall be and remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their names on the 15th day of May, 1947.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager
Party of the First Part;

(SEAL)

COLLWOOD CONSTRUCTION CO.,
By PAUL MILLER
Its President,
By ELIAS MILLER
Its Secretary,
Party of the Second Part;

(SEAL)

UNION TITLE INSURANCE AND TRUST COMPANY,
By A. W. NEELY
Vice President,
By J. D. THOMPSON, JR.
Assistant Secretary,
Party of the Third Part;

PRUDENTIAL INSURANCE COMPANY OF AMERICA
By W. R. SCHROLL
Its Branch Manager

(SEAL)

DALEY CORPORATION,
By G. R. DALEY
Its President,
By C. D. MOORE
Its Secretary,
Contractor.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 6th day of May, 1947 before me, MYRTLE A. COURVAL, a Notary Public in and for said County and State, personally appeared A. W. NEELY, known to me to be the Vice President, and J. D. THOMPSON, JR., 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.

(SEAL)

MYRTLE A. COURVAL
Notary Public in and for said County and State.
My Commission Expires July 19, 1950

STATE OF CALIFORNIA } ss
COUNTY OF LOS ANGELES }

On this 2nd day of May, 1947, before me, the undersigned Notary Public in and for said County and State, residing therein, personally appeared W. R. SCHROLL, known to me to be the Branch Manager of the Prudential Insurance Company of America, and acknowledged to me that he executed the said Amended Agreement.
WITNESS my hand and official seal.

(SEAL)

H. L. CUMMINS
Notary Public in and for said County and State.
My Commission Expires July 4, 1949

STATE OF CALIFORNIA } ss
COUNTY OF LOS ANGELES }

On this 2nd day of May, 1947, before me, the undersigned Notary Public in and for said County and State, residing therein, personally appeared PAUL MILLER and ELIAS MILLER each personally known to me, and known to me to be the President and Secretary respectively, of Collwood Construction Co., and they acknowledged to me that said corporation executed the foregoing Amended Agreement.
WITNESS my hand and official seal.

(SEAL)

H. L. CUMMINS
Notary Public in and for said County and State.
My Commission Expires July 4, 1949

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 5th day of May, 1947, before me, the undersigned Notary Public in and for said County and State, residing therein, personally appeared G. R. DALEY and C. D. MOORE each personally known to me, and known to me to be the President and Secretary respectively of the DALEY CORPORATION, and acknowledged to me that said corporation executed the said Amended Agreement.
WITNESS my hand and official seal.

(SEAL)

GRACE PAULSON
Notary Public in and for said County and State.

I HEREBY APPROVE the form and legality of the within Amended Agreement this 22 day of May, 1947.

J. F. DuPAUL
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Amended Agreement with Collwood Construction Co. et al relative to Improvements in Collwood Unit No. 1; being Document No. 373782.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Allen Deputy

For use in amending outstanding contracts prepared on Forms FPHA-1481, 1481-4 and 1481-7 if local body elects to accept plan permitting the establishment of reserves for repairs, maintenance and replacements.]

THIS AMENDATORY CONTRACT, made and entered into this 8th day of April, 1947, by the United States of America, acting by and through the Federal Public Housing Authority, (hereinafter called the "FPHA"), and the City of San Diego a municipal corporation duly organized and existing pursuant to the laws of the State of California (hereinafter called the "local body").

WITNESSETH THAT:

WHEREAS, the parties hereto have heretofore entered into Contract No. HA(V-4568)mph-1, dated June 26, 1946, (hereinafter called the "contract") for the purpose of providing housing (hereinafter called the "project") for distressed families of servicemen and for veterans and their families, pursuant to Title V of the Lanham Act, as amended; and

WHEREAS, said contract does not provide for the establishment of minimum rents or reserves for repairs, maintenance and replacements, and does not define with clarity the period during which such housing shall be operated; and

WHEREAS, the inclusion of such provisions will be advantageous to both the FPHA and the local body by enabling said parties to provide housing for distressed families of servicemen and for veterans and their families in maximum quantities as contemplated by said Title V of the Lanham Act, as amended.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, AND FOR FURTHER GOOD AND VALUABLE CONSIDERATIONS, RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, AND PURSUANT TO THE AUTHORITY CONTAINED IN THE LANHAM ACT, AS AMENDED, (PARTICULARLY THE PROVISIONS OF SECTION 304 OF SAID ACT) SAID CONTRACT IS HEREBY AMENDED AS FOLLOWS:

(1) Section 2.03 of said contract is hereby deleted and the following substituted in lieu thereof:

2.03 Rental of Dwelling Accommodations. The schedule of rents to be prescribed in the Project Management Plan shall establish a fair rent based on value for each dwelling in the project. Such rent shall be reduced in individual cases, if fair rent based on value is not within the financial reach of the eligible tenant; PROVIDED, HOWEVER, that in no event shall the rent (plus the cost of utilities but exclusive of any charge for furniture) be reduced to an amount less than one-fifth of the tenant's net family income (or one-sixth of such net family income in case of tenants with three or more minor dependents); nor shall the rent be reduced to an amount less than the total operating expense (excluding furniture allowance) per month for the dwelling as set forth in the Project Management Plan. "Net family income" shall be defined by the FPHA.

The schedule of rents shall be registered with, and subject to, the Office of Price Administration or other applicable rent regulations. No rents in excess of the rents prescribed therein shall be charged or collected by the local body.

(2) Sections 2.04 and 2.07 are hereby deleted and the following substituted in lieu thereof:

2.04 Expense of Management and Operation. The local body may charge to, and pay from, the rents and revenue derived from the project (herein called the "project income") all necessary expense for the management and operation of the project allowable in accordance with the provisions of this contract. Such charges with respect to any site shall commence as of the first day of the month during which a dwelling unit on such site is first rented and shall continue until sixty days subsequent to the termination of the project (or of any portion thereof in connection with which the charge was incurred) pursuant to Section 3.01.

Such expense may include such taxes, special assessments, licenses, and other fees, or payments in lieu thereof [except as provided in Section 1.02 (c) herein] 1/which normally would be assessed against the project if it were privately owned, and which are attributable (on a pro rata basis) to the period for which a site is used for purposes of this contract, commencing with the first day of the month during which the first rental is charged in connection with such site; PROVIDED, HOWEVER, that the amount of any such taxes, assessments, licenses, or payments shall be submitted to, and approved by, the FPHA before any such item may be charged against project income; and PROVIDED, FURTHER, that in the event the FPHA disapproves such amounts, the local body shall exhaust its remedies to obtain a reduction or correction, in a manner satisfactory to the FPHA, prior to charging any such disapproved item against project income.

The local body may also charge against project income an annual ground rental of \$15 for each family dwelling and \$3 for each dormitory accommodation in the project. Such ground rental shall commence, with respect to any site, with the month during which a dwelling on such site is first rented and shall continue with respect to each dwelling until such dwelling is removed by total destruction or until sixty days subsequent to the termination of such dwelling pursuant to Section 3.01.

On the last day of each fiscal year, the local body may set aside, from available project income, an amount equal to the difference between the average annual estimate for repairs, maintenance and replacement (which shall be the estimated average expense over a period of 5 years, as set forth in the Project Management Plan) and the actual expense for such items incurred during such fiscal year. The reserve thus accumulated shall remain in the custody of the local body and be available to meet the expense of repairs, maintenance, and replacements in any fiscal year during which the actual expense properly incurred exceeds the amount provided therefor. In any such fiscal year the reserve shall be drawn upon to meet such excess expense.

1/ Applicable to FPHA Form 1481 only. Delete in amending contracts prepared on FPHA Forms 1481-4 and 1481-7.

