

L E A S E

THIS INDENTURE, made and entered into this 13th day of April, A. D. 1914, 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 Union Oil Company of California, 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 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 through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, in 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 more particularly described as follows, to-wit:

Beginning at a point on the high water line at the northerly line of Twenty-third Street; thence southwesterly to the pierhead line; thence northwesterly 100 feet on the pierhead line; thence northeasterly to high water line; thence southeasterly on high water line 100 feet to point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessee for the term of twenty-five (25) years from and after the first day of April, 1914, at a monthly rental of Twenty Dollars (\$20.00), payable monthly in advance in gold coin of the United States, at the office of the Department of Finance, Ways and Means of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee; and the said lessee in accepting this lease acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the construction, operation and maintenance of a pipe line for the transfer of oil from steamers and boats to certain tanks upon the property of said Company, with the right to construct and maintain thereon wharves and other structures necessary or convenient for conducting and carrying on the said business; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6) That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said lessee shall fail to carry on the said business, as hereinabove mentioned, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessee has hereunto subscribed its corporate name and affixed its corporate seal by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

D.K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

UNION OIL COMPANY OF CALIFORNIA.

By M. L. Stewart President

(SEAL)

Approved by
Executive Committee
Union Oil Co. of Cal.

Gus Kellog Secretary

Lessee

I hereby approve the form of the within lease, this 13th day of April, 1914.

T. B. COSGROVE,

City Attorney

By S. J. Higgins Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and UNION OIL COMPANY OF CALIFORNIA, for certain tide lands, being Document No. 75373.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 13th day of April, A. D. 1914, 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 Lydia C. Kyle and J. Wilbur Kyle, of the City of San Diego, State of California, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessees 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 through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, in 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 more particularly described as follows, to-wit:

Commencing at a point on the northerly line of L Street, 10 feet westerly of the easterly line of Fifth Street; thence parallel to the said easterly line of Fifth Street, south 1° 10' east 196.95 feet; thence south 37° 52' west 44.2 feet to the southwesterly boundary of the California Southern Railway's right of way line; thence along said right of way line north 57° 38' west 5.02 feet to the place of beginning; thence south 37° 52' west 248.76 feet; thence south 52° 08' east 130.0 feet; thence north 37° 52' east 154.0 feet; thence north 52° 08' west 120.00 feet; thence north 37° 52' east 95.24 feet to the southwesterly boundary of the California Southern Railway's right of way line; thence along said right of way line north 57° 38' west 10.04 feet to the place of beginning, being a rectangle 130 feet by 154 feet, with a 10 foot approach thereto.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessees for the term of twenty (20) years from and after the first day of April, 1914, at a monthly rental of Fifteen Dollars (\$15.00), payable monthly in advance in gold coin of the United States, at the office of the Department of Finance, Ways and Means of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that

said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessees; and the said lessees in accepting this lease, acknowledge the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the conducting and maintenance thereon of a public bath^{house,} with the right to install and use thereon a pump to be used to secure water from the Bay for bathhouse purposes, and with the further right to construct and maintain thereon wharves and other structures necessary or convenient for conducting and carrying on the said business; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said lessees shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessees to remove at their own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which they may have erected or placed thereon; provided, however, that said lessees shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided, only that said lessees shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said lessees have the right to sublet the leased premises, or any part thereof.

(6) That the lessees will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said lessees shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in

any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said lessees shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessees in accepting this lease hereby acknowledge the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessees have hereunto set their hands, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council.

Lydia C. Kyle

J. Wilbur Kyle,

Lessees

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the within lease, this 13th day of April, 1914.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and LYDIA C. KYLE & WILBUR J. KYLE, for certain tide lands, being Document No. 75374.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 27th day of April, A. D. 1914, 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 Charles W. Rand, of the City of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee 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 through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, in 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 more particularly described as follows, to-wit:

Beginning at a point on the temporary bulkhead, now extending southerly from the south line of Broadway; thence westerly one hundred twenty-five (125) feet south of the said south line of Broadway; thence extending westerly into the Bay of San Diego for a distance of one hundred fifty (150) feet; thence at right angles southerly a distance of fifty (50) feet; thence at right angles easterly a distance of one hundred fifty (150) feet; thence at right angles northerly a distance of fifty (50) feet to the point or place of beginning, as shown upon the plat attached to Document No. 74783 on file in the office of the City Clerk of said City; together with free ingress and egress from said Broadway to said property, and from said property to Broadway; together with the right to construct the necessary walk or walks leading to and from the wharf, pier or floats hereinafter mentioned to the mainland, or to the thoroughfare now extending from the municipal pier to said mainland.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessee for the term of fifteen (15) years from and after the 10th day of May, 1914, at a monthly rental of Forty Dollars (\$40.00), payable monthly in advance in gold coin of the United States at the office of the Department of Finance, Ways and Means of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee; and the said lessee in accepting this lease acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the purpose of constructing and maintaining thereon a wharf, pier, or floats, together with the right to construct, maintain and operate upon such wharf, pier or floats such appliances as may be necessary and convenient for the purpose of loading and unloading passengers and personal effects and baggage at said wharf, pier or floats; as well as for the handling and storage of such freight and merchandise as is necessary to properly and fully enjoy the privilege herein granted; also the use of the water in front of said wharf, pier or floats, and for such distance on either side thereof as may be necessary and convenient for the safety of vessels, boats and craft while coming to, or going from said wharf, pier, or floats, or lying at such wharf, pier or floats. The said wharf and other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or

corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

or such further or different rate as may be provided,

(6) That the lessee will pay the rent hereinprovided, as the same shall accrue.

(7) In the event that the said lessee shall fail to erect said wharf, pier or floats, or other appliances necessary or convenient for the carrying out of said business as aforesaid, or shall fail in the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF a majority of the members of the Common Council of the City of San Diego, in pursuance of Ordinance No. 5532, adopted by said City on the 8th day of April, 1914, have hereunto set their hands on behalf of said City, and the said lessee has hereunto affixed his hand, the day and year first above written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

Charles W. Rand

Lessee,

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the within lease this 27th day of April, 1914.

T. B. Cosgrove

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA, and CHARLES W. RAND, for certain tide lands

being Document No. 75887.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By *Y. A. Jacques* Deputy.

L E A S E

THIS INDENTURE, made and entered into this 4th day of May A. D. 1914, 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 LOUIS F. MESMER and ROGER L. RICE, a co-partnership doing business under the firm name and style of Mesmer & Rice, of the City of San Diego, State of California, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessees 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 through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, in 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 more particularly described as follows, to-wit: Beginning at a point where the south line of Hawthorn Street intersects the high tide line; thence west to the bulkhead line; thence south 50 feet; thence east to the high tide line; thence north along the high tide line 50 feet to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessees for the term of ten (10) years from and after the first day of May, 1914, at a monthly rental of Six Dollars (\$6.00), payable monthly in advance in gold coin of the United States, at the office of the Department of Finance, Ways and Means of said City of San Diego; on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessees; and the said lessees in accepting this lease acknowledge the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) Said premises shall be used as follows:

For the construction and maintenance of a building to be used as a warehouse for the storage of machinery and equipment, with the right to construct and maintain thereon wharves and other structures necessary or convenient for conducting and carrying on the said business; the said wharves, building or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said lessees shall have the right and privilege of reclaiming and filling

in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessees to remove at their own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which they may have erected or placed thereon; provided, however, that said lessees shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided, only that said lessees shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said lessees have the right to sublet the leased premises, or any part thereof.

(6) That the lessees will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said lessees shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said lessees shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessees in accepting this lease hereby acknowledge the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessees have hereunto set their hands, the day and year in this indenture first above written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

MESMER & RICE

By Louis F. Mesmer

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing lease, this 4th day of May, A. D. 1914.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and MESMER & RICE, certain tide lands, being Document No. 76098.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 4th day of May, A. D. 1914, 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 M. F. MADRUGA, H. MADRUGA AND J. F. MADRUGA, a co-partnership doing business under the firm name and style of National Fish Company, of the City of San Diego, State of California, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessees 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 through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, in 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 more particularly described as follows:

Beginning at a point 150 feet east of the bulkhead line and 100 feet south of F Street; thence east 100 feet; thence south 50 feet; thence west 100 feet; thence north 50 feet to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessees for the term of twenty (20) years from and after the first day of May, 1914, at a monthly rental of Twenty Dollars (\$20.00) payable monthly in advance in gold coin of the United States, at the office of the Department of Finance, Ways and Means of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination

upon or against said lessees; and the said lessees, in accepting this lease acknowledge the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a building thereon for the purpose of carrying on and maintaining a retail and wholesale fish business, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned, and for the handling of lumber and other building materials; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said lessees shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessees to remove at their own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which they may have erected or placed thereon; provided, however, that said lessees shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided, only that said lessees shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said lessees have the right to sublet the leased premises, or any part thereof.

(6) That the lessees will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said lessees shall fail to carry on the said business, as hereinabove mentioned, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated,

then this obligation shall terminate and be void, and the said lessees shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego, from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessees in accepting this lease hereby acknowledge the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessees have hereunto set their hands the day and year in this indenture first above written.

THE CITY OF SAN DIEGO

Herbert R. Fay

Or: M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

NATIONAL FISH COMPANY

By H. Madruga

I hereby approve the form of the within lease, this 4th day of May, 1914.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA, and NATIONAL FISH COMPANY, for certain tide lands, being Document No. 76100.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 20th day of May, A. D. 1914, 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 Joseph Lawrence, doing business under the name and style of American Fisheries Co., in the City of San Diego, California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee 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 through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, in 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 more particularly described as follows, to-wit:

Commencing at a point on the south line of F Street 150 feet east of the bulkhead line; thence south 50 feet; thence east 100 feet; thence north 50 feet; thence west 100 feet to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessee for the term of twenty (20) years from and after the first day of May, 1914, at a monthly rental of Twenty Dollars (\$20.00), payable monthly in advance in gold coin of the United States, at the office of the Department of Finance, Ways and Means of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee; and the said lessee in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a building thereon for the purpose of carrying on and maintaining a retail and wholesale fish business, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned, and for the handling of lumber and other building materials; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad,

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City;

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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leases premises, or any part thereof.

(6) That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided, that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

Jos. Lawrence

Lessee

I hereby approve the form of the foregoing lease, this 26th day of October, 1914.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and AMERICAN FISHERIES COMPANY, for certain tide lands, being Document No. 76878.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 24th day of June, A. D. 1914, 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 PACIFIC TUNA CANNING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee all those lands bordering and extending into the Bay of San Diego ~~and-being-a-pertien-of-these lands-conveyed-to-the-City-of-San-Diego~~ and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain Act of the Legislature of the State of California entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at a point on the bulkhead line 150 feet easterly of the intersection of the easterly line of Twenty-third Street extended with the said bulkhead line; thence easterly along the said bulkhead line 150 feet to a point on the said bulkhead line; thence running in a northerly direction paralleling the east line of Twenty-third Street extended to a point on the line of mean high tide; thence running in a westerly direction along said line of mean high tide 150 feet more or less, to the intersection with the said mean high water mark of a line parallel to the east line of Twenty-third Street extended, being 150 feet easterly from the said east line of Twenty-third Street extended; thence southerly on a line paralleling the east line of Twenty-third Street extended to a point on the bulkhead line, which said point is the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of fifteen years from and after the 1st day of October, 1913, at a monthly rental of Twenty Dollars (\$20.00), payable monthly in advance, in gold coin of the United States, at the office of the Department of Finance, Ways and Means of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee in accepting this lease acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the conducting and maintenance thereon of a plant for packing, canning and otherwise preserving fish, fruit and vegetables and other food products, and for the conducting thereon of a general wholesale and retail fish business and as a depot for the distribution and sale of fish, with the right to construct and maintain thereon wharves and other struc-

tures necessary or convenient for conducting and carrying on the said business; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate, any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable nor transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove mentioned, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has caused these presents to be executed and its corporate seal to be hereunto af-

fixed by its proper officers the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

(SEAL) ATTEST:

H. N. Manney

Allen H. Wright,

P. J. Benbough

City Clerk

D. K. Adams

Members of the Common Council

PACIFIC TUNA CANNING COMPANY

By E. E. Merritt Vice Pres.

(SEAL)

L. J. Rice Sec'y.

I hereby approve the form of the within Lease, this 27th day of July A. D. 1914.

T. B. Cosgrove

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between the CITY OF SAN DIEGO, CALIFORNIA and PACIFIC TUNA CANNING COMPANY, for certain tide lands, being Document No. 78250.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 2nd day of November, A. D. 1914, 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 HENRY DOWDEN, of the City of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California entitled, "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows:

Beginning at a point one hundred and fifty (150) feet east of the bulkhead line and one hundred (100) feet north of the north line of G Street; thence east one hundred (100) feet; thence south fifty (50) feet; thence west one hundred (100) feet; thence north fifty (50) feet to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of twenty (20) years from and after the first day of May, 1914, at a monthly rental of Twenty Dollars (\$20.00), payable monthly in advance, in gold coin of the United States, at the office of the Department of Finance, Ways and Means of said City

of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee in accepting this lease acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a building thereon for the purpose of carrying on and maintaining a retail and wholesale fish business, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned, and for the handling of lumber and other building materials; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as

hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

Henry Dowden

Lessee

I hereby approve the form of the foregoing lease, this 28th day of October, 1914.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and HENRY DOWDEN, for certain tide lands, being Document No. 82584.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 4th day of January, 1915, 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 P. Walsh, Sam Murphy and Walter Wandel, trustees for and on behalf of the Longshoreman's Union, an association of longshoremen of the City of San Diego, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessees 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 through the provisions of that certain Act of the Legislature of the State of California entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce

and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Commencing at the intersection of the south line of H Street, with the east line of Atlantic Street produced south, thence west along the south line of H Street a distance of forty-seven (47) feet to a point; thence at right angles south one hundred (100) feet; thence at right angles east forty-seven (47) feet; thence at right angles north one hundred (100) feet to the place of beginning.