For purposes of this contract there shall not be charged against project income:

- (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 any taxes, special assessments, licenses and other fees or payments in lieu thereof 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 (i) for amortization of capital investment or the establishment of reserves therefor, or (ii) for demolition, removal, restoration or other disposition of the project which may be incurred in connection with the termination of the project, or in connection with the total destruction of dwellings in the project, or the establishment of reserves therefor, or (iii) for reserves for vacancy or collection losses, or any other reserves, except the reserve for repairs, maintenance, and

- replacements hereinabove provided for;
- (c) any charge by way of premium or otherwise for fire or extended coverage insurance of structures or other property provided by FPHA 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 FPHA) 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.

The term "total destruction" as used in this contract shall mean any damage or destruction to a dwelling which cannot be repaired by the expenditure of an amount less than the estimated net income which may be derived from the dwelling during the period of its remaining use under this contract.

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 charging proper and allowable costs against project income may be charged against income derived from the management and operation of the project in any fiscal year following such deficit.

All revenue derived from furniture or equipment included in the project (whether supplied by FPHA or the local body as a part of their respective undertakings) and all expense incident to the management, operation, maintenance or replacement thereof, for purposes of this contract, shall 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 set forth in the Project Management Plan) 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 scheduled 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 FPHA for approval) less the estimated annual expense of maintaining such furniture or equipment.

2.07 Payments to FPHA. Within thirty days after the end of each fiscal year (and within ninety days subsequent to the termination of the project pursuant to Section 3.01 herein) the local body shall pay to the FPHA all net revenue derived from the operation and management of the project. For purposes of this provision, fiscal years shall end on June 30, and the term "net revenue" shall mean the amount by which project income exceeds allowable project operating expense, computed in accordance with the provisions of this contract.

Within ninety days subsequent to the termination of the project as aforesaid, the local body shall pay to the FPHA all unexpended or uncommitted balances in the reserve for repairs, maintenance, and replacements.

Payments to the FPHA shall be made by check or money order payable to the order of the Treasurer of the United States.

(3) Section 2.05 is hereby deleted and the following substituted in lieu thereof:

2.05 Deposit of Revenue 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 the FPHA) either in a bank which is a member of the Federal Deposit Insurance Corporation, or in a public depository prescribed by applicable law, without abatement or deduction, all rents and revenue derived from the management and operation of the project, except such amounts as are necessary to maintain a petty cash fund, which amounts shall be approved by the FPHA. The local body shall report the name of its depository to the FPHA and furnish such other information regarding said depository as may be required by the FPHA. 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 armoured car service or by bonded employees, unless other arrangements are approved in writing by FPHA. All persons responsible for the handling or disbursement of funds shall be appropriately covered by fidelity bonds.

(4) Part III of said contract is hereby deleted and the following substituted in lieu thereof:

PART III TERMINATION, DISPOSITION AND REMOVAL

3.01 Termination. The project, or any part thereof, for the purposes of this contract, shall be terminated as of the date of the determination by the Administrator of the National Housing Agency, or any successor to his powers, functions and duties, (herein called the "Administrator") that the project, or any part thereof, is no longer needed to provide temporary housing for eligible tenants in the orderly demobilization of the war effort; PROVIDED, that the project shall be terminated in any event at the end of two years after the termination of the emergency declared by the President to exist on September 8, 1939; unless such period may be extended for successive periods of one year each upon a determination by the Administrator (after consultation with the local body and the local community) that such housing is still needed for purposes of this contract.

3.02 Disposition and Removal. The local body expressly covenants that all temporary dwellings provided hereunder shall be removed and disposed of upon termination of the project or upon total destruction thereof. In the accomplishment of such removal and disposition the local body shall reduce the temporary dwellings to parts not greater than flat panels, unless exceptions thereto are specifically approved in writing by the FPHA. 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, and upon final payment to the FPHA of all net revenue derived from the management and operation of the project and any balances remaining in the reserve for repairs, maintenance and replacements, and the submission and approval of a final statement of account with respect thereto, all obligations of the local body under this contract shall be discharged.

IN TESTIMONY WHEREOF, the parties hereto have executed this amandatory contract as of the day and year first above written.

APPROVED AS TO FORM
Regional Council

UNITED STATES OF AMERICA
FEDERAL PUBLIC HOUSING AUTHORITY
By LANGDON W. POST
Director, Region VI for the
Commissioner
CITY OF SAN DIEGO

WITNESSES:
RUSSELL W. RINK

F. A. RHODES
City Manager

(SEAL)
ATTEST: FRED W. SICK, City Clerk
By Helen M. Willig, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Amendment to Contract with FPHA for Veterans Housing Project HA(V-4568) mph-1; being Document No. 373785.

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 CITY OF SAN DIEGO, hereinafter called the "City", is engaged in a program of restoration of buildings in Balboa Park, in said City, and in connection therewith desires to secure the services of WILLIAM TEMPLETON JOHNSON, hereinafter called the "Architect", and the Architect is willing to furnish such services; NOW, THEREFORE,

IT IS HEREBY AGREED by and between the City and the Architect, as follows:

(1) That the Architect will render to the City his services as architectural consultant on matters connected with the restoration of buildings in Balboa Park, as and when requested by the City Manager of the City, within a period of one year next following the date of execution of this agreement, such services not to exceed 200 hours.

(2) That for such services as architectural consultant, the City will pay to the Architect, as full compensation therefor, the sum of Five Dollars (\$5.00) per hour for such services. At the end of each calendar month during which such services have been rendered, the Architect shall deliver to the City Manager of the City a written statement showing the number of hours of such services rendered during said month; and within 30 days after the delivery of said statement, the City shall pay to the Architect the amount due for said services.

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. 86057, adopted by the City Council on the 20th day of May, 1947, and the second party has hereunto subscribed his name, this 23 day of May, 1947.

THE CITY OF SAN DIEGO,
By F. A. RHODES

WILLIAM TEMPLETON JOHNSON
Second Party.

I HEREBY APPROVE the form and legality of the foregoing Contract this 27th day of May, 1947.

J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

Certificate No. 191

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$1,000.00

Dated May 27, 1947

J. McQUILKEN
R. W. GEFTE

Auditor and Comptroller of the City of San Diego, Calif.
Account 1520

To be paid out of 257 Fund.
Purpose Architectural Consultant on Restoration Bldg. Balboa Park, Res. 86057
Vendor Wm. Templeton Johnson

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with William Templeton Johnson for Services as Architectural Consultant in connection with Balboa Park Buildings; being Document No. 373867.

FRED W. SICK
City Clerk of the City of San Diego, California.
By F. W. SICK Deputy

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

253/81.1
(File No.)

5651 W. Manchester Ave.
Los Angeles 45, Calif.

RENEWAL NOTICE

May 27, 1947

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, 1947 and ending June 30, 1948.
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
F. G. JENNINGS
Chief, Contract and Procurement Division

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Government Lease - Beacon Site No. 1, La Jolla, California; being Document No. 373869.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. SICK Deputy

Appropriation: 1781704 General Expenses, Marine Corps, 1948, Expend. Acct. #87000, Object Classification #051.
Requisition:

RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 5 of Government lease:

N0d-1957 with City of San Diego, Calif., Lessor, dated 4/1/41, covering approximately 32 acres of land in San Diego County, 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, 1947, 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, 1947, and ending June 30, 1948

Dated at Washington, D. C., 21 MAY 1947.

Mr. Walter W. Cooper, City Mngr.
City of San Diego
San Diego, Calif.

THE UNITED STATES OF AMERICA,
By JACK E. COCHRANE
By direction of the Chief of the
Bureau of Yards and Docks, acting
under the direction of the Secre-
tary of the Navy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Renewal of Government Lease - 32 Acres for Marine Corps Rifle Range; being Document No.
373870.

FRED W. SICK

City Clerk of the City of San Diego, California

By

Deputy

Appropriation: 1780803 Maintenance, Bureau of Supplies & Accts., 1948, Expend. Acct. #45728,
Object Classification #051,
Requisition: S&A Bureau 8000-48.

RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 5 of Government lease:
N0y(R)-39902 with City of San Diego, Calif., Lessor, dated 7/1/46, covering certain property
located at 726 Second Ave., San Diego, Calif., for Shore Patrol Station.

L5-92-SD

the United States of America elects to renew the said lease, as the same may have been amended, for the period of one year from and after June 30, 1947, 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, 1947, and ending June 30, 1948

Dated at Washington, D. C., 20 May 1947.

City Manager,
City of San Diego,
Civic Center,
San Diego, Calif.

THE UNITED STATES OF AMERICA,
By JACK E. COCHRANE
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 Government Lease covering Property at 726 - 2nd Avenue, for Shore Patrol Station;
being Document No. 373886.

FRED W. SICK

City Clerk of the City of San Diego, California

By

Deputy

KNOW ALL MEN BY THESE PRESENTS, That T. B. PENICK & SONS, a co-partnership composed of Mrs. T. B. Penick, Lloyd Penick and Will Penick, 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 ONE THOUSAND ONE HUNDRED TWENTY-EIGHT and no/100 Dollars (\$1,128.00), lawful money of the United States of America, to be 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, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to remove certain existing ornamental street lighting standards, install 43 Union Metal ornamental street lighting standards complete at certain locations along the Mission Beach Seawall in the City of San Diego and to transport all salvage therefrom, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

B. C. FOTLAND

T. B. PENICK & SONS, a co-partnership
By LLOYD T. PENICK (Partner)
Principal.

(SEAL)

MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety.

By DONALD B. GOLDSMITH
Attorney-in-Fact

ATTEST:

B. C. FOTLAND

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 27th day of May in the year one thousand nine hundred and forty-seven, before me Zelda B. Melancon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the

duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) ZELDA B. MELANCON
Notary Public in and for said County and State.
My Commission Expires Mar. 12, 1950

I hereby approve the form of the within Bond, this 27th day of May, 1947.
J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 28th day of May 1947.
F. A. RHODES
City Manager.

KNOW ALL MEN BY THESE PRESENTS, That T. B. PENICK & SONS, a co-partnership composed of Mrs. T. B. Penick, Lloyd Penick and Will Penick, 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 TWO THOUSAND TWO HUNDRED FIFTY-FIVE and no/100 Dollars (\$2,255.00), lawful money of the United States of America, to be 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, 1947.

THE CONDITION OF THE ABOVE 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 of certain existing ornamental street lighting standards and installation of 43 Union Metal ornamental street lighting standards complete at certain locations along the Mission Beach Seawall in the City of San Diego and to transport all salvage therefrom, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 372356.

WHEREAS, the aforesaid penal sum of Two Thousand Two Hundred Fifty-five and no/100 Dollars (\$2,255.00), 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.

T. B. PENICK & SONS, a co-partnership,
By LLOYD T. PENICK (Partner)
MASSACHUSETTS BONDING AND INSURANCE COMPANY
Surety
By DONALD B. GOLDSMITH
Attorney-in-Fact

(SEAL)
ATTEST:
B. C. FOTLAND

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 27th day of May in the year one thousand nine hundred and forty-seven, before me Zelda B. Melancon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the duly authorized Agent and Attorney-in-Fact of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the MASSACHUSETTS BONDING AND INSURANCE COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) ZELDA B. MELANCON
Notary Public in and for said County and State.
My Commission Expires Mar. 12, 1950

I HEREBY APPROVE the form of the within Bond, this 27th day of May, 1947.
J. F. DuPAUL, City Attorney,
By B. L. COMPARET
Deputy City Attorney.

I HEREBY APPROVE the foregoing Bond this 28th day of May, 1947.
F. A. RHODES
City Manager

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 27th day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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. B. PENICK & SONS, a co-partnership composed of Mrs. T.B. Penick, Lloyd Penick and Will Penick, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to 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:

- (a) Removal of existing Marbelite Ornamental Street Lighting Standards No. 5000 to No. 5019, inclusive, and No. 5046 to No. 5110, inclusive;
- (b) Installation of forty-three (43) Union Metal 6213Y172 Ornamental Street Lighting Standards complete, approximately at the locations shown on the plan, exact location to be determined by the Superintendent of the Electrical Division, Department of Public Works, of said City, or his representative on the job; and
- (c) Transportation of all salvage to the location specified by said Superintendent of the Electrical Division, or his representative;

all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 372356; together with the furnishing of certain materials by The City of San Diego as particularly enumerated in said specifications.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

Four Thousand Five Hundred Nine and no/100 Dollars (\$4509.00).

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 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:

Four Thousand Five Hundred Nine and no/100 Dollars (\$4509.00) said payments to be made as follows: Upon completion of said work, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor further agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees to be bound by each and every part of said specifications as the same may be interpreted in case of dispute or question by the City Engineer of said City. Further, that contractor will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair, or replace such damage, at contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

The right is reserved to make such changes in the execution of the work to be done under this contract as in the judgment of said City Engineer may be deemed necessary or expedient, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Said contractor agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at contractor's own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Laws, as set forth in the Labor Code of the State of California.

Said contractor further agrees to furnish said City with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of said Workmen's Compensation, Insurance and Safety Laws, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any 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 herein-after 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
Cable splicer	\$ 18.40
Electrician, journeyman	16.00
Painter, journeyman	14.00
Carpenter	13.20
Cement Finisher	14.20
Laborers--general or construction	9.20
Air Compressor Operator	11.60
Concrete Mixer Operator - skip type	12.60
Pavement Breaker Operator	13.20
Drivers of dump trucks of less than 4 yards water level	9.80
Drivers of Dump Trucks--4 yards but less than 8 yards water level	10.00
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
Any classification omitted herein not less than	7.00

Overtime: Legal holidays, Saturdays and Sundays, and other overtime when permitted by law, to be paid at a rate not less than 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 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.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far 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. 86039 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.

T. B. PENICK & SONS, a co-partnership,
By LLOYD T. PENICK (Partner)
Contractor.

ATTEST:
B. C. FOTLAND

I hereby approve the form and legality of the foregoing contract this 27th day of May, 1947.

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 T. B. Penick & Sons for Removing and Installing Lighting Standards along Mission Beach Seawall; being Document No. 373897.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Allen 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 THREE THOUSAND FOUR HUNDRED and no/100 Dollars (\$3400.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of May, 1947.

THE CONDITION OF THE ABOVE 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 - 1947 model, 74 cu. in. overhead valve HARLEY-DAVIDSON Police motorcycles, equipped in accordance with the specifications hereinafter mentioned; and
 - 2 - 1947 model Harley-Davidson three-wheel Servi-cars,
- in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then

the above obligation to be void; otherwise to remain in full force and effect.

W. F. RUHLE
Principal.

(SEAL)

LONDON & LANCASHIRE INDEMNITY COMPANY
OF AMERICA

Surety.
By THEODORE M. FINTZELBERG
Attorney-in-Fact

STATE OF CALIFORNIA COUNTY OF SAN DIEGO ss.

On this 23rd day of May, 1947, personally appeared before me THEODORE M. FINTZELBERG the Attorney-in-fact of the London & Lancashire Indemnity Company of America, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego, in the State of California: that he is Attorney-in-fact of the London & Lancashire Indemnity Company of America, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in-fact under like authority, and that said authority has not been revoked nor rescinded.