To have and to hold the said premises and each and every part thereof unto the said Lessees for the term of ten years from and after the 1st day of January, 1915, at a monthly rental of Fifteen Dollars (\$15.00) payable monthly in advance in gold coin of the United States, at the office of the Department of Finance, Ways and Means of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge or burden or discrimination upon or against said Lessees; and the said Lessees in accepting this lease, acknowledge the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the conducting and maintenance thereon of a building to be used as a lodge room and meeting place, and a club house for said association of longshoremen, said building to be so constructed and erected to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said Lessees shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego,

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises; provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessees to remove at their own cost and expense from any such premises so granted for railroad purposes, any buildings, or materials which they may have erected or placed thereon; provided, however, that said Lessees shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and to make such other improvements for the

development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided, only that said Lessees shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said Lessees have the right to sublet the leased premises, or any part thereof.

(6) That the Lessees will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessees shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such buildings or structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessees shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper, and the said Lessees in accepting this lease hereby acknowledge the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessees have hereunto set their hands, the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

THE CITY OF SAN DIEGO

Or. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

Walter Wandel

S. Murphy

I hereby approve the form of the foregoing Lease, this 13th day of January, 1915.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and LONGSHOREMAN'S UNION, for certain tide lands, being Document No. 83409.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 18th day of January, A. D. 1915, 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 L. P. SWAYNE, as agent for the Lower California Fisheries Company, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee 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 through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Commencing at a point on the mean high tide line of the Bay of San Diego, 165 feet north of the intersection of the north line of Crosby Street, with the said mean high tide line; thence westerly to the pier head line; thence northerly along the said pierhead line 75 feet; thence easterly to said mean high tide line; thence along said mean high tide line southerly 75 feet to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of ten (10) years from and after the first day of January, 1915, at a monthly rental of Fifteen Dollars (\$15.00), payable monthly in advance in gold coin of the United States, at the office of the Department of Finance, Ways and Means of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee; and the said lessee in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a building thereon for the purpose of carrying on and maintaining a retail and wholesale fish business, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned, and for the handling of lumber and other building materials; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6) That the lessee will pay the rent provided herein, or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright

City Clerk

Lower California Fisheries Co.

Lessee.

Fred W. Popp Pres.

John G. Buerkle

Asst Treas and Manager

L. P. Swayne, Agent

I hereby approve the form of the foregoing lease, this 14th day of January, 1915.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and LOWER CALIFORNIA FISHERIES COMPANY, for certain tide lands, being Document No. 85233.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 3rd day of March, A. D. 1915, 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 G. BREGANTE, doing business under the name and style of Union Fish Company, of the City of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee 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 through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows:

Starting at a point on the north line of G Street 150 feet east of the bulkhead line; thence east 100 feet; thence north 50 feet; thence west 100 feet; thence south 50 feet to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessee for the term of twenty (20) years from and after the first day of December, 1914 at a monthly rental of Twenty Dollars (\$20.00), payable monthly in advance in gold coin of the United States, at the office of the Department of Finance, Ways and Means of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon

or against said lessee; and the said lessee in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a building thereon for the purpose of carrying on and maintaining a retail and wholesale fresh fish business, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned, and for the handling of lumber and other building materials; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6) That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then

this obligation shall terminate and be void, and the said lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

G. Bregante,

Lessee.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing lease, this 3rd day of March, 1915.

T. B. Cosgrove, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and UNION FISH COMPANY, (G. BRIGANTE), for certain tide lands, being Document No. 86864.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LEASE

THIS INDENTURE, made and entered into this 3rd day of March, A. D. 1915, 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 JOSEPH M. SOARES, of the City of San Diego, California, hereinafter designated as the lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee 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 through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Commencing at a point where the northerly line of Emerson Street, Roseville, intersects

the high tide line; thence southeasterly on a line ^{parallel} with the northerly line of Emerson Street to the Pierhead line; thence northeasterly along the Pierhead line fifty (50) feet; thence northwesterly to the high tide line; thence southwesterly along the high tide line fifty (50) feet to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessee for the term of five (5) years from and after the first day of December, 1914, at a monthly rental of Three Dollars (\$3.00), payable monthly in advance in lawful money of the United States, at the office of the Department of Finance, Ways and Means of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee; and the said lessee in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a building thereon for the purpose of carrying on and maintaining a wholesale and retail business of curing and packing fish, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned, and for the handling of lumber and other building materials; the said wharves, buildings and other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of said City.

(2) That said lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, and the said lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce

and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6) That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

Joseph M. Soares His
X (A.H.W.)
Mark
Lessee

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing lease, this 3rd day of March, 1915.

T. B. COSGROVE, City Attorney

By S. J. Higgins

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and JOSEPH M. SOARES, for certain tide lands, being Document No. 86865.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 22nd day of March A. D. 1915, 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 CHARLES STEFFGEN, of the City of San Diego, California, hereinafter designated as the Lessee,

WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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, through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide-lands and land lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Commencing on the southwesterly line of Atlantic Street as dedicated by the Common Council of the City of San Diego, by Ordinance No. 5886, said point of beginning being 50 feet southeasterly along the southwesterly line of Atlantic Street from the southeasterly line of Hawthorn Street produced southwesterly; thence southeasterly along the southwesterly line of Atlantic Street a distance of 50 feet; thence southwesterly on a line parallel to the southeasterly line of Hawthorn Street produced southwesterly, a distance of 265 feet to the temporary Municipal Bulkhead; thence northerly along the said temporary bulkhead line to the southerly line of the Johnson and Humbert Lease, also distant 50 feet southerly from the southeasterly line of Hawthorn Street produced; thence northeasterly on a line parallel ~~to~~ to and distant 50 feet southerly from the southerly line of Hawthorn Street produced, a distance of 260 feet to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of ten (10) years from and after the first day of February, 1915, at a monthly rental of fifteen (\$15.00) Dollars, payable monthly in advance in gold coin of the United States, at the office of the CHIEF WHARFINGER, of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee in accepting this lease, acknowledges the right of the said City to re-adjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a warehouse thereon, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises and the right to lay water pipe across said property and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

(SEAL) ATTEST:

Allen H. Wright
City Clerk

H. N. Manney
P. J. Benbough
D. K. Adams
Members of the Common Council

Chas. Steffgen,
Lessee

I hereby approve the form of the foregoing lease, this 20th day of March, 1915.

T. B. COSGROVE, CITY ATTORNEY

By S. J. Higgins
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and CHAS. STEFFGEN, for certain tide lands, being Document No. 87453.

Allen H. Wright,
City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 5th day of April, A. D. 1915, by and between The City of San Diego, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, and the San Diego Marine Construction Company, a corporation, organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee.

WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California, entitled as follows: "AN Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at a point where the easterly line of Sampson Street extended southerly intersects the mean high tide line of the Bay of San Diego; thence south 39° west about 1250 feet along said easterly line of Sampson Street extended to an intersection with the United States Pier-head line of the Bay of San Diego; thence north $56^{\circ} 51'$ west 200 feet along said pier-head line; thence north 39° east about 1220 feet along a line parallel to the said easterly line of Sampson Street to an intersection with the mean high tide line of the Bay of San Diego; thence along said mean high tide line in a southeasterly direction to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of ten (10) years from and after the first day of March, 1915, at a monthly rental of Twenty-five (\$25.00) Dollars, payable monthly in advance in gold coin of the United States, at the office of the CHIEF WHARFINGER, of said City of San Diego, on

the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a building thereon for the purpose of carrying on and maintaining a marine ways, repairing boats and construction and launching of all kinds of water craft, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned, the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the bay, and not with any material brought in from outside of the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipe across said property and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided, that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has hereunto affixed its corporate name and seal by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

E. D. Johnston, Deputy.

(SEAL)
San Diego Marine Construction Company

By C. W. Stose, Mgr.

I hereby approve the form of the foregoing lease, this 5th day of April, 1915.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and SAN DIEGO MARINE CONSTRUCTION COMPANY, for certain tide lands, being Document No. 87993.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LEASE

THIS INDENTURE, made and entered into this 5th day of April, A. D. 1915, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, and the AMERICAN UNION FISH COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of

that certain Act of the Legislature of the State of California, entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Commencing at a point 50 feet north of the north line of F Street, and 150 feet easterly of and inshore of the bulkhead line, and along and on the radius of the curve of said bulkhead line thereat; thence east 150 feet more or less; thence south 50 feet to the north line of F Street; thence west on and along the said north line of F Street 150 feet more or less to a point 150 feet easterly of and inshore of the bulkhead line, and along and on the radius of the curve of said bulkhead line thereat; thence northerly and along and on a curve 150 feet radially inside of and parallel to the curve of said bulkhead line thereat and to the point of beginning 50 feet, more or less.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of ten (10) years from and after the first day of March, 1915, at a monthly rental of Thirty Dollars (\$30.00), payable monthly in advance in gold coin of the United States, at the office of the Chief Wharfinger of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a building thereon for the purpose of carrying on and maintaining a retail and wholesale fish business, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises; provided that such person or corporation granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said

Lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipes across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment shall seem proper; and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of said City, and the said Lessee has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto attached by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

AMERICAN UNION FISH COMPANY

By A. K. Mounish, President (SEAL)

R. B. Stolle, Secretary

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

E. D. Johnston, Deputy

I hereby approve the form of the foregoing lease, this 3rd day of April, 1915.

T. B. COSGROVE, City Attorney.

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between THE CITY OF SAN DIEGO, CALIFORNIA, and AMERICAN UNION FISH COMPANY, for certain tide lands, being Document No. 87994.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LE A S E.

THIS INDENTURE, made and entered into this 5th day of April, A. D., 1915, 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 Mrs. Aline Bruhns, of the City of San Diego, California, hereinafter designated as the Lessee,

WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California, entitled as follows:

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

Beginning at a point that is south 0° 01' 40" west a distance of 1' from the southwest corner of Atlantic Street and Market Street; thence north 0° 01' 40" east a distance of 14' 0° 01' 40" west a distance of 8' to a point; thence south to a point; thence north 89° 58' 20" west a distance of 46' to a point; thence south 89° 58' 20" east a distance of 10' to a point; thence south 0° 01' 40" west a distance of 36' to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of five (5) years from and after the first day of March, 1915, at a monthly rental of four dollars and seventy cents (\$4.70) payable monthly in advance in gold coin of the United States, at the office of the CHIEF WHARFINGER, of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a building thereon for the purpose of carrying on

and maintaining a cigar stand and news-stand, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at her own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which she may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises and the right to lay water pipe across said property and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee

has hereunto set her hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

E. D. Johnston, Deputy.

Mrs. Aline Bruhns,

Lessee.

I hereby approve the form of the foregoing lease, this 5th day of April, 1915.

T. B. COSGROVE, City Attorney.

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and MRS. ALINE BRUHNS, for certain tide lands, being Document No. 87995.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LEASE (void)

THIS INDENTURE, made and entered into this 19th day of April, 1915, 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 POINT LOMA FERRY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California, entitled as follows:

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

Beginning at a point, which point is south 50° 50' east a distance of 60.05 feet from Bulkhead Station No. 109 as established by the United States Engineering Department, approved February 5th, A. D. 1912; thence south 79° 15' west, a distance of 963.47 feet to a point; thence south 58° 40' west, a distance of 142.22 feet to a point; thence north 50° 50' west, a distance of 65.35 feet to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of ten (10) years from and after the first day of April, 1915,

at a monthly rental of Sixteen and 50/100 Dollars (\$16.50), payable monthly in advance, in gold coin of the United States, at the office of the Chief Wharfinger of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee, in accepting this lease, acknowledges the right of said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a building thereon for the purpose of carrying on and conducting a boat renting and transportation business, with the right to construct thereon wharves and other structures necessary or convenient for conducting and carrying on the said business; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate, any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and the right to lay water pipes across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation and commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove mentioned, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper, and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright

City Clerk

POINT LOMA FERRY COMPANY

(SEAL)

By R. M. Creswell President

I hereby approve the form of the foregoing Lease, this 19th day of April, 1915.

T. B. COSGROVE, City Attorney.

By S. J. Higgins,

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and POINT LOMA FERRY COMPANY, for certain tide lands, being Document No. 88631.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 12th day of May, A. D. 1915, 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 E. W. ANDERSON, doing business under the firm name and style of San Diego Rubbish Company, hereinafter designated as the Lessee, WITNESSETH:

That said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that

certain Act of the Legislature of the State of California entitled as follows: "An Act conveying certain tide lands and land 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 more particularly described as follows, to-wit:

Commencing at a point on the southwesterly line of the railroad right of way, which bears south 78° 24' 35" west 156.28 feet from the seven foot City tie point located at the southwest corner of 9th and N Streets; thence south 41° 13' 45" west, 200.74 feet to an intersection with the Old Bulkhead line; thence northwesterly along the Old Bulkhead line to a point which is 80 feet at right angles from the southeasterly line of the California Iron Works franchise; thence north 47° 25' 47" east, on a line parallel to and 80 feet southeasterly from the southeasterly line of the said California Iron Works franchise to an intersection with the southwesterly line of the railroad right of way; thence southeasterly along the said railroad right of way to the point or place of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of ten (10) years from and after the first day of May, 1915, at a monthly rental of Fifteen Dollars (\$15.00), payable monthly in advance, in gold coin of the United States, at the office of the Chief Wharfinger of said City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee in accepting this lease acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance thereon of a building to be used for the sorting and baling of waste paper, with the right to construct and maintain thereon wharves and other structures necessary or convenient for conducting and carrying on the said business; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Manager of Operation of said City.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate, any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said

Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipe across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the docking of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable nor transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove mentioned, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

San Diego Rubbish Co.

By E. W. Anderson

Lessee.

I hereby approve the form of the foregoing Lease, this 12th day of May, 1915.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Hugh A. Sanders, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA, and SAN DIEGO RUBBISH COMPANY, for certain tide lands, being Document No. 89479.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 12th day of May, A. D. 1915, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, and C. S. COTTON, of the City of San Diego, California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California entitled as follows: "An Act conveying certain tide lands and land 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 more particularly described as follows, to-wit:

Beginning at a point north $0^{\circ} 01' 40''$ east a distance of 42 feet from a point which is north $89^{\circ} 58' 20''$ west of a point a distance of 50 feet, said point being an intersection of the south line of H Street and the center line of Atlantic Street; thence north $89^{\circ} 58' 20''$ west a distance of 66 feet to a point; thence north $0^{\circ} 01' 40''$ east a distance of 45 feet to a point; thence south $89^{\circ} 58' 20''$ east a distance of 66 feet to a point; thence south $0^{\circ} 01' 40''$ west a distance of 45 feet to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for a term of one year from and after the first day of March, 1915, at a monthly rental of Twenty Dollars (\$20.00), payable monthly in advance, in gold coin of the United States, at the office of the Chief Wharfinger of the City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee, in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the maintenance thereon of a building, to be used for store and restaurant purposes, with the right to construct and maintain thereon wharves and other structures necessary or convenient for conducting and carrying on the said business; the said wharves, buildings or

other structures to be so constructed to meet with the approval of the Manager of Operation of said City.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay; all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate, any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipes across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, and commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable nor transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove mentioned, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said

Lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt

H.N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

C. S. Cotton

Lessee

(SEAL) ATTEST:

Allen H. Wright

City Clerk

I hereby approve the form of the foregoing Lease, this 12th day of May, 1915.