(SEAL)

BESSIE L. WALLACE
Notary Public San Diego Co., California
My Commission Expires Feb. 14, 1951

I hereby approve the form of the within Bond, this 26th day of May, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 27th day of May 1947.

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 May, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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:

16 - 1947 model, 74 cu. in. overhead valve HARLEY-DAVIDSON Police motorcycles; and
2 - 1947 model Harley-Davidson three-wheel Servi-cars; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 370967.

Said contractor agrees to furnish said equipment at and for the following prices, to-wit:

16 - Motorcycles	@ \$739.00 ea	\$11,824.00	
California State Sales Tax		295.60	
		<u>\$12,119.60</u>	
Less trade-in allowance on motorcycles			
Nos. 542, 543, 544, 549, 551, 553, 555, 557, 558, 560,			
563, 564, 567 and 568	@ \$225.00 ea	\$ 3,150.00	
On No. 540		110.00	
On No. 566		200.00	
		<u>\$ 3,460.00</u>	\$8,659.60
2 - Servi-cars	@ \$886.80 ea	\$ 1,773.60	
California State Sales Tax		44.34	
		<u>\$ 1,817.94</u>	
Less trade-in allowance on Servi-cars			
Nos. 502 and 503	@ \$275.00 ea	550.00	1,267.94
			<u>\$9,927.54</u>

Contractor reserves the right to withdraw the allowance offer of \$225.00 on the said 14 motorcycles hereinabove enumerated should any of these used motorcycles become in an unusable condition before the delivery of the new motorcycles. Contractor reserves the same right in connection with trade-in of Servi-cars Nos. 502 and 503.

Said contractor agrees to deliver said equipment within ninety (90) days from receipt of purchase order.

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 Nine Thousand Nine Hundred Twenty-seven and 54/100 Dollars (\$9,927.54), subject to reservations as to trade-in allowances.

Payment for said equipment will be made in accordance with purchase order and delivery.

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. 85984 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 25th day of May, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with W. J. Ruhle for furnishing 16 Motorcycles and 2 Servi-cars; being Document No. 373898.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS, That GLADDING, McBEAN & CO., a corporation, as Principal and PACIFIC INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THIRTY-EIGHT THOUSAND FIVE HUNDRED THIRTY-TWO and no/100 Dollars (\$38,532.00), lawful money of the United States of America, to be 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, ~~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, 1947.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

22,800 lin. ft. 30" vitrified clay 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:
E. W. BURTON
Asst. Secretary

(SEAL)

GLADDING, McBEAN & CO.
E. M. DAVIDS Vice-Pres.
Principal.
E. M. DUNDAS Treasurer

(SEAL)

PACIFIC INDEMNITY COMPANY
Surety.
By W. C. BENING
Attorney-in-Fact

STATE OF CALIFORNIA, ss.
COUNTY OF LOS ANGELES

On this 23rd day of May in the year one thousand nine hundred and 47 before me, Atala M. Carter a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared W. C. Bening 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 W. C. Bening acknowledged to me that he subscribed the name of PACIFIC INDEMNITY COMPANY, thereto as surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)

ATALA M. CARTER
Notary Public in and for Los Angeles County,
State of California.
My Commission Expires May 28, 1950

I hereby approve the form of the within Bond, this 27th day of May, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 27th day of May 1947.

F. A. RHODES
City Manager.

Executed in Duplicate.

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 May, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GLADDING, McBEAN & 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:

22,800 lin. ft. 30" extra strength, unglazed, vitrified clay pipe, in accordance with the specifications therefor filed in the office of the City Clerk of said City under Document No. 371529.

Said contractor hereby agrees to furnish and deliver said pipe above described at and for the price following, to-wit:

22,800 lin. ft. 30" vitrified clay pipe @ \$6.76 per ft. \$154,128.00
Said price does not include the California State Sales Tax which will be paid by the City.

If the manufacturer makes general increases to the trade in the price of the product, any such increases 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 furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, 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 by the City, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said contractor agrees to start delivery of said pipe on January 15, 1948 and to continue delivery at the rate of 250 tons per month until contract is completed.

Said City, in consideration of the furnishing and delivery of said pipe by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One Hundred Fifty-four Thousand One Hundred Twenty-eight and no/100 Dollars (\$154,128.00), exclusive of the California State Sales Tax.

Payment for said pipe will be made in accordance with purchase order and delivery. Payment in full shall be made by the 10th of the month following delivery for all pipe delivered during the previous month.

Excuse of Performance

Failures or delays in performance hereunder shall be excused when caused by fire, storm, flood, or other acts of God, by way or act of public enemy, or restrictions on the use or procurement of materials by strike, or inability to obtain labor, by inability to obtain transportation, or by other causes beyond the reasonable control of the party whose performance is prevented or delayed.

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. 85987 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:
E. W. BURTON
Asst. Secretary

(SEAL)

GLADDING, McBEAN & CO.
By E. M. DAVIDS Vice-Pres.
E. M. DUNDAS Treasurer
Contractor.

I hereby approve the form and legality of the foregoing contract this 27th day of May, 1947.

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 Gladding, McBean & Co. for Furnishing 22,800 lin. ft. of 30" Vitrified Clay Pipe; being Document No. 373901.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sick Deputy

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 FOUR HUNDRED FOUR and no/100 Dollars (\$404.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 May, 1947.
THE CONDITION OF THE ABOVE 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 - Ford 8 cylinder 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.

ATTEST:
H. J. SIEGLE
Secy & Treasurer.

(SEAL)

BAY SHORE MOTORS
By P. E. FRAZIER - Vice Pres.
Principal.

(SEAL)

THE TRAVELERS INDEMNITY COMPANY
Surety.

By W. C. PHILLIPS
Attorney-in-Fact

The premium charge for this Bond is \$5.00.

STATE OF CALIFORNIA } ss:
COUNTY OF LOS ANGELES }

On this 19th day of May, 1947, 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)

J. H. HARGREAVES Notary Public
My Commission expires November 18, 1949
Notary Public in and for the County of Los Angeles,
State of California

I hereby approve the form of the within Bond, this 27th day of May, 1947.

J. F. DuPAUL

City Attorney.

By B. L. COMPARET

Deputy City Attorney.

I hereby approve the foregoing bond this 27th day of May 1947.

F. A. RHODES

City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 19th day of May, 1947, by and between THE CITY OF SAN DIEGO, a municipal 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:

1 - Ford 8 cylinder super deLuxe station wagon, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 371140.

Said contractor hereby agrees to furnish and deliver said station wagon for the price of One Thousand Six Hundred Thirteen and 29/100 Dollars (\$1613.29), including the California State Sales Tax.

Time of delivery is governed by the Ford Motor Company who earmark equipment for fleet owners and political subdivisions on a percentage of production distribution basis, therefore contractor cannot guarantee a specific delivery date.

If the manufacturer makes general increases to the trade in the price of the product, any such increases 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 furnishing the City with copies of notices of price advance to the trade, showing dates of such price advances, 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, and provided further that any decreases in price, made effective prior to delivery to the City, shall be allowed to The City of San Diego.

Said City, in consideration of the furnishing and delivery of said station wagon 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 station wagon by said City, will pay said contractor, in warrant drawn upon the proper fund of said City, the sum of \$1613.29, inclusive of the California State Sales Tax.

Said 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. 85837 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:
H. J. SIEGLE - Secy-Treas

BAY SHORE MOTORS
By P. E. FRAZIER - Vice-Pres.
Contractor.

I hereby approve the form and legality of the foregoing contract this 27th day of May, 1947.

J. F. DuPAUL
City Attorney.
By B. L. COMPARET
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Bay Shore Motors for Furnishing One Ford 8 cylinder Station Wagon; being Document No. 373908.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. SICK Deputy

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN CAST IRON PIPE COMPANY, a corporation, as Principal and SAINT PAUL-MERCURY INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Delaware, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND EIGHT HUNDRED SEVENTY-FOUR and no/100 Dollars (\$1,874.00), lawful money of the United States of America, to be 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, 1947.

THE CONDITION OF THE ABOVE 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:

640 - feet 30" B&S Mono-cast centrifugal Class 100 pipe, 16' lengths,

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:
MARION L. FARRELL
Stenographer-Los Angeles Office

AMERICAN CAST IRON PIPE COMPANY
By CLAUDE R. BROWN
Principal.

(SEAL)

SAINT PAUL-MERCURY INDEMNITY COMPANY
Surety.
By M. E. DITTMAN
Its Attorney-in-Fact

STATE OF CALIFORNIA } ss.:
COUNTY OF LOS ANGELES }

Acknowledgement of Attorney-in-Fact.

On this 23rd day of May 1947, 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)

GEO. C. KETTNER, Jr.
Notary Public.
My Commission Expires Jan. 13, 1951

I hereby approve the form of the within Bond, this 29th day of May, 1947.

J. F. DuPAUL
City Attorney
By B. L. COMPARET
Deputy City Attorney.

I hereby approve the foregoing bond this 29th day of May 1947.

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 May, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and AMERICAN CAST IRON PIPE COMPANY, 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:

540 feet 30" B&S Mono-cast centrifugal Class 100 pipe, 15' lengths, in accordance with the specifications therefor filed in the office of the City Clerk of said City under Document No. 371534.

Said contractor hereby agrees to furnish and deliver said pipe above described at and for the following price, to-wit:

540' - 30" Mono-cast centrifugal C.I. pipe @ \$11.71/ft \$7,494.40.

Said price does not include the California State Sales Tax, which will be paid by the City.

Contractor's prices are based on the current price of \$29.88 a ton for Southern No. 2 Birmingham pig iron at Birmingham, Alabama. Prices are likewise based on present published All Rail freight rate of \$24.00 per net ton, minimum car 50,000#, with unloading to be done by City forces; f.o.b. cars San Diego, California, shipment from contractor's foundries in Birmingham, Alabama. In the event pig iron prices are increased or decreased prior to date of shipment, the contract price of the pipe offered by contractor is to be adjusted for such increase or decrease in pig iron cost at the rate of \$2.00 (or proportionate fraction thereof) per ton of 2000# on the calculated weight of the pipe hereinabove mentioned, for each one dollar (or fraction thereof) per ton increase or decrease in the price of pig iron. The extent of the increase or decrease in pig iron prices shall be determined by the price on "Southern No. 2 Birmingham" pig iron in the "Comparison of Prices" appearing in the magazine "Steel" published by the Penton Publishing Company, Cleveland, Ohio.

Any increase or decrease in the above mentioned through freight charges prior to date of shipment shall be for the account of The City of San Diego.

As now situated, contractor guarantees to start delivery January 15, 1948 and complete same within 180 days thereafter, subject to delays beyond contractor's control.

Said City, in consideration of the furnishing and delivery of said pipe by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said pipe by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of \$7494.40, 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 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. 85989 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES

City Manager.

AMERICAN CAST IRON PIPE COMPANY

By CLAUDE R. BROWN

Contractor.

ATTEST:

MARION L. FARRELL

Stenographer-Los Angeles Office

I hereby approve the form and legality of the foregoing contract this 29th day of May, 1947.

J. F. DuPAUL

City Attorney.

By B. L. COMPARET

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with American Cast Iron Pipe Company for Furnishing 540 feet of 30" B&S Mono-cast Class 100 Pipe; being Document No. 373932.

FRED W. SICK

City Clerk of the City of San Diego, California.

By

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 Travelers 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 23rd day of May, 1947.

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 FOURTH AVENUE, FIFTH AVENUE, UNIVERSITY AVENUE, CLEVELAND AVENUE and NORMAL STREET, within the limits and as particularly described in Resolution of Intention No. 84916, adopted by the Council of said City on December 31, 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.

(SEAL)

THE TRAVELERS INDEMNITY COMPANY
By FRANKLIN T. HALE Attorney-in-Fact
Surety.

STATE OF CALIFORNIA } ss.
COUNTY OF SAN DIEGO }

On this 23rd day of August, 1947, before me personally came FRANKLIN T. HALE 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)

FRANCES S. BOWERS
Notary Public
My Commission expires August 17, 1950

I hereby approve the form of the foregoing Undertaking this 2nd day of June, 1947.

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. 85929 passed and adopted on the 6th day of May, 1947, require and fix the sum of \$487.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.
University Avenue Lighting District No. 2

THIS AGREEMENT, made and entered into this 3rd day of June, 1947, 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, 1947, to-wit: to and including March 15, 1948.

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 February 11, 1947 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 Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand 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 HARLEY E. KNOX
 CHARLES B. WINCOTE
 ELMER H. BLASE
 ERNEST J. BOUD
 VINCENT TO GODFREY
 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 2nd day of June, 1947.

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. 373934.

FRED W. SICK
 City Clerk of the City of San Diego, California
 By J. H. McKinney Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 3rd day of June, 1947, 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 CO., A Joint Venture, consisting of Fred C. Franks, John C. Franks and The Guy F. Atkinson Co., A Nevada Corporation, 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, 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 8th day of April, 1947, marked Document No. 371532, 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 Section 195 of the Charter of the City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Section of the City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of the City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said Charter, for each calendar day or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, 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:

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.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of The City of San Diego, under and pursuant to a resolution authorizing such execution, and the Contractor has caused these presents to be executed, the day and year first hereinabove written.

(SEAL)
ATTEST:

FRED W. SICK
City Clerk
By A. M. WADSTROM
Deputy

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council

FRANKS DREDGING CO.
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 5th day of June, 1947.

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 FRANKS DREDGING CO., A Joint Venture, consisting of Fred C. Franks, John C. Franks and The Guy F. Atkinson Co., A Nevada 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 Hundred Ten Thousand Four Hundred Sixty-eight Dollars (\$110,468) (not less than one hundred percent 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 22 day of May, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, 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 these certain plans and specifications filed in the Office of the City Clerk of The City of San Diego on the 8th day of April 1947, marked Document No. 371532 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 herein 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 22 day of May 1947.

FRANKS DREDGING CO.
JOHN C. FRANKS Partner
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By H. G. MALM - Attorney-in-fact.
By ROY ERWIN - Agent

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 22nd day of May, 1947, before me, Elizabeth Helpling, a Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H. G. Malm, known to me to be the Attorney-in-Fact, and Roy Erwin, 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)

ELIZABETH HELPLING
Notary Public in and for the County of San Diego,
State of California
My Commission Expires June 21, 1949

I hereby approve the form of the within Bond this 5th day of June, 1947.

J. F. DuPAUL
City Attorney of the City of San Diego
By B. L. COMPARET
Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 3rd day of June 1947.

(SEAL)
ATTEST:

HARLEY E. KNOX
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council.

FRED W. SICK
City Clerk
By A. M. WADSTROM
Deputy

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That FRANKS DREDGING CO., A Joint Venture, consisting of Fred C. Franks, John C. Franks and The Guy F. Atkinson Co., A Nevada 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 Fifty-five thousand two hundred thirty-four Dollars (\$55,234.00), (not less than fifty percent 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 22 day of May, 1947.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, 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 8th day of April 1947, marked Document No. 371532, 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 Fifty-five thousand two hundred thirty-four Dollars (\$55,234.00), 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 corporation 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 22 day of May 1947.