T. B. COSGROVE, City Attorney

By S. J. Higgins

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and C. S. COTTON, for certain tide lands, being Document No. 89480.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 12th day of May, A. D. 1915, 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 SAN DIEGO SECURITIES COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California entitled as follows, "An Act conveying certain tide lands and land 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 more particularly described as follows, to-wit:

Beginning at a point in the line of mean high tide nine (9) feet southwesterly from the production of the center line of Macaulay Street; thence southeasterly parallel to said center line a distance of four hundred and forty (440) feet; thence by a right angle northeasterly a distance of seven (7) feet; thence by a right angle southeasterly a distance of ten (10) feet; thence by a right angle southwesterly a distance of twenty (20) feet; thence by a right angle northwesterly a distance of ten (10) feet; thence by a right angle northeasterly a distance of seven (7) feet; thence by a right angle northwesterly and parallel to said center line a distance of four hundred and forty (440) feet, more or less, to the

line of mean high tide; thence northeasterly along the line of mean high tide a distance of six (6) feet, more or less to the point or place of beginning, as shown upon the plan filed in the office of the City Clerk of said City January 5th, 1915, marked part of Document No. 84784.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of five (5) years from and after the first day of April, 1915, at a monthly rental of Five Dollars (\$5.00), payable monthly in advance, in gold coin of the United States, at the office of the Chief Wharfinger of said City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee in accepting this lease acknowledges the right of the said City to readjust and increase the rental at any time as hereinafter provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance thereon of a pleasure pier, with the right to construct and maintain thereon wharves and other structures necessary or convenient for said purpose; the said wharves, buildings or other structures to meet with the approval of the Manager of Operation of said City.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate, any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipe across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable nor transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to erect and construct said pleasure pier, as hereinabove mentioned, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for said purpose, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

E. D. Johnston, Deputy

SAN DIEGO SECURITIES COMPANY

(SEAL) By Geo. Burnham

Vice President

Wm. Eldred,

Secretary

I hereby approve the form of the foregoing Lease, this 12th day of May, 1915.

T. B. COSGROVE, City Attorney

By MS. J. Higgins,

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and SAN DIEGO SECURITIES COMPANY, certain tide lands, being Document No. 89482.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS AGREEMENT , entered into at Fort Rosecrans, Cal., this twenty-ninth day of April, nineteen hundred and fifteen between Captain William E. Murray, Q. M. C. Quartermaster, United States Army, of the first part, for and in behalf of the United States of America, and the City of San Diego, an incorporated city of---- of the county of San Diego, State of California, of the second part: WITNESSETH, that the said parties covenant and agree to and with each other as follows:

That the said City of San Diego shall, and by these presents does hereby lease, demise, and let to the United States of America a space of about one hundred feet (100) at the north side of dock known as the Municipal Pier, and situated at the foot of Broadway, of the City of San Diego, California, to be used for docking, wharfage and berth of the Steamer "Lieut. Geo. M. Harris," and other vessels of the same class, and scows owned and operated by the United States.

That an office and storeroom, fifteen feet by fifteen feet, situated in the northeast corner of the warehouse on the Municipal Pier, shall be set aside for the exclusive use of the United States.

That the portion of the Municipal Pier assigned to the purpose herein described shall be held and set aside for the exclusive use and privilege of the United States; but the right is reserved by the party of the second part to use said premises, other than the office and storeroom, when not in use by vessels of the United States,

It is further agreed that the United States may dock any transport at such part of the Municipal Pier as may be available, not to exceed four times per year, and not to exceed forty-eight hours at any one time, without additional charge.

That the party of the second part hereby stipulates that he will not allow to the party of the first part, nor to anyone for him, any part of the money paid as rental of said premises under this lease, nor in any other way to allow or give any rebate on said rental for the benefit of the party of the first part.

That the officer of the United States whose name is signed below hereby certifies that the rent stated in this lease is not in excess of the commercial rental value of the premises named, and that said rate is the amount to be actually paid to the party of the second part for its own use; that there are no public docks available for the use as specified herein, and that the price as stipulated in this lease is a fair rental value of reasonably good premises suitable for the purpose indicated herein in the locality where situated.

That the depth of water at the dock at ^amean low water is thirty-five feet (35), and at mean high water forty feet (40).

That the dimensions of said Municipal Pier are eight hundred feet by one hundred and thirty feet (800' x 130'); and that the said Pier and its property joins Broadway and is a continuation of it.

That no water or electric current is included in the terms of this lease.

That the warehouse situated on the wharf is available for the use of the United States during the time when a United States Transport may be docked. Dimensions of warehouse seven hundred thirty-four and three-eighths feet by seventy feet (734.375' x 70').

That the right of the Common Council to change or increase the rental provided herein, at any time, or as often as the Common Council may be advised, is hereby expressly reserved

to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make or suffer to be made any unreasonable charge, burden or discrimination upon or against said party of the first part; and the said party of the first part, in accepting this lease acknowledges the right of the said City to re-adjust and increase the rental at any time as hereinbefore provided.

to have and to hold the same, with their appurtenances, unto the United States, for the term beginning with the first day of May, nineteen hundred and fifteen and ending with the thirtieth day of June, nineteen hundred and fifteen. At the option of the United States this lease, with all its covenants and agreements, may be renewed yearly as often as the needs of the public service may require, so as to give the United States continuous possession of said premises, not extending, however, beyond the thirtieth day of June, nineteen hundred and sixteen, but no renewal shall be made to include more than one fiscal year.

That the said City of San Diego, for itself, its heirs, successors or assigns, will warrant and defend to the United States, its officers and agents, the quiet and peaceable possession and occupancy of the aforesaid premises, and in case of any disturbance, by suit or otherwise, will defend the same free of charge to the United States in or before the proper State or United States courts.

That all buildings or other improvements fixed to or erected or placed in or upon the said leased premises by the United States shall be and remain the exclusive property of the United States, provided, however, that the same, unless sold or otherwise disposed of, shall be removed by the United States within thirty days after the said premises are vacated under this lease.

That the United States reserves the right to quit, relinquish, and give up the said premises at any time within the period for which this lease is made or may be renewed, by giving to the said City of San Diego, or its agent, thirty days notice.

That for and in consideration of the above covenants and agreements the United States shall pay to the said City of San Diego, or its agent, the sum of fifty-five dollars (\$55.00) each month; and should the premises be relinquished before the close of a monthly period, the rental for the last period shall be only the pro rata part of the monthly rental, depending on the time of occupancy. Payment shall be made at the end of each calendar month, or as soon thereafter as is practicable, at the office of the Quartermaster, at Fort Rosecrans, California in the funds furnished for the purpose by the United States.

That neither this lease nor any interest therein shall be transferred to any other party or parties, and in case of such transfer the United States may refuse to carry out this lease either with the transferor or the transferee, but all rights of action for any breach of this lease by said City of San Diego, are reserved to the United States.

That no Member of or Delegate to Congress, or Resident Commissioner, nor any person belonging to or employed in the military service of the United States is, or shall be, admitted to any share or part of this lease, or to any benefit which may arise herefrom, but, under the provisions of section 116 of the act of Congress approved March 4, 1909 (35 Stats., 1088), this stipulation, so far as it relates to Members of or Delegates to Congress or Resident Commissioners, shall not extend, or be construed to extend, to any lease made with an incorporated company for its general benefit.

That it is expressly understood and agreed that this lease shall be noneffective until an appropriation adequate to its fulfillment is made by Congress and is available.

That this lease shall be subject to approval of the United States Army, and such approval when given shall relate back and be construed as operative from the date specified in this lease as the date of its execution, and the rights of the parties shall be determined accordingly.

That the alterations on lines 4,8, page 1; line 10, page 2; line 9, page 3; were made before signing.

IN WITNESS WHEREOF, the undersigned have hereunto placed their hands the date first hereinbefore written.

WITNESSES:

John Howland

as to

Quartermaster,

Wm. E. Murray
Captain Q. M. C., Q. M.
U. S. A.

as to (O. M. Schmidt

as to (H. N. Manney

as to (Herbert R. Fay

as to (Walter P. Moore

Members of the Common Council

of the City of San Diego, Cal.

(SEAL) ATTEST:

Allen H. Wright

City Clerk of the City

of San Diego, California

(EXECUTED IN TRIPLICATE.)

NOTES.

1. The name of the principal intended to be bound as part of the second part, whether an individual, a partnership, or a corporation, should be inserted in and signed to the lease. An officer of a corporation, a partner, or an agent signing for the principal should add his name and designation after the word "by" and under the name of the principal.

2. This lease need not be executed under seal.

3. Leases will extend only to the close of the fiscal year for which they are made. No lease will be made or renewed in the absence of an appropriation for the payment of rent.

4. If contract is made with an incorporated company, the requirements of A. R. 568, 1910, should be complied with.

I certify that this lease was entered into with the City of San Diego for the reason that the terms are the same as those offered by The Atchison, Topeka & Santa Fe Ry., the only competitor, while the conditions are much more desirable; that the persons signing the foregoing instrument as members of the Common Council of San Diego have authority to sign the City for the faithful execution of agreement, and the requirements of paragraph 560 A. R. 1913, are waived.

Wm. E. Murray,

Capt. Q.M.C., Q. M.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and UNITED STATES GOVERNMENT, for rental of portion of Municipal Pier, being Document No. 89736.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS AGREEMENT, entered into at Fort Rosecrans, California this twenty-ninth day of April, nineteen hundred and fifteen between Captain William E. Murray, Q. M. C., Quartermaster, United States Army, of the first part, for and in behalf of the United States of America, and the City of San Diego, an incorporated city of the county of San Diego, State of California of the second part: WITNESSETH, That the said parties covenant and agree to and with each other as follows:

That the said City of San Diego shall, and by these presents does hereby lease, demise, and let to the United States of America a space of about sixty feet (60) at a float at north side of dock known as the Municipal Pier, and situated at the foot of Broadway, of the City of San Diego, California, to be used for docking, wharfage and berth of the Launch "Gen. DeRussy" and other vessels of the same class, and scows owned and operated by the United States.

That an office and storeroom, fifteen feet by fifteen feet, situated in the northeast corner of the warehouse on the Municipal Pier, shall be set aside for the exclusive use of the United States.

That the portion of the Municipal Pier assigned to the purpose herein described shall be held and set aside for the exclusive use and privilege of the United States; but the right is reserved by the party of the second part to use said premises, other than the office and storeroom, when not in use by vessels of the United States. It is further agreed that the United States may dock any transport at such part of the Municipal Pier as may be available, not to exceed four times per annum, and not to exceed forty-eight hours at any one time, without additional charge.

That the party of the second part stipulates that he will not allow to the party of the first part, nor to anyone for him, any part of the money paid as rental of said premises under this lease, nor in any other way to allow or give any rebate on said rental for the benefit of the party of the first part.

That the officer of the United States whose name is signed below hereby certifies that the rent stated in this lease is not in excess of the commercial rental value of the premises named, and that said rate is the amount to be actually paid to the party of the second part for its own use; that there are no public docks available for the use as specified herein, and that the price as stipulated in this lease is a fair rental value of reasonably good premises suitable for the purpose indicated herein in the locality where situated.

That the depth of the water at the dock at mean low water is thirty-five feet (35), and at mean highwater forty feet (40).

That the dimensions of said Municipal Pier are eight hundred feet by one hundred and thirty feet (800' x 130'); and that said Pier and its property joins Broadway and is a continuation of it.

That no water or electric current is included in the terms of this lease.

That the warehouse situated on the wharf is available for the use of the United States during the time when a United States Transport may be docked. Dimensions of warehouse seven hundred thirty-four and three-eighths by seventy feet (734.375' x 70').

The right of the Common Council to change or increase the rental provided herein, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises

any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said party of the first part; and the said party of the first part, in accepting this lease, acknowledges the right of said City to readjust and increase the rental at any time as hereinbefore provided.

to have and to hold the same, with their appurtenances, unto the United States, for the term beginning with the first day of May, nineteen hundred and fifteen and ending with the thirtieth day of June, nineteen hundred and fifteen. At the option of the United States this lease, with all its covenants and agreements, may be renewed yearly as often as the needs of the public service may require, so as to give the United States continuous possession of said premises, not extending, however, beyond the thirtieth day of June, nineteen hundred and sixteen, but no renewal shall be made to include more than one fiscal year.

That the said City of San Diego, for itself, its heirs, successors or assigns, will warrant and defend to the United States, its officers and agents, the quiet and peaceable possession and occupancy of the aforesaid premises, and in case of any disturbance, by suit or otherwise, will defend the same free of charge to the United States in or before the proper State or United States courts.

That all buildings or other improvements fixed to or erected or placed in or upon the said leased premises by the United States shall be and remain the exclusive property of the United States, provided, however, that the same, unless sold or otherwise disposed of, shall be removed by the United States within thirty days after the said premises are vacated under this lease.

That the United States reserves the right to quit, relinquish, and give up the said premises at any time within the period for which this lease is made or may be renewed, by giving to the said City of San Diego, or its agent, thirty days notice.

That for and in consideration of the above covenants and agreements the United States shall pay to the said City of San Diego, or its agent, the sum of fifteen dollars (\$15.00) each month; and should the premises be relinquished before the close of a monthly period, the rental for the last period shall be only the pro rata part of the monthly rental, depending on the time of occupancy. Payment shall be made at the end of each calendar month, or as soon thereafter as is practicable, at the office of the Quartermaster, at Fort Rosecrans, California in the funds furnished for the purpose by the United States.