FRANKS DREDGING CO.
JOHN C. FRANKS Partner
Principal

(SEAL)

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND
Surety
By H. G. MALM - Attorney in fact.
ROY ERWIN - Agent

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 22nd day of May, 1947, before me, Elizabeth Helpling, a Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H. G. Malm, known to me to be the Attorney-in-Fact, and Roy Erwin,

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)

ELIZABETH HELPLING
Notary Public in and for the County of San Diego,
State of California
My Commission Expires June 21, 1949

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I hereby approve the form of the within Bond this 5th day of June, 1947.

J. F. DuPAUL
City Attorney of the City of San Diego
By B. L. COMPARET
Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 3rd day of June 1947.

HARLEY E. KNOX
CHARLES B. WINCOTE
ELMER H. BLASE
ERNEST J. BOUD
VINCENT T. GODFREY
Members of the Council

ATTEST:

FRED W. SICK
City Clerk (SEAL)
By A. M. WADSTROM
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Franks Dredging Co. for Dredging and Filling in Mission Bay, Tierra Del Fuego Island and Adjacent Channels; being Document No. 374040.

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, Kenneth Denton is the owner of Lots 7 & 8, Block 262, of Pacific Beach Sub-division.

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of April 1947, by Kenneth Denton. I will, for and in consideration of the permission granted to remove 20 feet of curbing on Mission Blvd between Reed St and Thomas Ave adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs _____ so to do, and comply therewith at _____ own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself _____ 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 SD 9.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 10th day of April, A.D. Nineteen Hundred and 47 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 name is subscribed to the within instrument, and acknowledged to me that he 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)

WAYNE E. MILLER
Notary Public in and for the County of San Diego, State
of California.
My Commission Expires Feb. 24, 1950

I hereby approve the form of the foregoing agreement this 23rd day of April, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 2 1947 _____ Min. Past 10 A.M. in Book 2382 at Page 387 of Official Records, San Diego Co., Cal.
Recorded at Request of City of San Diego

I certify that I have correctly transcribed this document in above mentioned book.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
W. J. MCCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Kenneth Denton to City of San Diego; being Document No. 372407.

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, GLEN JONES is now the owner of Lots 25 - 26, Block 52, of Ocean Beach.

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of April, 1947, by Glen Jones. I will, for and in consideration of the permission granted to remove (30' feet of curbing on Sunset Cliffs) between Newport and Niagara adjacent to (20' Newport Cable Sunset Cliffs

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.

GLEN JONES
4508 Newport

I N D I V I D U A L A C K N O W L E D G M E N T

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 17th day of April, A.D. Nineteen Hundred and forty seven before me Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Glen Jones known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

MARK M. SAUNDERS
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires 8-13-49

I hereby approve the form of the foregoing agreement this 28th day of April, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 2 1947 _____ Min. Past 10 A.M. in Book 2382 at Page 394 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
W. J. MCCARTHY

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Glen Jones to City of San Diego; being Document No. 372535.

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, Clement S. Krolick is the owner of Lot Sly 1/2 Lot 16, Block E, of Starkey's Prospect Park.

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of April, by Clement S. Krolick. I will, for and in consideration of the permission granted to remove 21 feet of curbing on Gravilla between Draper and Tyrion 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.

CLEMENT S. KROLICK
7435 Fay Ave. La Jolla, Calif.

I N D I V I D U A L A C K N O W L E D G M E N T

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 24th day of April, A.D. Nineteen Hundred and Forty-Seven before me Helen M. Large, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Clement S. Krolick known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

HELEN M. LARGE
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires April 30, 1949

I hereby approve the form of the foregoing agreement this 29th day of April, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 2 1947 ____ Min. Past 10 A.M. in Book 2382 at Page 388 of Official Records, San Diego Co., Cal.
Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

W. J. McCARTHY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Clement S. Krolick to City of San Diego; being Document No. 372551.

FRED W. SICK

City Clerk of the City of San Diego, California
By TT 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, William A. Albrant is the owner of Lot D, Block 13, of Hortons Addition.

NOW, THEREFORE, This AGREEMENT, signed and executed this 23 day of April 1947, by William A. Albrant. I will, for and in consideration of the permission granted to remove 20 feet of curbing on First between A Street and B Street adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

WILLIAM A. ALBRANT

I N D I V I D U A L A C K N O W L E D G M E N T

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 23rd day of April, A.D. Nineteen Hundred and forty seven before me R. E. Runyon, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William A. Albrant known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

R. E. RUNYON

Notary Public in and for the County of San Diego,
State of California.

My Commission Expires July 31, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 29th day of April, 1947.

J. F. DuPAUL

City Attorney

By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 2 1947 ____ Min. Past 10 A.M. in Book 2382 at Page 395 of Official Records, San Diego Co., Cal.
Recorded at Request of City of San Diego

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

W. J. McCARTHY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from William A. Albrant to City of San Diego; being Document No. 372552.

FRED W. SICK

City Clerk of The City of San Diego, California
By TT 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, Russell W. Kambestad is the owner of Lot 42, Block ____ of La Jolla Crest.

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of April, by Russell W. Kambestad. I will, for and in consideration of the permission granted to remove 21 feet of curbing on Draper between Rushville and Fern Glenn 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.

RUSSELL W. KAMBESTAD
7336-1/2 Fay Ave - La Jolla, Calif

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 26th day of April, A.D. Nineteen Hundred and Forty Seven before me Edna Putnam, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mr. Russell W. Kambestad 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)

EDNA PUTNAM
Notary Public in and for the County of San Diego, State
of California.
My Commission Expires Feb. 6, 1950

I hereby approve the form of the foregoing agreement this 1st day of May, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 9 1947 15 Min. Past 11 A.M. in Book 2382 at Page 472 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
W. J. McCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Russell W. Kambestad to City of San Diego; being Document No. 372658.

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, Robert D. Fenn is the owner of Lot 41, Block , of La Jolla Crest.

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of April, by Robert D. Fenn. I will, for and in consideration of the permission granted to remove 21 feet of curbing on Rushville between Draper and La Jolla Blvd. adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself 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.

ROBERT D. FENN
807 Ostend Ct. - Mission Beach, Calif

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 26th day of April, A.D. Nineteen Hundred and 47 before me Clara Baker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert D. Fenn 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)

CLARA BAKER
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Oct. 30, 1950

I hereby approve the form of the foregoing agreement this 1st day of May, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 9 1947 15 Min. Past 11 A.M. in Book 2382 at Page 471 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
W. J. McCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Robert D. Fenn to City of San Diego; being Document No. 372659.

FRED W. SICK
City Clerk of The City of San Diego, California
By F. W. SICK Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Marie L. McCarthy Owner, and The City of San Diego, dated March 26, 1947, recorded in the office of the Recorder of San Diego County, California, on April 17, 1947, Under File Number 41541, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

STATE OF CALIFORNIA, } -ss.
COUNTY OF SAN DIEGO

On this 30th day of April, A.D. Nineteen Hundred and forty-seven before me AUGUST M. WADSTROM, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to 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)

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego, State of California.

RECORDED MAY 9 1947 15 Min. Past 11 A.M. in Book 2382 at Page 483 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.

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 Satisfaction of Contract from City of San Diego to Marie L. McCarthy; being Document No. 372816.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. SICK Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between M. S. Hempy Owner, and The City of San Diego, dated July 22, 1946, recorded in the office of the Recorder of San Diego County, California, on July 29, 1946, in Book 2166, Page 312, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

STATE OF CALIFORNIA, } -ss.
COUNTY OF SAN DIEGO

On this 1st day of May, A.D. Nineteen Hundred and forty-seven before me AUGUST M. WADSTROM, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold known to me to be the person Described in and whose name is subscribed to the within instrument, and acknowledged to 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)

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego, State of California.

RECORDED MAY 9 1947 15 Min. Past 11 A.M. in Book 2382 at Page 470 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.

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 Satisfaction of Contract from City of San Diego to M. S. Hempy; being Document No. 372817.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. SICK Deputy

SATISFACTION OF CONTRACT

WHEREAS, all sums agreed to be paid by that certain contract made and entered into by and between Mrs. Edith M. Carr Owner, and The City of San Diego, dated July 24, 1947, recorded in the office of the Recorder of San Diego County, California, on August 16, 1946, in Book 2210, Page 196, of Official Records, have been paid.

THE CITY OF SAN DIEGO
By G. E. ARNOLD
Assistant City Manager

STATE OF CALIFORNIA, } -ss.
COUNTY OF SAN DIEGO

On this 30th day of April, A.D. Nineteen Hundred and forty-seven before me AUGUST M. WADSTROM, a Notary Public in and for said county, residing therein, duly commissioned and sworn, personally appeared G. E. Arnold known to me to be the person Described in and whose

name is subscribed to the within instrument, and acknowledged to 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California.

RECORDED MAY 9 1947 15 Min. Past 11 A.M. in Book 2382 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.
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 Satisfaction of Contract from City of San Diego to Mrs. Edith M. Carr; being Document No. 372818.

FRED W. SICK
City Clerk of the City of San Diego, California
By TT Tatters Deputy

A G R E E M E N T

Regarding construction of neon sign

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.
CITY OF SAN DIEGO }

M. H. Golden, L. A. Barcom and H. V. Clark, after being first duly sworn, each for himself deposes and says:

That we are the owner and lessees of the hereinafter described real property:
Lot Three (3) Block Two hundred Forty Five (245) Subdivision Middletown, located at 3877 Pacific Highway

THAT we desire to erect a neon sign, without observing the required setback and have applied for a setback suspension by application No. 4526, dated February 7, 1947;

THAT we, in consideration of approval granted by the City of San Diego to erect a neon sign without observing the required setback; the pole to be not less than 8-1/2 ft. from the front property line and the sign to be not less than 18 in. from the front property line, by Zoning Committee Resolution No. 2184, dated April 24, 1947;

do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if and when the street is widened we will then move the sign back to the established setback line, without expense to the City;

THAT this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

L. A. BARCOM M. H. GOLDEN
HAROLD V. CLARK 3877 Pacific Hiway

On this 29 day of April A.D. Nineteen Hundred and 47, before me, Edward H. Chew A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. V. Clark, L. A. Barcom & M. H. Golden known to me to be the persons described in and whose names _____ subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) EDWARD H. CHEW
Notary Public in and for the County of San Diego,
State of California
My Commission Expires February 2, 1948

RECORDED MAY 9 1947 15 Min. Past 11 A.M. in Book 2382 at Page 477 of Official Records, San Diego Co., Cal.
Recorded at Request of Grantee

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
I certify that I have correctly transcribed this document in above mentioned book.
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 M. H. Golden et al regarding Neon Sign at 3877 Pacific Highway; being Document No. 372871.

FRED W. SICK
City Clerk of the City of San Diego, California
By TT 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, Robert B. Nelson is the owner of Lot So 100' Lot 17, Block E, of Starkey's Prospect Park.

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of April, by Robert B. Nelson. I will, for and in consideration of the permission granted to remove 21 feet of curbing on Gravilla between Draper and Tyrion 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.

ROBERT B. NELSON
7432 Cuvier St. La Jolla, Calif.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 23rd day of April, A.D. Nineteen Hundred and Forty Seven before me Edna Putnam, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mr. Robert B. Nelson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 PUTNAM
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Feb. 6, 1950

I hereby approve the form of the foregoing agreement this 6th day of May, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 9 1947 15 Min. Past 11 A.M. in Book 2382 at Page 467 of Official Records, San Diego Co., Cal. 0
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.

W. J. MCCARTHY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Robert B. Nelson to City of San Diego; being Document No. 372936.

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

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Allen E. Humphrey & Louise Humphrey is the owner of Lot D.E., Block 98, of Hortons Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 6 day of May 1946, by Allen E. Humphrey & Louise Humphrey that we will, for and in consideration of the permission granted to remove 80 feet of curbing on 7th Ave between Market & Island adjacent to the above described property, bind to, and hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs so to do, and comply therewith at own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

ALLEN E. HUMPHREY
LOUISE HUMPHREY

4022 Sycamore Drive S D
554 8 St San Diego Calif

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 6th day of May, A.D. Nineteen Hundred and Forty-Seven before me Frank P. Cassidy, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Allen E. and Louise Humphrey 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)

FRANK P. CASSIDY
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Oct. 15, 1949

I hereby approve the form of the foregoing agreement this 7th day of May, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 9 1947 15 Min. Past 11 A.M. in Book 2382 at Page 472 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.
W. J. MCCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement between Allen E. Humphrey et ux and The City of San Diego; being Document No. 372955.

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, John I. Wilhelm is the owner of Lot 13, Block 27, of La Jolla Hermosa.
NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of May, by John I. Wilhelm. I will, for and in consideration of the permission granted to remove 20' feet of curbing on Beaumont between Bird Rock Ave and Camino De La Costa 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.

JOHN I. WILHELM
5804 Beaumont, La Jolla

I N D I V I D U A L A C K N O W L E D G M E N T

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) ss.

On this 5th day of May, A.D. Nineteen Hundred and Forty Seven before me Edna Putnam, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mr. John I. Wilhelm known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written,

EDNA PUTNAM
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires Feb. 6, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 8th day of May, 1947.
J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 9 1947 15 Min. Past 11 A.M. in Book 2382 at Page 466 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.
W. J. MCCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from John I. Wilhelm to City of San Diego; being Document No. 372959.

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, Western Radio and Electric Co. is the owner of Lot 6, Block 19, of Middletown
NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of February, 1946, by Western Radio and Electric Co. that it will, for and in consideration of the permission granted to remove 17' & 23' of curbing on Ash between Columbia and India adjacent to the above described property, binds itself to, and does hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.
And further agrees that this agreement shall be binding on itself 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.

WESTERN RADIO AND ELECTRIC CO.
By G. T. RESER Partner
1415 India St.

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 8th day of Feb. A.D. Nineteen Hundred and Forty Six before me Ethel W. Beebe, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. T. Reser 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)

ETHEL W. BEEBE
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires July 10, 1949

I hereby approve the form of the foregoing agreement this 8th day of May, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 9 1947 15 Min. Past 11 A.M. in Book 2382 at Page 465 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.

W. J. McCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Western Radio and Electric Company to City of San Diego; being Document No. 372960.

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, Francis Meyerhoff is the owner of Lot 41, Block _____, of La Jolla Gables.

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of April, by Francis Meyerhoff. I will, for and in consideration of the permission granted to remove 20' feet of curbing on Palomar between La Jolla Blvd and Electric adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

FRANCIS MEYERHOFF
842 Felspar San Diego 9, Cal.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CALIFORNIA, } ss.
COUNTY OF SAN DIEGO }

On this 5th day of May, A.D. Nineteen Hundred and Forty Seven before me Edna Putnam, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mr. Francis Meyerhoff known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 PUTNAM
Notary Public in and for the County of San Diego, State
of California.
My Commission Expires Feb. 6, 1950

I hereby approve the form of the foregoing agreement this 8th day of May, 1947.

J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 9 1947 15 Min. Past 11 A.M. in Book 2382 at Page 470 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.

W. J. McCARTHY
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Francis Meyerhoff to City of San Diego; being Document No. 372961.