That neither this lease nor any interest therein shall be transferred to any other party or parties, and in case of such transfer the United States may refuse to carry out this lease either with the transferor or the transferee, but all rights of action for any breach of this lease by said City of San Diego, are reserved to the United States.

That no Member of or Delegate to Congress, or Resident Commissioner, nor any person belonging to or employed in the military service of the United States is, or shall be, admitted to any share or part of this lease, or to any benefit which may arise herefrom, but, under the provisions of section 116 of the act of Congress approved March 4, 1909 (35 Stats., 1088), this stipulation, so far as it relates to Members of or Delegates to Congress or Resident Commissioners, shall not extend, or be construed to extend, to any lease made with an incorporated company for its general benefit.

That it is expressly understood and agreed that this lease shall be noneffective un-

til an appropriation adequate to its fulfillment is made by Congress and is available.

That this lease shall be subject to approval of the United States Army, and such approval when given shall relate back and be construed as operative from the date specified in this lease as the date of its execution, and the rights of the parties shall be determined accordingly.

That the alterations on lines 4, 8, page 1; line 10, page 2; line 9, page 3; were made before signing.

IN WITNESS WHEREOF, the undersigned have hereunto placed their hands the date first hereinbefore written.

WITNESSES:

John Howland	as to	Wm. E. Murray Captain, Q.M.C., Q.M. Quartermaster, U. S. A.
	as to	(O. M. Schmidt
(SEAL) Attest:	as to	(H. N. Manney
Allen H. Wright	as to	(Herbert R. Fay
City Clerk of the City of	as to	(Walter P. Moore
San Diego, California.		Members of the Common Council of the City of San Diego, Cal.

(EXECUTED IN TRIPLICATE.)

NOTES.

1. The name of the principal intended to be bound as party of the second part, whether an individual, a partnership, or a corporation, should be inserted in and signed to the lease. An officer of a corporation, a partner, or an agent signing for the principal should add his name and designation after the word "by" and under the name of the principal.

2. This lease need not be executed under seal.

3. Leases will extend only to the close of the fiscal year for which they are made. No lease will be made or renewed in the absence of an appropriation for the payment of rent.

4. If contract is made with an incorporated company, the requirements of A. R. 568, 1910, should be complied with.

I certify that this lease was entered into with the City of San Diego for the reason that the terms are the same as those offered by The Atchison, Topeka & Santa Fe Ry., the only competitor, while the conditions are much more desirable; that the persons signing the foregoing instrument as members of the Common Council of San Diego have authority to sign the City of San Diego for the faithful execution of agreement, and the requirements of paragraph 560 A. R., 1913, are waived.

Wm. E. Murray,
Capt., Q.M.C., Q.M.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and UNITED STATES GOVERNMENT, certain portion of MUNICIPAL PIER, being Document No. 89737.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 24th day of May, 1915, 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 EMEDIN PARRA, of the City of San Diego, California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows:

Beginning at a point where the westerly line of California Street intersects the line of mean high tide; thence southerly along said line of California Street produced to a point which is 96.00 feet south from the south line of H Street; thence west 43.00 feet; thence northerly parallel to said line of California Street to an intersection with the line of mean high tide; thence easterly along the line of mean high tide to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of one year from the first day of April, 1915, at a monthly rental of Twelve Dollars (\$12.00), payable monthly in advance, in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, on the first day of each said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee, in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the maintenance of a building thereon for the purpose of conducting a pool and cigar business and for a residence, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purposes above mentioned; said wharves, buildings or other structures to be so constructed to meet with the approval of the Manager of Operation of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings, and their equitable share in the costs of maintaining the same, the said Lessee to remove at his own cost and expense from such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipe across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises, and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee, in accepting this lease, hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of said City of San Diego, and the said Lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Hugh A. Sanders, Deputy

Emedin Parra,

Lessee.

I hereby approve the form of the foregoing lease, this 21st day of May, 1915.

T. B. COSGROVE, City Attorney

By S. J. Higgins

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and EMEDIN PARRA, certain tide lands, being Document No. 89786.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 1st day of June, 1915, 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 JOHN G. BUERKLE, of the City of San Diego, County of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California entitled, "An Act conveying certain tide lands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at a point on the line of mean high tide, 115 feet northwesterly from the intersection of the same with the northwesterly line of Crosby Street produced southwesterly; thence southwesterly parallel to the said line of Crosby Street produced to an intersection with the United States Bulkhead Line; thence northwesterly along said bulkhead line 50 feet; thence northeasterly parallel to said line of Crosby Street produced to an intersection with the line of mean high tide; thence southeasterly following the line of mean high tide to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of ten years from and after the first day of May, 1915, at a monthly rental of Ten Dollars (\$10.00), payable monthly in advance in gold coin of the United States, at the office of the Harbor Master of said City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made

any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee, in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the conducting and maintenance thereon of a plant for packing, canning and otherwise preserving fish, and for the conducting thereon of a general wholesale and retail fish business, and as a depot for the distribution and sale of fish, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Manager of Operation of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and the right to lay water pipes across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in

any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee, in accepting this lease, hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council.

John G. Buerkle,

Lessee,

(SEAL) ATTEST:

Allen H. Wright

City Clerk

I hereby approve the form of the foregoing Lease, this 1st day of June, 1915.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and JOHN G. BUERKLE, for certain tide lands, being Document No. 89995.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LEASE

THIS INDENTURE, made and entered into this 1st day of June, 1915, 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 EDWIN H. NAYLOR, of the City of San Diego, County of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tide lands and lands lying under inland navigable waters situated in the Bay of

San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at a point which is north $9^{\circ} 56' 16.1''$ west a distance of 50.75 feet from a point which is north $89^{\circ} 58' 20''$ west a distance of 101.5 feet of the northeast corner of the intersection of Elm Street and Atlantic Street; thence north $89^{\circ} 58' 20''$ west a distance of 621.07 feet to a point; thence northerly along a curve to the left with a radius of 1909.86 feet a distance of 75.91 feet to a point; thence south $89^{\circ} 58' 20''$ east a distance of 619.71 feet to a point; thence south $9^{\circ} 56' 16.1''$ east a distance of 76.13 feet to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of five (5) years from and after the first day of April, 1915, at a monthly rental of Five Dollars (\$5.00), payable monthly in advance, in gold coin of the United States, at the office of the Harbor Master of said City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee in accepting this lease acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the purpose of conducting and carrying on the business of letting boats for hire, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Manager of Operation of said City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3). That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City shall bear all expense of making any crossing or crossings, and their equitable share in the costs of maintaining the same, the said Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; pro-

vided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipe across said premises, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable nor transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

E. H. Naylor,
Edwin
Lessee

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

I hereby approve the form of the foregoing Lease, this 1st day of June, 1915.

T. B. COSGROVE, City Attorney,

By S. J. Higgins,

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA AND EDWIN H. MAYLOR, certain tide lands, being Document No. 89996.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, SMITH, EMERY AND COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and Fidelity and Deposit Company of Maryland, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of One Thousand Dollars (\$1000.00), lawful money of the United States of America, to be paid to the said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of June, 1915.

The condition of the above and foregoing obligation is such that whereas, the said Principal has entered into the annexed contract with said City of San Diego to inspect all cast iron water pipe purchased by said City during the period of time beginning with the first day of June, 1915, and ending with the first day of June, 1916;

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto caused their corporate names to be subscribed, and their corporate seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

SMITH, EMERY AND COMPANY

(SEAL) ATTEST:

By E. O. Slater

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Harry D. Vandever, (SEAL)

Attorney-in-Fact

Attest By J. Homer Nishwitz,

Agent.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 10th day of June A. D., 1915, before me, E. G. Pomeroy, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared E. O. Slater known to me to be the Vice President of the Smith, Emery & Co. the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation 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.

E. G. Pomeroy

(SEAL)

Notary Public in and for said County and State.

My Commission Expires August 20, 1915.

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 9th day of June, 1915, before me Nelson A. Frazar, a notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Harry D. Vandever, known to me to be the Attorney in Fact, and J. Homer Nishwitz, 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 said Corporation executed the same; that the signatures to said instrument of said Attorney in Fact and Agent, respectively, are the genuine signatures, respectively, of said Harry D. Vandever, its Attorney in Fact, and said J. Homer Nishwitz its Agent.

Nelson A. Frazar,

Notary Public in and for the County of Los Angeles,

(SEAL)

State of California.

I hereby approve the form of the within Bond, this 11th day of June, 1915.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 14th day of June, 1915.

H. N. Manney

P. J. Benbough

Walter P. Moore

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright

City Clerk

By E. D. Johnston, Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into this 7th day of June, A. D. 1915, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by a majority of its Common Council, hereinafter designated as the City, and SMITH, EMERY AND COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City to be kept and performed, and the sums of money hereinafter designated to be paid to said Contractor by said City, said Contractor hereby covenants and agrees to and with said City to inspect for said City all cast iron water pipe purchased by said City during the period of time beginning the first day of June, 1915, and ending and expiring on the first day of June, 1916.

Said Contractor hereby agrees to carefully inspect the said pipe and to see that it conforms in every particular to the specifications for cast iron water pipe contained in Document No. 80165, filed on the 17th day of August, 1914, in the office of the City Clerk

of said City.

Said Contractor agrees to have an inspector at any foundry or foundries where cast iron water pipe purchased by said City shall be cast or manufactured, and to have said inspector at said foundry or foundries at the time that said pipe is cast or manufactured.

Said Contractor agrees to furnish the inspection of said pipe so purchased by said City at and for the rate of fifteen cents (15¢) per ton of two thousand pounds, excepting at foundries where said Contractor does not maintain an inspector, in which instance an additional allowance shall be made for an expense account of the inspector, same to be agreed upon by the Manager of Operation of said City and the Contractor herein.

The said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor herein undertaken by it to be performed, will pay said Contractor, in warrants drawn upon the City Treasury of the City of San Diego, the sum of Fifteen cents (15¢) for each ton of said water pipe inspected; said payments to be made monthly on the amount of water pipe inspected, including both pipe inspected and rejected, and reported by said Contractor.

IN WITNESS WHEREOF, The City of San Diego has caused these presents to be executed by a majority of the members of the Common Council of said City in pursuance of a resolution duly adopted authorizing such execution, and the said Contractor has caused these presents to be executed, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

Walter P. Moore

Members of the Common Council

SMITH, EMERY AND COMPANY (SEAL)

(SEAL) ATTEST:

Allen H. Wright

City Clerk

ATTEST:

By E. O. Slater

I hereby approve the form of the foregoing Contract, this 4th day of June, 1915.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT, between CITY OF SAN DIEGO, CALIFORNIA and SMITH, EMERY & COMPANY, inspect water pipe, being Document No. 90095.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jaques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 14th day of June, 1915, 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 SAN DIEGO AND ARIZONA RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California entitled as follows: "An Act Conveying Certain Tide Lands and Lands Lying Under Inland Navigable Waters Situate in the Bay of San Diego to the City of San Diego in Furtherance of Navigation and Commerce and the Fisheries, and Providing for the Government, Management and Control thereof", approved on the first day of May, 1911, and more particularly described as follows; to-wit:

Beginning at a point on the southwesterly right-of-way line of the Southern California Railway, located south $77^{\circ} 40' 18''$ west, 156.48 feet from the street monument established by the City of San Diego at the southwest corner of the intersection of Ninth Street and N Street; said monument being located at the intersection of a line 7 feet north of and parallel to the south line of N Street and a line 7 feet east of and parallel to the west line of Ninth Street, and also located south $39^{\circ} 18' 48''$ west, 162.95 feet from Engineer's Survey Station "R" 82-49.12 on the located center line of the San Diego and Arizona Railway; thence from the true point of beginning south $39^{\circ} 18' 48''$ west, 200 feet to a point on the old bulkhead line; said old bulkhead line being a line drawn parallel to and 200 feet southwesterly from the southwesterly right-of-way line of the Southern California Railway; thence southeasterly along said old bulkhead line 150 feet to a point; thence south $39^{\circ} 18' 48''$ west, 824 feet to a point on the present established United States Government Bulkhead Line; thence south $50^{\circ} 50'$ east, along the present established United States Government Bulkhead Line 1718.5 feet to a point on the center line of Sixteenth Street prolonged; thence north $39^{\circ} 18' 48''$ east, along the center line of Sixteenth Street prolonged 622 feet to the southwesterly right-of-way line of the Southern California Railway; thence in a northwesterly direction along said southwesterly right-of-way line of the Southern California Railway, 1917 feet to the point of beginning, comprising thirty-four acres, more or less, and located inshore from said United States Government Bulkhead Line; according to map thereof on file in the office of the City Clerk of said City, marked Document No. 88365.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of twenty-five (25) years from and after the 13th day of May, 1915, at a monthly rental of Ten Dollars (\$10.00), payable monthly in advance, in gold coin of the United States, at the office of the Harbor Master of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee, in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the purposes of the construction, operation and maintenance thereon and thereat of such approaches, structures, scales, railway tracks and appliances necessary and incidental to the establishing of the railway and wharf terminal facilities of said Lessee on the Bay of San Diego; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Manager of Operation of said City.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in all or any portion of said premises hereby leased with material taken from the bottom of the Bay, lying adjacent to the land herein leased, outside the permanent bulkhead line, and not with any material brought in from outside the Bay, unless the quantity of material permitted to be taken from the bottom of the Bay lying adjacent to the land herein leased outside the permanent bulkhead line shall not be sufficient for that purpose, in which event material brought in from outside the Bay may be used; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to construct, maintain, own and operate a municipal belt line railroad across said premises; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipes across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said Lease shall not be assignable nor transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided, or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove mentioned, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee, in accepting this lease, hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee

has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

H. N. Manney

P. J. Benbough

Walter P. Moore

Members of the Common Council

SAN DIEGO AND ARIZONA RAILWAY COMPANY.

By W. Clayton,

Vice President

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

E. D. Johnston, Deputy.

(SEAL) ATTEST:

Harry L. Titus,

Secretary.

I hereby approve the form of the foregoing lease, this 16th day of June, 1915.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and SAN DIEGO AND ARIZONA RAILWAY COMPANY, for certain tide lands, being Document No. 90337.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LEASE

THIS INDENTURE, made and entered into this 14th day of June, 1915, 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 J. COURTNEY, of the City of San Diego, County of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at a point 50 feet north of the north line of F Street and 150 feet easterly of and inshore of the bulkhead line thereat; thence east 150 feet more or less; thence north 50 feet; thence west 150 feet more or less to a point 150 feet easterly of and inshore of the bulkhead line and along and on the radius of the curve of said bulkhead line thereat; thence southerly and along and on curve 150 feet radially inside of and parallel to the curve of said bulkhead line thereat; thence to the point of beginning, 50 feet, more or less.

To have and to hold the said premises and each and every part and parcel thereof unto

the said Lessee for the term of ten (10) years from and after the first day of June, 1915, at a monthly rental of Thirty Dollars (\$30.00), payable monthly in advance, in gold coin of the United States, at the office of the Harbor Master of said City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee, in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time, as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter set forth, to-wit:

(1) That said premises shall be used as follows:

For the conducting and maintenance thereon of a plant for packing, canning, and otherwise preserving fish, and for the conducting thereon of a general wholesale and retail fish business, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Manager of Operation of said City.

(2) That said lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipes across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the docking of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable nor transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided, or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council from changing, modifying or annulling this lease by ordinance at any time, as in its judgment shall seem proper; and the said Lessee, in accepting this lease, hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

H. N. Manney

P. J. Benbough

Walter P. Moore,

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

E. D. Johnston, Deputy.

J. Courtney,

Lessee

I hereby approve the form of the foregoing Lease, this 14th day of June, 1915.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and J. COURTNEY, for certain tide lands, being Document No. 90357.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 28th day of June, 1915, 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 S. T. TANABE, of the City of San Diego, County of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at a point on the line of mean high tide 100 feet northwesterly from the intersection of same with the northwesterly line of Crosby Street produced southwesterly; thence southwesterly parallel to said line of Crosby Street to an intersection with the United States Government Bulkhead Line; thence northwesterly along the said bulkhead line 15 feet; thence northeasterly parallel to said line of Crosby Street to an intersection with the line of mean high tide; thence southeasterly following the line of mean high tide, to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of ten (10) years from and after the first day of June, 1915, at a monthly rental of Three and 50/100 Dollars (\$3.50), payable monthly in advance, in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee, in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance thereon of a building for the purpose of carrying on and maintaining a retail and wholesale fish business, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Manager of Operation of the City of San Diego.

(2). That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3). That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or

corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4). That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and the right to lay water pipes across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, and commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided, or such other or different rate as may be provided, as the same shall accrue.

(7). In the event that the said Lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands, on behalf of the City of San Diego, and the said Lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

S. T. Tanabe

Lessee.

(SEAL) ATTEST:

Allen H. Wright

City Clerk

I hereby approve the form of the foregoing Lease, this 28th day of June, 1915.

T. B. COSGROVE, City Attorney

By S. J. Higgins, Deputy City Attorney,

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and S. T. TANABE, for certain tide lands, being Document No. 90812.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 30th day of June, A. D. 1915, 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 JOHN S. HAWLEY, of the City of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries; and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at a point where the northwesterly line of Beardsley Street produced in a southwesterly direction intersects the mean high tide line of San Diego Bay; thence southwesterly along said northwesterly line of Beardsley Street produced in a southwesterly direction a distance of 700 feet; thence northwesterly at right angles to last named line a distance of 45 feet to a point; thence at right angles northeasterly along a line parallel to and distant 45 feet northwesterly from said northwesterly line of Beardsley Street produced in a southwesterly direction to an intersection with the said mean high tide line of San Diego Bay; thence along said mean high tide line to the point or place of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of ten (10) years from and after the first day of June, 1915, or until June 1st, 1925; at a monthly rental of Fifteen Dollars (\$15.00), payable monthly in advance, in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee in accepting this lease acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a building thereon for the purpose of carrying on and maintaining a retail and wholesale fish business, and for the purpose of drying, packing, salting, smoking, freezing, canning and otherwise preserving fish; with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purposes above mentioned; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Manager of Operation of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipes across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the docking of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided, or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee, in accepting this lease hereby acknowledges the right of said

Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

John S. Hawley

Lessee.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 30th day of June, 1915.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and JOHN S. HAWLEY, for certain tide lands, being Document No. 90930.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

MATERIAL AND LABOR BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, THE FAIRCHILD-GILMORE-WILTON COMPANY, 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 any and all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Four thousand nine hundred thirty (4930) Dollars, lawful money of the United States, to be paid in such behalf, 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 and dated by us this 10th day of May, 1915.

The condition of the above obligation is such that whereas, the above bounden principal, The Fairchild-Gilmore-Wilton Company, is about to enter into the annexed contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all necessary labor, tools, machinery, transportation and appliances, for the paving, with asphalt pavement laid upon a concrete base, and for the construction of concrete curbing on Broadway, in said City of San Diego, between the westerly line of Atlantic Street and a line drawn parallel to and 25 feet easterly from the bulkhead line of the Bay of San Diego, as established by the U. S. War Department in 1912, all as shown upon and according

to the plans, drawings and typical cross-sections and specifications contained in Document No. 88354, on file in the office of the City Clerk of said City, copies of which are attached to said contract and made a part thereof, and as in said contract provided; and reference is hereby made to said contract and to said plans, drawings and typical cross-sections and specifications for a particular description of the work to be done and materials to be furnished, in the performance of said work; and,

WHEREAS, the aforesaid penal sum of Four thousand nine hundred thirty dollars (\$4930.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to insure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work:

NOW THEREFORE, if the above bounden principal fails to pay for any materials or supplies furnished for the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, then the said surety will pay the same in an amount not exceeding the sum specified in this bond; provided that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an Act, entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public works,' approved March 27, 1897," approved May 1, 1911.

IN WITNESS WHEREOF, the said principal has caused this bond to be executed and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, this 10th day of May, 1915.

Fairchild-Gilmore-Wilton Co. (SEAL)

Principal.

(Revenue Stamp)

By G. R. Wilton, Prest.

W. E. Burk, Secretary.

UNITES STATES FIDELITY AND GUARANTY COMPANY.

Surety.

By C. W. Oesting, (SEAL)

Attorney in fact

I hereby approve the form of the within Bond, this 10th day of May, 1915.

T. B. Cosgrove

City Attorney.

By M. R. Thorp,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of May, 1915.

Members of the Common Council.

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

(SEAL) ATTEST:

Allen H. Wright

City Clerk

Herbert R. Fay

By Hugh A. Sanders, Deputy.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, THE FAIRCHILD-GILMORE-WILTON COMPANY, 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 Two thousand four hundred seventy (2470) Dollars, lawful money of the United States, to be paid to said City of San Diego, for which payment, 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 and dated by us this 10th day of May, 1915.

The condition of the above obligation is such that whereas, the above bounden principal, The Fairchild-Gilmore-Wilton Company, is about to enter into the annexed contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all necessary labor, tools, machinery, transportation and appliances, for the paving with asphalt pavement laid upon a concrete base, and for the construction of concrete curbing on Broadway, in said City of San Diego, between the westerly line of Atlantic Street and a line drawn parallel to and 25 feet easterly from the bulkhead line of the Bay of San Diego, as established by the U. S. War Department in 1912, all as shown upon and according to the plans, drawings and typical cross-sections and specifications contained in Document No. 88354, on file in the office of the City Clerk of said City, copies of which are attached to said contract and made a part hereof, and as in said contract provided; and reference is hereby made to said contract and to said plans, drawings and typical cross-sections and specifications for a particular description of the work to be done and materials to be furnished, in the performance of said work.

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

IN WITNESS WHEREOF, the said principal has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 10th day of May, 1915.

Fairchild-Gilmore-Wilton Co. (SEAL)

Principal.

By G. R. Wilton, Prest.

W. E. Burk Secretary

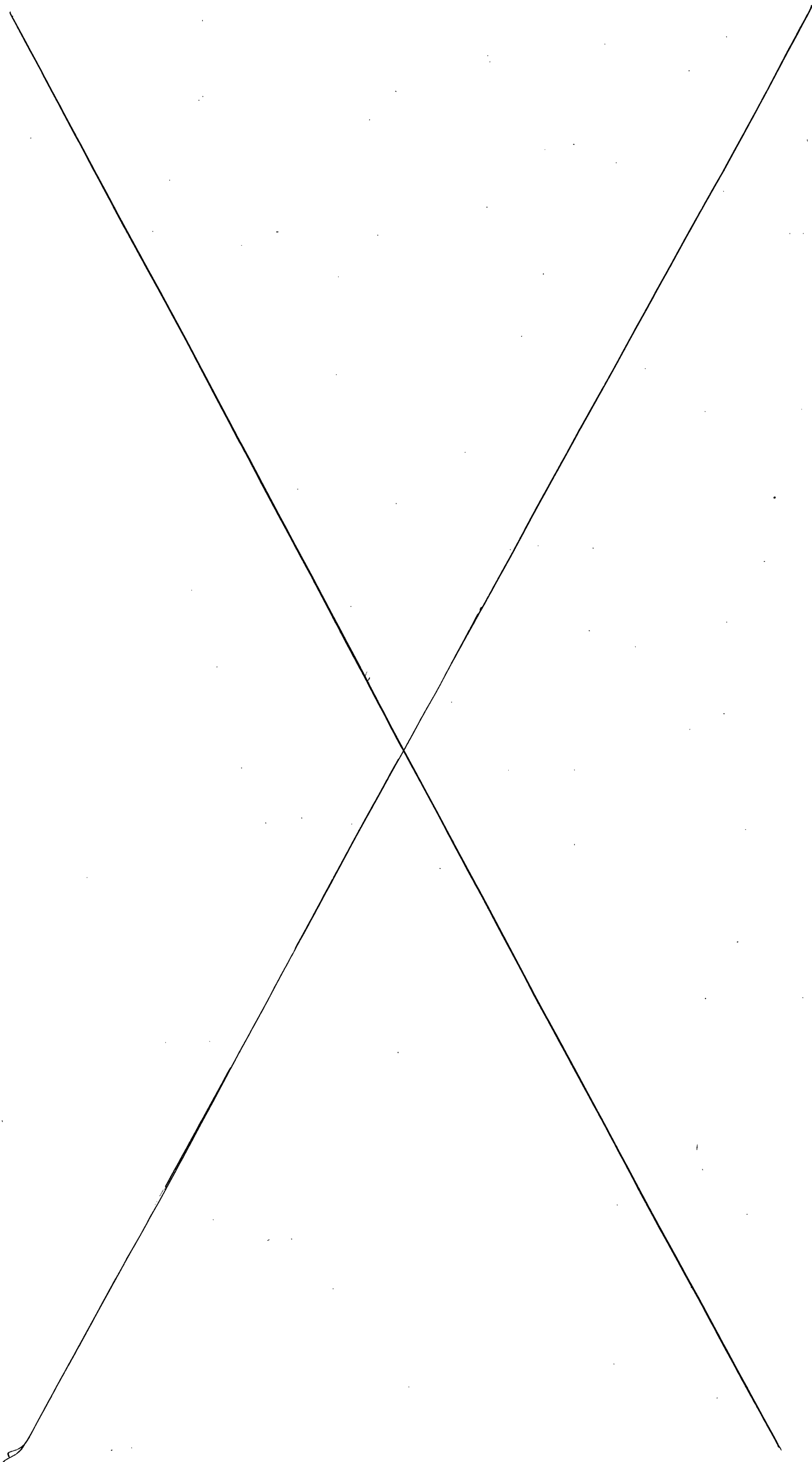
UNITED STATES FIDELITY AND GUARANTY COMPANY.

Surety

By C. W. Oesting, (SEAL)

Attorney in fact.

I hereby approve the form of the within Bond, this 10th day of May, 1915.



T. B. Cosgrove,

City Attorney.

By M. R. Thorp,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of May, 1915.

Members of the Common Council.

O. M. Schmidt,

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, 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 10th day of May, 1915, by and between THE FAIRCHILD-GILMORE-WILTON COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the first part, hereinafter sometimes referred to as the Contractor, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the second part, hereinafter sometimes designated as the City, WITNESSETH:

That said contractor, for and in consideration of the covenants and agreements hereinafter contained on the part of the said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, hereby promises and agrees to and with said City, that it will do and perform, in a good and workmanlike manner, under the direction and to the satisfaction of the Superintendent of Streets of said City, and to the satisfaction of the Common Council of said City, and furnish the necessary labor, tools, machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The paving, with asphalt pavement laid upon a concrete base, of BROADWAY, in said City of San Diego, for the entire width of said street, from the westerly line of Atlantic Street to a line drawn parallel to and 25 feet easterly from the bulkhead line of the Bay of San Diego, as established by the U. S. War Department in 1912, excepting therefrom the following described parcels of land, to-wit:

1. Beginning at the intersection of the westerly line of Atlantic Street with the northerly line of Broadway; thence westerly along said northerly line of Broadway a distance of 595 feet; thence southerly at right angles to said northerly line a distance of 16.5 feet; thence by a curve to the left with a radius of 20 feet, a distance of 31.42 feet; thence easterly parallel to the said northerly line, to an intersection with the west line of Atlantic Street; thence northerly along said west line to the point of beginning.

2. That part of Broadway, lying between two curved lines concentric with and 5 feet either side of a circular curve, center line of radius of 337.34 feet, said center line being more particularly described as follows: Beginning at a point where a line drawn 25

feet easterly from and parallel to the above described bulkhead line intersects a line drawn parallel to and 7.42 feet northerly from the south line of Broadway; thence easterly and northeasterly by a curve of radius of 337.34 feet, convex to the south and tangent to the last described parallel line and extending indefinitely.

3. All that part of the following described parcel which lies south and east of the last described parcel or exception: A strip of land lying along the north side and immediately adjacent to the south line of Broadway, 36.5 feet wide and extending from the west line of Atlantic Street to a line drawn parallel to and 105 feet easterly from the above described bulkhead line.

4. That portion of Broadway lying on the northerly side of a circular arc of radius of 342.34 feet convex to the south and joining two points designated as "first point" and "second point," respectively, in the following description: The "first point" is defined as the intersection of a line drawn parallel to and distant 25 feet east of the above described bulkhead line with a line drawn parallel to and 7.42 feet south of the north line of Broadway; the "second point" is defined as a point on the north line of Broadway distant 95.88 feet east of the above described bulkhead line.

Also, as a part of said work, the construction of concrete curbing along each side of the said paving, between the westerly line of Atlantic Street and a point 595 feet west from the westerly line of Atlantic Street.