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, Geo. W. Carter is the owner of Lot 48, Block 5, of Bungalow Park

NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of May, 1947 by Geo. W. Carter that he will, for and in consideration of the permission granted to install 125' curb install a 14' and 17' driveway together with 5' sidewalk 125' long feet of curbing on Myrtle Street between Euclid and Forty Seventh Street adjacent to the above described property, bind to, and

hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs so to do, and comply therewith at own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself 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 W. CARTER
138 No. Orlando Ave

STATE OF CALIFORNIA,) ss.
COUNTY OF LOS ANGELES

On this 3 day of May, A.D. Nineteen Hundred and 47 before me Marie K. Giffin, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George W. Carter known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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.

MARIE K. GIFFIN

Notary Public in and for the County of Los Angeles,
State of California.

My Commission Expires Nov. 7, 1950

(SEAL)

I hereby approve the form of the foregoing agreement this 8th day of May, 1947.

J. F. DuPAUL
City Attorney

By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 9 1947 15 Min. Past 11 A.M. in Book 2382 at Page 465 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.

W. J. McCARTHY
Copyist County Recorder's Office, S.D. County,
Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Geo. W. Carter to City of San Diego; being Document No. 372962.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sick Deputy

L E A S E

THIS AGREEMENT, made and entered into this 2nd day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and RAY GAVIN, hereinafter called the "Lessee", WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the lessee, as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said lessee the following described property situate in the San Pasqual Valley area, in the County of San Diego, State of California, to-wit:

PARCEL 1:

(a) The SW 1/4 of the SE 1/4 and the W 1/2 of the NW 1/4 of the SE 1/4 of Section 32, Twp. 12 South, Range 1 West; also

(b) Commencing at a point 50 yards south of the NE corner of the SW 1/4 of said Section 32; thence W 156 yards; thence South 830 yards; thence E 156 yards; thence North 830 yards to the point of commencement; containing 78 acres of land more or less, with improvements thereon, if any, excepting from the above all public ways; subject to all easements, liens and encumbrances of every kind, nature and description existing against or in respect to said property.

PARCEL 2:

South 1/2 of the NE 1/4 of Section 31, Twp. 12 South, Range 1 W., S.B.B.&M.; excepting from above described land all that portion thereof lying above the elevation of 395 feet above sea level, according to the United States Geological Survey datum; being 62 acres of land, more or less, with the improvements thereon.

PARCEL 3:

All that portion of the South half of the NW 1/4 of Section 32, Twp. 12 South, Range 1 West, San Bernardino Meridian, lying south of the County Road, as said road is shown on Route No. 15, Division No. 1 of County Highway Commission Surveys on file in the office of the County Surveyor of said San Diego County; ALSO,

All that portion of the NE 1/4 of the SW 1/4 and of the NW 1/4 of the SE 1/4 of said Section 32 described as follows:

Commencing at the NW corner of the NE 1/4 of the SW 1/4 of said Section 32; thence east along the east and west center line of said section, 1345 feet; thence at right angles South 175 feet; thence at right angles West 493 feet; thence at right angles South 1145 feet to a point in the South line of said NE 1/4 of the SW 1/4; thence West along said south line 852 feet to the SW corner of said NE 1/4 of the SW 1/4; thence north along the west line of said NE 1/4 of the SW 1/4, 1320 feet to the point of commencement; ALSO,

The NW 1/4 of the SW 1/4 of said Section 32, Twp. 12 South, Range 1 West, S.B.M.;

containing 155 acres of land more or less.

For a term of five (5) years, beginning on the 1st day of June, 1947, and ending on the 31st day of May, 1952, at the following rentals: For Parcel 1, \$550.00 per year; for Parcel 2, \$550.00 per year; and for Parcel 3, \$1,250.00 per year,

payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock-grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Common Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving ninety 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 is permitted to use or sublet the dwellings located on the properties herein described as Parcels 2 and 3.

Eleventh. The lessee assumes all liability to any person who may suffer injuries to person or damage to property by reason of the condition of the houses now located on the leased premises herein described as Parcels 2 and 3, and hereby agrees to hold The City of San Diego, its officers and employees, harmless for any and all liability arising therefrom.

Twelfth. 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; EXCEPTING, however, the permission hereinabove granted in paragraph numbered "Tenth".

Thirteenth. 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. 86127 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

RAY GAVIN
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 3rd day of June, 1947.

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 Ray Gavin for Land in San Pasqual Valley Area for Stock Grazing Purposes; being Document No. 374093.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. SICK Deputy

AMENDMENT TO LEASE AGREEMENT

THIS AGREEMENT, Made and entered into this 10th day of June, 1947, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter sometimes referred to as the "City"; and TOM H. HAYNES, FRANK J. GUTHRIE and LARRY FINLEY, a

co-partnership and WARNER AUSTIN, parties of the second part, WITNESSETH:

THAT WHEREAS, Warner Austin has heretofore purchased and acquired the interest of Larry Finley in and to that certain lease heretofore made and entered into between The City of San Diego, party of the first part and Tom H. Haynes, Frank J. Guthrie and Larry Finley, a co-partnership, party of the second part, dated December 31, 1946, being document No. 368575 in the office of the City Clerk, be and the same is hereby amended as follows:

1. That the name of Warner Austin be substituted for the name of Larry Finley in said lease and all amendments and modifications of the same, and that from and after the execution of this amendment, the said Warner Austin agrees to perform all of the covenants, terms, agreements and obligations contained in said master lease, dated December 31, 1946, being Document No. 368575, and likewise agrees to perform the covenants, terms, agreements and obligations of all amendments and modifications of said lease and be bound as one of the co-partners in said lease and its amendments and modifications in the same manner as if he were one of the original lessees therein; and

It is further agreed that said lease agreement aforesaid shall terminate and be of no further force and effect so far as Larry Finley is concerned; and

It is agreed that the City shall accept the co-partners, Tom H. Haynes, Frank J. Guthrie and Warner Austin, instead of and in lieu of the co-partnership of Tom H. Haynes, Frank J. Guthrie and Larry Finley, as named in the original lease dated December 31, 1946, being Document No. 368575; and

It is further agreed and understood that by the signing and execution of this amendment to the original lease, all parties so signing accept the terms and conditions hereinabove set forth.

2. It is further agreed that section 21, subsection (b), on page 9 of the master lease being Document No. 368575, be amended to read as follows:

"The party of the second part agrees to deposit with the City Treasurer of The City of San Diego, the sum of Ten Thousand Dollars (\$10,000.00) in cash or negotiable securities of a par value of Ten Thousand Dollars (\$10,000.00), which said securities shall be acceptable to the City Treasurer and to furnish new and additional securities at any time the City Treasurer shall deem such securities already deposited as being inadequate and insufficient to meet the \$10,000.00 requirement to guarantee the faithful performance of this contract."

It is understood and agreed that this deposit of \$10,000.00 shall stand good for any failure of performance or breach of contract back to January 3, 1945, the same as if it had been deposited as of that date.

IN WITNESS WHEREOF, The City of San Diego has caused this Amendment to Lease Agreement to be executed by its City Manager, acting under and pursuant to a resolution of the City Council authorizing such execution; and Tom H. Haynes, Frank J. Guthrie and Larry Finley, a co-partnership, and Warner Austin, 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 NEAL D. SMITH
Acting City Manager.

LARRY FINLEY
FRANK J. GUTHRIE
TOM H. HAYNES
WARNER AUSTIN
Parties of the Second Part.

I HEREBY APPROVE the form and legality of the foregoing Amendment to Lease Agreement, this 11th day of June, 1947.

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 Amendment to Lease Agreement at Mission Beach Amusement Center; substituting name of Warner Austin for that of Larry Finley, etc.; being Document No. 374324.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. W. Sicken Deputy

End Book #18