All of the said work to be done as shown upon and according to the plans, drawings and typical cross-sections and specifications therefor contained in Document No. 88354, on file in the office of the City Clerk of said City; a copy of which said plans, drawings and typical cross-sections is attached herewith, marked "Exhibit A," and by reference thereto incorporated herein and made a part of this contract.

Said Contractor hereby agrees that it will be bound by each and every part of said plans, drawings and typical cross-sections and specifications, and do and cause to be done all of said work as therein specified, as the same may be interpreted by the City Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such plans, drawings and typical cross-sections and specifications by said Common Council.

Said Contractor hereby agrees to commence the said work on the 15th day of May, 1915, and to prosecute the same with diligence, and complete the said work on or before the 1st day of July, 1915.

It is further agreed by and between the parties hereto that said Contractor shall not assign or sub-contract the said work, or any part thereof, without the consent in writing of the Common Council of said City having been first obtained.

Said Contractor agrees to do and perform all of said work, and furnish all necessary labor, tools, machinery, transportation and appliances, in compliance with said plans, drawings and typical cross-sections and specifications, at and for the following prices, to-wit:

Paving, per square foot, 24 cents;

Curbing, per lineal foot, 38 cents.

Said Contractor further agrees that in the performance of said work in this contract specified, it will fully protect all of said work and improvement in process of construction and completion, and in case of any damage done to any of said work or improvement by reason of the negligence or carelessness of said contractor, his agents or representatives, in the performance of the obligations of this contract, before the final acceptance of the work by said city, said contractor shall repair and replace such damage at its own cost and expense.

Further, said Contractor hereby 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, 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 claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City of San Diego 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 and construction specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914; said certificate of the insurance carrier to bear the date of 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, upon any of the work by this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency, caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen or mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall not be less than two dollars (\$2.00) per day.

It is expressly agreed upon the part of said City that upon the completion of the said work, as provided in this contract, and the acceptance thereof by the Common Council, it will pay to the said Contractor the contract price of said work, to-wit, the sum of twenty-four cents (24¢) per cubic foot for paving, and the sum of thirty-eight cents (38¢) per

lineal foot for curbing, in the following manner, towit: Seventy-five per cent. (75%) thereof upon the acceptance of the said work by the said City, and the remaining twenty-five per cent. (25%) of the said contract price shall be paid to said Contractor thirty-five (35) days after the completion and acceptance of said work; and after said contractor shall have made satisfactory proof that all claims for material and labor furnished and done upon the said work under the terms of this contract, have been fully paid.

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 of the State of California, in effect in said City, shall said City, or any department or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, and the said City of San Diego, by a resolution of its Common Council duly passed and adopted, has caused its corporate name to be hereunto subscribed, and these presents to be executed by a majority of the members of its Common Council, and its corporate seal to be hereunto affixed by the Clerk of said City, the day and year first hereinabove written.

FAIRCHILD-GILMORE-WILTON CO.
Contractor (SEAL)

By G. R. Wilton Prest.
W. E. Burk Secretary
THE CITY OF SAN DIEGO.

By O. M. Schmidt
H. N. Manney
P. J. Benbough
Walter P. Moore
Herbert R. Fay
Members of the Common Council.

(SEAL) ATTEST:
Allen H. Wright,
City Clerk
By Hugh A. Sanders, Deputy.

I hereby approve the form of the foregoing contract, this 10th day of May, 1915.
T. B. COSGROVE, City Attorney.
By M. R. Thorp
Deputy City Attorney.

(SEE ORDINANCE NO 5250 for specifications, same being attached to Original Document No. 89399)
(SEE BLUE PRINTS ATTACHED TO ORIGINAL DOCUMENT)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT, between CITY OF SAN DIEGO, CALIFORNIA and FAIRCHILD-GILMORE-WILTON COMPANY, for paving BROADWAY FROM ATLANTIC STREET TO MUNICIPAL PIER, being Document No. 89399.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Y. A. Jacques Deputy.

(Revenue Stamp)

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, Edward Rohde, doing business under the firm name and style of Rohde Bros., as Principal, and COMMONWEALTH BONDING & CASUALTY INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of ARIZONA, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Seventy-five Dollars, (\$75.00) lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

"Signed by us and dated this 9th day of July, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish all materials and all labor, tools, appliances, transportation, plant and equipment, and to bear all other expense necessary or incidental in and to the performance of the work of installing the plumbing in the building to be known as a public comfort station in Balboa Park, in said City, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 28th day of June, 1915, marked Document No. 90801, and endorsed, "Plans and Spec. Comfort Station in the Park", true copy of which is 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, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand, and said Surety has caused these presents to be executed and its corporate seal hereto affixed by its proper officers thereunto duly authorized.

Edw. Rohde,

Principal

(SEAL)

COMMONWEALTH BONDING AND CASUALTY INSURANCE COMPANY,

By Homer H. Peters, Jr.

Attorney-in-Fact,

By W. J. Mossholder,

Attorney-in-Fact.

I hereby approve the form of the within Bond, this 12th day of July, 1915.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 12th day of July, 1915.

Members of the Common Council

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay.

(SEAL)-ATTEST:

Allen H. Wright,

City Clerk

By Hugh A. Sanders, Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, Edward Rohde, doing business under the firm name and style of Rohde Bros., as Principal, and COMMONWEALTH BONDING AND CASUALTY INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of ARIZONA, as Surety, are held and firmly bound unto all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of One Hundred and Fifty Dollars (\$150.00) good and lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of July, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish all materials and all labor, tools, appliances, transportation, plant and equipment, and to bear all other expense necessary or incidental in and to the performance of the work of installing the plumbing in the building to be known as a public comfort station in Balboa Park, in said City, and as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 28th day of June, 1915, marked Document No. 90801, and endorsed, "Plans and Spec. Comfort Station in the Park", true copy of which is attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of One Hundred and Fifty Dollars (\$150.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

Now therefore, if the above bounden Principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, that the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An Act to secure the payment of the claims of materialmen, mechanics, or laborers employed by contractors upon state, municipal or other public work', approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand, and the said Surety has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized.

Edw. Rohde,

Principal.

COMMONWEALTH BONDING AND CASUALTY INSURANCE COMPANY,

By Homer H. Peters, Jr. (SEAL)

Attorney-in-Fact.

By W. J. Mossholder,

Attorney-in-Fact.

I hereby approve the form of the within Bond, this 12th day of July, 1915.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 12th day of July, 1915.

Members of the Common Council

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Hugh A. Sanders, 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 7th day of July, A. D. 1915, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and EDWARD ROHDE, doing business under the firm name and style of Rohde Bros., of the City of San Diego, State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all labor, tools, appliances, material, equipment, plant and transportation, and to bear all other expense necessary or incidental in and to the performance of the work of installing the plumbing in the building to be known as a public comfort station in Balboa Park, in said City, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 28th day of June, 1915, marked Document No. 90801, and endorsed, "Plans and Spec. Comfort Station in the Park", true copy of which plans and specifications is hereto attached, by reference incorporated herein and made a part of this contract as fully as though written out plainly in this paragraph.

Said Contractor hereby 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 and improvement as specified in said specifications and shown upon said plans, as the same may be interpreted by the inspector to be appointed and authorized by the Board of Park Commissioners of said City to inspect said work in the course of its installation, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon each of such plans and specifications by said Common Council.

Said Contractor agrees to do and perform all of the said work of installation, and to furnish all of the said labor, material and equipment necessary or incidental thereto, as shown on said plans and specifications, at and for the price of Two Hundred and Sixty Dollars (\$260.00). Said Contractor agrees to commence said work within not to exceed ten days from the service upon it by said City of written notice so to do, and to prosecute the same diligently and with a sufficient force of men and equipment so that said work, as shown on said plans and specifications, shall be fully completed on or before 90 days from and after the signing of this contract.

Said City, in consideration of the faithful performance by said Contractor of each,

every and all of the agreements and covenants on the part of said Contractor undertaken by him to be performed, and the acceptance of said work and installation by said City, will pay said Contractor in warrants drawn upon the Park Improvement Fund of said City, the sum of Two Hundred and Sixty Dollars (\$260.00). Said payments to be made as follows:

The first payment, forty per cent of the contract price, that is, One Hundred Four Dollars (\$104.00), as soon as the roughing in has been finished and approved.

The second payment, thirty-five per cent of the contract price, that is, Ninety-one Dollars (\$91.00), upon completion and approval.

The final payment of twenty-five per cent of the contract price, that is, Sixty-five Dollars (\$65.00), shall be made thirty-five days after the completion and acceptance of the work included in this contract.

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

Said Contractor further agrees that in the performance of the work in this contract specified, he will fully protect all work, labor, structures and improvements now completed or in process of completion, where the work shall be performed under the terms of this contract, and in case any damage is done to any work, structures or improvements by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, said Contractor shall repair such damage at his own cost and expense prior to the final acceptance of the work by the Common Council of said City.

Further, said Contractor hereby 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 material or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

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 installation of plumbing specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of 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, upon any of the work in this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this

contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof", approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than two Dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the City, (as determined by said Common Council), of the remaining unused portion of the material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the City to annul the contract, nor shall the failure of the City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress during any month or series of successive months, be construed as a waiver of the right of the City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Inspector appointed by the Board of Park Commissioners of said City, or such other official or officials as said Common Council may appoint, who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of him to be outside the requirements of the contract, or considers any record or ruling of the Inspector as unfair, he shall file with the Common Council a written protest against the same within five days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the execution of the work to be done under the plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, 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.

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; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

Edw. Rohde

Contractor

(SEAL) ATTEST:

Allen H. Wright

City Clerk

I hereby approve the form of the foregoing contract, this 12th day of July, 1915.

T. B. Cosgrove,

City Attorney.

GENERAL SPECIFICATIONS

FOR

A PUBLIC COMFORT STATION.

FOR THE BOARD OF PARK COMMISSIONERS

OF

SAN DIEGO, CALIFORNIA.

To be erected in Balboa Park near West Drive about opposite

Spruce Street, San Diego, California.

Nine Pages.

SPECIFICATIONS OF THE

Labor, materials and workmanship to be employed in the erection and completion of a Public Comfort Station near West Park Drive and Spruce Street, San Diego, California, for The Board of Park Commissioners of San Diego, California.

o-o-o-o-o-o-o-o-o-o-

GENERAL CONDITIONS.

INSPECTOR:- In these specifications, where the word "Inspector" is found, the person referred to is the Inspector duly authorized by the Board of Park Commissioners of San Diego, California.

NOTICE:- The different classes of work hereinafter specified may be let to one Contractor or several Contractors. Each Contractor shall comply with the general specifications and with the specifications of all portions of the work which in any way relates to his work or to his materials. All portions of the work to be executed in strict accordance with the drawings and these specifications, which are intended to correspond with each other; and in any case work mentioned in one or represented in the other is to be done the same as if it had been described and represented in both.

In case of any ambiguity or discrepancy in or between plans or specifications, the

case will be brought to the Inspector for his decision and judgment and in any case the work involved shall be done in the best and strongest manner indicated.

MATERIALS AND LABOR:- Shall be of the best of their several kinds. All materials, labor, scaffolding, apparatus, etc., necessary for the completion of the work shall be provided by the contractor. The Inspector may cause to be removed at any time materials or finished work which do not strictly comply with the plans and specifications. The Contractor is to protect his property and materials during construction and is to replace conforming with plans and specifications any work damaged from any cause whatsoever.

All materials rejected or condemned by the Inspector shall immediately be removed from the premises, shall not be used in the work and shall be substituted with other materials conforming to the plans and specifications.

WORKMANSHIP:- Particular attention must be paid to the workmanship that all shall be done in a neat, workmanlike and skillful manner and exactly as shown and specified. Any work not shown or specified shall be done as directed by the Inspector.

ACCIDENTS:- The Contractor shall be responsible for all accidents which may occur during the progress of the work. He shall carry liability insurance which shall protect the Owner from any loss or damage arising from injuries or accidents caused to workmen, employees or the general public.

FIRE INSURANCE:- As provided in the contract, but the Contractor must use all possible care in guarding against fire and be responsible for the deportment of all the workmen in regard thereto. Smoking shall not be allowed about the premises.

SIGNS:- No advertising signs will be permitted about the premises.

ORDINANCES:- The Contractor shall take out and pay for all City and other ordinances; pay all inspectors' fees, etc.

SUB-CONTRACTORS;- The General Contractor shall have a foreman upon the premises all the time. The foreman shall have authority over all workmen on the job, including those of all sub-contractors.

IN GENERAL:- The Contractor shall assist all other Contractors and workmen at all times when necessary to the carrying out of the work, and all work together to the best advancement of the building, that all construction may be carried out without delay. The Contractor shall at all times have a sufficient number of workmen to carry on the work. The Contractor shall give his personal attention to the work. The Inspector and Superintendent of Parks shall have access to the work at all times.

BONDS:- The Contractor shall give a bond for the full amount of the contract for the faithful completion of his work.

MASON WORK.

SURVEY:- Clear the site of underbrush and remove the bushes only as directed by the Superintendent of Parks. All trees in the vicinity must be carefully protected from harm.

Stake out the building according to the dimensions on the drawings and erect batter boards which are not to be demolished until the foundations are in.

EXCAVATION:- Leave bottom of trenches level and at firm ground. Preserve all excavated earth and dispose as directed by the Park Superintendent.

GRADING:- Backfill around all walls, using moistened, tamped fill. Finish grades as

directed, sloping away from building. The gravel paths indicated are not in this contract.

Bring grade inside of building up to within 4 inches of the finished grade, fill to be puddled and tamped and left firm for concrete floor.

CONCRETE:- All footings, foundation walls, etc., to be of concrete of the dimensions shown, mixture to consist of one part of Colton or Riverside Cement, tested, two and one half parts of clean sand and five parts of clean crushed stone, crusher run, well graded and free from dirt. Turn once dry and once wet, use immediately and tamp well. Form even and level bed for tile work. Openings to be left for pipes where necessary.

CONCRETE FLOORS:- To be four inches thick, sloped, marked off into 2 foot squares, colored with mineral color of mixture as directed above and top finish. Turn up finish at edges to form sanitary base, four inches high, around all walls. Form steps and platform as shown.

TILE WALLS:- In general walls are to be constructed of six and eight inch hollow, terra cotta tile, laid in proper beds with all returns and corners properly worked out. No broken tile will be allowed.

LINTELS:- The lintels over the two doors are to be built up of tile, reinforced with concrete and two pieces of twisted steel, 3/8 inch diameter; the lintels for the windows are to be built in the same manner, using two rods of 3/4 inch steel. Over the doors project 4 inch by twelve by twelve inch tile to form moulded shelter, projecting 6 inches.

MORTAR:- All wall construction is to be set in Portland cement mortar consisting of one part cement to three parts sand all by measure, to be tempered with a little lime putty if necessary. Cement as above. Sand to be clean, sharp river and free from soil and dirt.

CARPENTRY WORK.

PERMIT:- Carpenter is to take out permits and pay for them.

NOTE:- The Carpenter is to have general supervision of the work, lay out all work and approve all measurements.

LUMBER: All lumber is to be of the best quality of Douglas fir or redwood as indicated, to be thoroughly seasoned, of dimensions shown, free from all defects.

ROOF RAFTERS:- Are to be of fir, 2" x 6", dressed, ends cut to pattern.

SIZING:- All lumber to be sized and dressed.

PLATE:- Rafters to be notched and toenailed into a 2" x 6" plate, anchor bolted to walls.

SHEATHING:- Roofs to be formed of 1" x 6" redwood, s.i.s., laid tight, surfaced side down, for Spanish tile.

Exterior finish to be of redwood.

WINDOWS AND DOOR FRAMES:- Rebated, of fir of sizes shown. Grounds to be built into walls for fastening same. After setting, jambs and lintels to be calked with cement.

DOORS:- To be of batten 1-1/8 inch of redwood, glazed. Toilet doors to be 1-1/8 inch cross panel stock fir doors.

WINDOWS:- All sash to be sugar pine, 1-3/8 inch thick, hinged at sides. No rough, splintered or furry surfaces allowed. All mill work must be smooth from mill.

HARDWARE:- All hardware to be included in the bid. Exterior doors to have 12" flush T hinges, galvanized, three to each door. The lock sets are to be rim locks, supplied by

the Park Board but placed by this Contractor.

Supply all hardware for the water-closet partitions, catches, stops, etc., all nickel plated.

Casement sash are to be hung with galvanized butts 12" brass hooks and casement fasteners.

GLAZING:- Windows and doors to be glazed with clear 16 oz. glass free from checks and blisters. To be properly set, trimmed and puttied. All breakage to be repaired at the cost of the Contractor and perfectly cleaned at the completion of the job.

ROOFING.

NOTE:- See that the sheathing is smooth before commencing. Lay lapped roofing felt over sheathing properly fastened to shed water and to make double.

Roof to be of "Spanish" tile, varied in color, hard burned terra cotta. The ends to be worked out with special end tile and ridge to be of No. 1 Mission tile laid water tight in cement. Flash properly around all plumbing pipes.

PAINTING.

EXTERIOR: All sash windows and door frames are to receive one good coat of priming and three coats of pure lead and oil paint, color as selected. All exterior work such as beam ends, barge boards, roof sheathing and doors is to receive a good coat of raw linseed oil and turpentine, well applied and wiped off, mixed with a little brown stain as directed.

EXTERIOR AND INTERIOR METAL WORK:- All metal work, including hardware directed is to receive one good coat of metallic paint and finished with three coats of lead and oil as directed above.

INTERIOR WORK:- All interior work except roof is to receive three coats and priming coat as specified above. Roof to be oiled.

EXTERIOR PLASTER WORK:- Extra figure to be given for painting exterior plaster work with two coats of Acme Cement Coater, selected colors.

INTERIOR PLASTER WORK:- All interior plaster work is to receive a coat of glue size and finished with one good coat of Alabastine, cold water paint or equal.

NOTE:- The painter is to see that all wood and other work is smooth and in perfect condition before commencing work. All material must be brought to the job in original packages and no adulteration or substitution will be allowed. The painter is to read the Carpentry and other specifications for his information. Oily rags must be taken care of and not left about the premises. Do all necessary cleaning and touching up before leaving the job.

PLASTER WORK.

EXTERIOR:- All walls of exterior are to be plastered with two coats of cement stucco, consisting of one part of Portland cement, 1/10 part lime and two parts of sand for first coat and three parts of sand for finish. Form neatly all jambs and lintels. Carry down over concrete walls to 6 inches below finished grade. Moulded work over door as shown.

INTERIOR WORK:- Walls above base are to be plastered two coats and finished with the float to an even fine sand finish, free from brush and tool marks and of other imperfections. Victor plaster or equal to be used.

PARTITION STALLS:

Supply and erect where shown toilet partition stalls of 7/8" sheathing, framed as shown, both sides covered with heavy galvanized iron which is to be painted and sanded. Legs of stalls to be embedded in ^{con}crete floor after being dipped in concrete.

ELECTRIC WIRING.

Wire to outlets shown according to City and Underwriters' regulations. Metal panel box located inside Men's door, recessed in wall. All lights controlled from main switch. Carry conduit to outlets shown. Embed same in wall and carry neatly across roof. Embed conduit in lintels before same are cast.

Cast iron outlet boxes are to be supplied.

Supply and set two canopy outlets in ceiling ready to receive lamps furnished by the Superintendent of Parks. Exterior sign outlets over doors.

Furnish certificate of inspection for wiring and fixtures.

PLUMBING.

CONTRACT:- The Plumbing for this building is to be let as a separate contract. The general conditions of these specifications apply to this Contractor.

The Carpenter will do all cutting, etc. for this Contractor.

PERMIT:- The Plumber is to take out and pay for all permits. He is to keep his work and the premises clean. All fixtures are to be cleaned before acceptance.

CLEANOUTS: He is to set Y's with extra heavy brass screw and caps at each bend.

TESTS:- Proper tests as required are to be made before the Superintendent of Parks or Inspector.

VENTS:- The plumber is to carry the vertical lines up through the roof, and see that the vents are properly flashed and capped out at the required height.

SEWER:- Connect fixtures with a four inch cast iron, standard sewer carried to a point 10 feet beyond the building where it will be picked up and connected to the sewer main by the Park Board.

WATER SUPPLY:- The Park Board will bring the water supply to the point designated on the plans. The plumber is to make the connection at this point and carry the supplies in the customary manner to the fixtures which are to be supplied with cold water only.

FIXTURES:- Closet combination, 5 Kohler Company's Plate #700, enameled earthenware, reverse trap bowl, seat operating pressure tank, 9" diameter, 7½ gallon, galv. iron.

Lavatory, 2 Kohler Company's Plate #1602, enamelled iron complete with Royal self-closing cock, # E 29.

Urinal, 1 Kohler Company's Plate #K 1475, 60¼" x 12¼", enamelled iron, with #K 2242, nickel plated brass P trap, brass wash down pipe and brass behive strainer.

These fixtures or equal.

All fixtures to be perfect.

All work to be left in perfect working order.

FLOOR DRAINS:- Where directed by the Inspector. Contractor is to install two 6" perforated brass removable drains, flush with floor. Same to be trapped and vented in accordance with City ordinance governing same and to be connected to sewer.

(SEE BLUE PRINT ATTACHED TO ORIGINAL DOCUMENT)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between ROHDE BROS. and CITY OF SAN DIEGO, CALIFORNIA, for Comfort Station in Balboa Park, being Document No. 91098.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, T. A. Porter, W. M. Smith and D. B. Cummings, a co-partnership doing business under the firm name and style of Porter, Smith and Cummings, as Principals, and THE AETNA ACCIDENT AND LIABILITY 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 all persons, companies or corporations who perform labor of furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Four Hundred Dollars (\$400.00), good and lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of July, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principals have entered into the annexed contract with the City of San Diego to furnish all materials and all labor, tools, appliances, transportation, plant and equipment, and to bear all other expense necessary or incidental in and to the performance of the work of erecting a building to be known as a public comfort station, to be erected in Balboa Park, near West Drive opposite Quince Street, in said City, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 28th day of June, 1915, marked Document No. 90801, and endorsed, "Plans and Spec. Comfort Station in the Park", true copy of which is 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 Four Hundred Dollars (\$400.00), 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 of any and all persons, companies or corporations who perform labor on or furnish materials to be used in said work;

Now therefor, if the above bounden Principals fail to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, that the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An Act to secure the payment of the claims of materialmen, mechanics, or laborers employed by contractors upon state, municipal or other public work', approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principals have hereunto set their hands, and the said Surety has caused these presents to be executed and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized.

T. A. Porter

W. M. Smith

D. B. Cummings,
Principals

(Revenue Stamps)

THE AETNA ACCIDENT AND LIABILITY COMPANY

By R. F. Bennett

Resident Vice-President

Attest: Leland S. Mann,

Resident Assistant Secretary (SEAL)

Surety.

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

On this 12th day of July, in the year nineteen hundred fifteen, before me, Douglas L. Edmonds, a Notary Public in and for the said County of LOS ANGELES, STATE OF CALIFORNIA, residing therein, duly commissioned and sworn, personally appeared R. F. Bennett, known to me to be the Resident Vice President, and Leland S. Mann, known to me to be the Resident Assistant Secretary of THE AETNA ACCIDENT AND LIABILITY 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.

Douglas L. Edmonds,

(SEAL)

Notary Public in and for said Los Angeles County,

State of California.

I hereby approve the form of the within Bond, this 23rd day of July, 1915.

T. B. Cosgrove,

City Attorney

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 26th day of July, 1915.

Herbert R. Fay,

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, T. A. Porter, W. M. Smith and D. B. Cummings, a co-partnership doing business under the firm name and style of Porter, Smith and Cummings, as Principals, and THE AETNA ACCIDENT AND LIABILITY 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 Dollars (\$200.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of July, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principals have entered into the annexed contract with the City of San Diego to furnish all materials and all labor, tools, appliances, transportation, plant and equipment, and to bear all other expense necessary or incidental in and to the performance of the work of erecting a building to be known as a public comfort station, to be erected in Balboa Park, near West Drive opposite Quince Street, in said City, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 28th day of June, 1915, marked Document No. 90801, and endorsed, "Plans and Spec. Comfort Station in the Park", true copy of which is 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, if the said Principals shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principals have hereunto set their hands, and said Surety has caused these presents to be executed, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized.

(Revenue Stamp)

T. A. Porter
W. M. Smith
D. B. Cummings,
Principals

THE AETNA ACCIDENT AND LIABILITY COMPANY

By R. F. Bennett
Resident Vice-President

Attest: Leland S. Mann
Resident Assistant Secretary

Surety (SEAL)

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

On this 12th day of July, in the year nineteen hundred fifteen, before me, Douglas L. Edmonds, a Notary Public in and for the said County of LOS ANGELES, STATE OF CALIFORNIA, residing therein, duly commissioned and sworn, personally appeared R. F. Bennett, known to me to be the Resident Vice President, and Leland S. Mann, known to me to be the Resident Assistant Secretary of THE AETNA ACCIDENT AND LIABILITY 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.

Douglas L. Edmonds,
Notary Public in and for said Los Angeles County,
(SEAL) State of California.

I hereby approve the form of the within Bond, this 23rd day of July, 1915.

T. B. Cosgrove,
City Attorney.
By S. J. Higgins,
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 26th day of July, 1915.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough,

Walter P. Moore.

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, 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 7th day of July, A. D. 1915, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and T. A. PORTER, W. M. SMITH and D. B. CUMMINGS, a co-partnership doing business under the firm name and style of Porter, Smith and Cummings, parties of the second part, and hereinafter sometimes designated as the Contractors, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractors by said City, in manner and form as hereinafter provided, said Contractors hereby covenant and agree to and with said City to furnish all labor, tools, appliances, material, equipment, plant and transportation, and to bear all other expense necessary or incidental in and to the performance of the work of erecting a building to be known as a public comfort station, to be erected in Balboa Park, near West Drive opposite Quince Street, in said City, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 28th day of June, 1915, marked Document No. 90801, and endorsed, "Plans and Spec. Comfort Station in the Park", true copy of which plans and specifications is hereto attached, by reference incorporated herein and made a part of this contract as fully as though written out plainly in this paragraph.

Said Contractors hereby agree that they will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work and improvement as specified in said specifications and shown upon said plans, as the same may be interpreted by the inspector to be appointed and authorized by the Board of Park Commissioners of said City to inspect said work in the course of its installation, unless an appeal shall be taken to the Common Council of said City, in which case said Contractors agree to be bound by the interpretation placed upon each of such plans and specifications by said Common Council.

Said Contractors agree to do and perform all of the said work of installation, and to furnish all of the said labor, material and equipment necessary or incidental thereto, as shown on said plans and specifications, at and for the price of Six Hundred Eighteen and 65/100 Dollars (\$618.65). Said Contractors agree to commence said work within not to exceed ten days from the service upon it by said City of written notice so to do, and to prosecute the same diligently and with a sufficient force of men and equipment so that said work, as shown on said plans and specifications, shall be fully completed on or before 90 days from and after the signing of this contract.

Said City, in consideration of the faithful performance by said Contractors of each,

every and all of the agreements and covenants on the part of said Contractors undertaken by them to be performed, and the acceptance of said work and installation by said City, will pay said Contractors in warrants drawn upon the Park Improvement Fund of said City, the sum of Six Hundred Eighteen and 65/100 Dollars (\$618.65). Said payments to be made as follows:

A first payment of One Hundred Fifty-four and 66/100 Dollars (\$154.66) when the work has been completed to the first floor level.

A second payment of One Hundred Fifty-four and 66/100 Dollars (\$154.66) when the roof sheathing has been completed;

A third payment of One Hundred Fifty-four and 66/100 Dollars (\$154.66) at the completion and acceptance of the work;

A final payment of One Hundred Fifty-four and 67/100 Dollars (\$154.67), plus any authorized extras, thirty-five days after the completion of the work included in this contract,

Said Contractors further agree that they will not underlet nor assign this contract, nor any part thereof, to any one, without the consent in writing of the Common Council of said City having been first obtained.

Said Contractors further agree that in the performance of the work in this contract specified, they will fully protect all work, labor, structures and improvements now completed or in process of completion, at the place or in the vicinity of the place, where the work shall be performed under the terms of this contract, and in case any damage is done to any work, structures or improvements by reason of the negligence or carelessness of said Contractors in the performance of the obligations of this contract, said Contractors shall repair such damage at their own cost and expense prior to the final acceptance of the work by the Common Council of said City.

Further, said Contractors hereby agree to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for material or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at their own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractors further agree to furnish said City with a certificate of the insurance carrier with whom said Contractors are carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work and construction specified in this contract, and insuring said Contractors against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of expiration of said policy.

Said Contractors further agree and covenant that neither said Contractors, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic, upon any of the work in this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided,

agreed and covenanted that said Contractors shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractors, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof", approved March 10th, 1903.

Said Contractors further agree that the compensation to be paid for labor upon or work performed under this contract shall be not less than two dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractors, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City, over what the work would have cost at the contract rate, after crediting the Contractors with the value to the City (as determined by said Common Council), of the remaining unused portion of the material so purchased, shall be deducted from any sums due or to become due to the Contractors. The right is reserved to the City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the City to annul the contract, nor shall the failure of the City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress during any month or series of successive months, be construed as a waiver of the right of the City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Inspector appointed by the Board of Park Commissioners of said City, or such other official or officials as said Common Council may appoint, who will enforce strict compliance with the terms of this contract.

If the Contractors consider any work required of them to be outside the requirements of the contract, or consider any record or ruling of the Inspector as unfair, they shall file with the Common Council a written protest against the same within five days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the execution of the work to be done under the plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the Contractors of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the Contractors on account of such change or changes, except upon formal written agreement between the parties hereto.

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; also that no extra work shall be done by said Contractors unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractors have hereunto set their hands the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council.

T. A. Porter

W. M. Smith

D. B. Cummings

Contractors.

(SEAL) ATTEST:

Allen H. Wright

City Clerk

I hereby approve the form of the foregoing contract, this 23rd day of July, 1915.

T. B. Cosgrove

City Attorney

By S. J. Higgins,

Deputy City Attorney

(FOR GENERAL SPECIFICATIONS SEE PAGE 86 AS APPLYING TO

PLUMBING FOR COMFORT STATION)

(FOR BLUE PRINTS SEE ORIGINAL DOCUMENT)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between PORTER, SMITH & CUMMINGS, construction of COMFORT STATION IN PARK and the CITY OF SAN DIEGO, CALIFORNIA, being Document No. 91099.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Ya Jacques Deputy.

MATERIAL AND LABOR BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, WEST COAST ENGINEERING COMPANY, a corporation, as principal, and New Amsterdam 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 any and all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Twenty-five hundred dollars (\$2500.00), lawful money of the United States, to be paid in such behalf, 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 and dated by us this 6th day of April, 1915.

The condition of the above obligation is such that whereas, the above bounden principal, West Coast Engineering Company is about to enter into a contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to do and perform, in a good and workmanlike manner, under the direction and to the satisfaction of the Superintendent of Streets of said City, and to the satisfaction of the Common Council of said City, and to furnish the necessary labor, tools, machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The filling and grading of all that portion of H Street, in the City of San Diego, California, particularly described as follows, to-wit: Commencing at a point on the west line of Pascoe Street, in said City, distant 25 feet south from the north line of H Street; running thence easterly on a line parallel to and distant 25 feet south from the north line of H Street, a distance of 1200 feet; thence southerly a distance of 30 feet; thence westerly on a line parallel to and distant 45 feet north from the south line of H Street, a distance of 1200 feet; thence northerly a distance of 30 feet, to the point or place of beginning; all as shown upon and according to the plans, drawings and typical cross-sections, specifications and profile contained in Document No. _____, on file in the office of the City Clerk of said City; a copy of which said plans, drawings, typical cross-sections, specifications and profile is attached to said contract, marked "Exhibit A," and made a part thereof, as in said contract provided; and reference is hereby made to said contract and to said plans, drawings and typical cross-sections, specifications and profile for a particular description of the work to be done and materials to be furnished in the performance of said work; and,

WHEREAS, the aforesaid penal sum of Twenty-five hundred dollars (\$2500.00), 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 of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work:

NOW, THEREFORE, if the above bounden principal fails to pay for any materials or supplies furnished for the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, then the said surety will pay the same in an amount not exceeding the sum specified in this bond; provided that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an Act, entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public works,' approved March 27, 1897," and approved May 1, 1911.

IN WITNESS WHEREOF, the said principal has caused this bond to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized this 6th day of April, 1915.

West Coast Eng. Co.

Principal (SEAL)

By H. W. Wells,

President

New Amsterdam Casualty Co.

Surety. (SEAL)

By C. B. Davis

Attorney in fact.

I hereby approve the form of the within Bond, this 7th day of April, 1915.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 7th day of April, 1915.

Herbert R. Fay

P. J. Benbough

H. N. Manney

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By W. E. Bartlett Deputy.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, WEST COAST ENGINEERING COMPANY, a corporation, as principal, and New Amsterdam 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 Twelve hundred fifty dollars (\$1250.00), lawful money of the United States of America, to be paid to said 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 and dated by us this 6th day of April, 1915.

The condition of the above obligation is such that whereas, the above bounden principal, West Coast Engineering Company, is about to enter into a contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to do and perform, in a good and workmanlike manner, under the direction and to the satisfaction of the Superintendent of Streets of said City, and to the satisfaction of the Common Council of said City, and to furnish the necessary labor, tools, machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The filling and grading of all that portion of H Street, in the City of San Diego, California, particularly described as follows, to-wit: Commencing at a point on the west line of Pascoe Street, in said City, distant 25 feet south from the north line of H Street; running thence easterly on a line parallel to and distant 25 feet south from the north line of H Street, a distance of 1200 feet; thence southerly a distance of 30 feet; thence westerly on a line parallel to and distant 45 feet north from the south line of H Street, a distance of 1200 feet; thence northerly a distance of 30 feet, to the point or place of beginning; all as shown upon and according to the plans, drawings, typical cross-sections, specifications and profile contained in Document No. _____, on file in the office of the

City Clerk of said City; a copy of which said plans, drawings, typical cross-sections, specifications and profile is attached to said contract, marked "Exhibit A," and made a part thereof, as in said contract provided; and reference is hereby made to said contract and to said plans, drawings, typical cross-sections, specifications and profile for a particular description of the work to be done and materials to be furnished in the performance of said work;

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

IN WITNESS WHEREOF, the said principal has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 6th day of April, 1915.

West Coast Eng. Co.

Principal. (SEAL)

By H. W. Wells,

President.

New Amsterdam Casualty Co.

Surety (SEAL)

By C. B. Davis

Attorney in fact.

I hereby approve the form of the within Bond, this 7th day of April, 1915.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 7th day of April, 1915.

Herbert R. Fay

P. J. BENbough

H. N. Manney

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright

City Clerk

By W. E. Bartlett 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 7th day of April, A. D. 1915, by and between WEST COAST ENGINEERING COMPANY, a corporation, party of the first part, hereinafter sometimes referred to as the Contractor, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the second part, hereinafter sometimes designated as the City, WITNESSETH:

That said contractor, for and in consideration of the covenants and agreements hereinafter contained on the part of the said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, hereby promises and agrees to and with said City, that it will do and perform, in a good

and workmanlike manner, under the direction and to the satisfaction of the Common Council of said City, and furnish the necessary labor, tools, machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The filling and grading of all that portion of H Street, in the City of San Diego, California, particularly described as follows, to-wit: Commencing at a point on the west line of Pascoe Street, in said City, distant 25 feet south from the north line of H Street; running thence easterly on a line parallel to and distant 25 feet south from the north line of H Street, a distance of 1200 feet; thence southerly a distance of 30 feet; thence westerly on a line parallel to and distant 45 feet north from the south line of H Street, a distance of 1200 feet; thence northerly a distance of 30 feet, to the point or place of beginning; all as shown upon and according to the plans, drawings, typical cross-sections, specifications and profile contained in Document No. 87953, on file in the office of the City Clerk of said City; a copy of which said plans, drawings, typical cross-sections, specifications and profile is hereto attached, marked "Exhibit A," and made a part of this contract.

Said Contractor hereby agrees that it will be bound by each and every part of said plans, drawings, typical cross-sections, specifications and profile, and do and cause to be done all of said work as therein specified, as the same may be interpreted by the City Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such plans, drawings, typical cross-sections, specifications and profile by said Common Council.

Said Contractor hereby agrees to commence the said work on the _____ day of _____, 1915, and to prosecute the same with diligence and complete the said work on or before the _____ day of _____, 1915.

It is further agreed by and between the parties hereto that said Contractor shall not assign or sub-contract the said work, or any part thereof, without the consent in writing of the Common Council of said City having been first obtained.

Said Contractor agrees to do and perform all of said work, and furnish all necessary labor, tools, machinery, transportation and appliances, in compliance with said plans, drawings, typical cross-sections, specifications and profile, at and for the following prices, to-wit:

Grading and fill, twenty cents (20¢) per cubic yard of fill, measured in the cut.

Said Contractor further agrees that in the performance of said work in this contract specified, it will fully protect all of said work and improvement in process of construction or completion, and in case of any damage done to any of said work or improvement by reason of the negligence or carelessness of said contractor, his agents or representatives, in the performance of the obligations of this contract, before the final acceptance of the work by said city, said contractor shall repair and replace such damage at its own cost and expense.

Further, said Contractor hereby 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, 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 claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City of San Diego 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 and construction specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914; said certificate of the insurance carrier to bear the date of 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, upon any of the work by this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency, caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen or mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall not be less than two dollars (\$2.00) per day.

It is expressly agreed upon the part of said City that upon the completion of the said work, as provided in this contract, and the acceptance thereof by the Common Council, it will pay to the said Contractor the contract price of said work, to-wit, the sum of twenty cents (20¢) per cubic yard of fill measured in the cut, in the following manner, to-wit: seventy-five per cent. (75%) thereof upon the acceptance of the said work by the said City, and the remaining twenty-five per cent. (25%) of the said contract price shall be paid to said Contractor thirty-five days after the completion and acceptance of said work, and after said Contractor shall have made satisfactory proof that all claims for material and labor furnished and done upon the said work under the terms of this contract, have been fully paid.

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 of the State of California, in effect in said City, shall said City, or any department or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, and the said City of San Diego, by a resolution of its Common Council duly

passed and adopted, has caused its corporate name to be hereunto subscribed, and these presents to be executed by a majority of the members of its Common Council, and its corporate seal to be hereunto affixed by the Clerk of said City, the day and year first hereinabove written.

West Coast Eng. Co.

(SEAL)

Contractor

By H. W. Wells,

President.

THE CITY OF SAN DIEGO.

By Herbert R. Fay

P. J. Benbough

H. N. Manney

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By W. E. Bartlett Deputy.

I hereby approve the form of the foregoing contract, this 7th day of April, 1915.

T. B. COSGROVE, City Attorney.

By M. R. Thorp Deputy.

(FOR SPECIFICATIONS SEE ORDINANCE NO. 3510)

(FOR BLUE PRINTS SEE ORIGINAL DOCUMENT.)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND, between CITY OF SAN DIEGO, CALIFORNIA and WEST COAST ENGINEERING COMPANY, grade portion of H Street, being Document No. 88319.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

WHEREAS, there was heretofore made and entered into by and between the City of San Diego, County of San Diego, State of California, party of the first part, and the West Coast Engineering Company, a corporation, party of the second part, a contract for the filling and grading of "H" Street, in said City, from Pascoe Street to a point eleven hundred feet (1100) north from the north curb of Pascoe Street, which contract is dated the 5th day of April, 1915, and

WHEREAS, the said West Coast Engineering Company, is desirous of selling and assigning said contract to M. D. Goodbody of the City of San Diego, County of San Diego, State of California, and said M. D. Goodbody is desirous of purchasing and securing the assignment of said contract, now, therefore, WITNESSETH:

For and in consideration of the sum of One dollar and other good and valuable consideration in hand paid to the West Coast Engineering Company, a corporation, the receipt of which is fully acknowledged by said corporation from said M. D. Goodbody, the said West Coast Engineering Company, a corporation, hereby sells, assigns and sets over all its right, title and interest in and to said contract dated said 5th day of April, 1915, to the said M. D. Goodbody, to have and to hold the same free and clear of all claims of the said corporation whatsoever.

And the said M. D. Goodbody in consideration of said sale and assignment agrees to assume all of the conditions and obligations contained in said contract and imposed upon the said West Coast Engineering Company, and to keep said West Coast Engineering Company harmless therefrom.

IN WITNESS WHEREOF, the West Coast Engineering Company, a corporation, has by its president and secretary thereunto duly authorized, signed these presents and caused its corporate seal to be affixed hereto this 10th day of April, 1915.

WEST COAST ENGINEERING COMPANY

By H. W. Wells,

President (SEAL)

By S. H. Milborne

Secretary.

State of California,) SS:
County of San Diego.)

On this 12th day of April, 1915, before me Lillian Arnett a Notary Public in and for said State and County, residing therein, duly commissioned and qualified, personally appeared H. W. Wells, known to me to be the President and S. H. Milbourne, known to me to be the Secretary of the West Coast Engineering Company, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Lillian Arnett

Notary Public in and for the County of San Diego,

(SEAL)

State of California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ASSIGNMENT OF CONTRACT, on H STREET grading from WEST COAST ENGINEERING COMPANY to M. D. GOODBODY, being Document No. 91829.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

MATERIAL AND LABOR BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, M. D. GOODBODY, 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 any and all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Two hundred fifty dollars (\$250.00), lawful money of the United States, to be paid in such behalf, 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 and dated by us this 6th day of July, A. D. 1915.

The condition of the above obligation is such that whereas, the above bounden principal, M. D. Goodbody, is about to enter into a contract with the City of San Diego, a municipal

corporation in the County of San Diego, State of California, to do and perform, in a good and workmanlike manner, under the direction and to the satisfaction of the Superintendent of Streets of said City, and to the satisfaction of the Common Council of said City, and to furnish the necessary labor, tools machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The grading, to the provisional grade indicated by the profiles contained in Exhibit A, attached to said contract, of that portion of H Street, in said City of San Diego, particularly described as follows, to-wit:

Commencing at a point in said H Street 1200 feet east of the west line of Pascoe Street and 25 feet south of the north line of said H Street; running east on a line parallel with and distant 25 feet south from the north line of H Street to the easterly boundary line of the City of San Diego; thence southeasterly along said boundary line to a point on said boundary line 55 feet due south of the north line of H Street produced east; thence west on a line parallel with and distant 55 feet south from the said north line of H Street produced east and the north line of H Street, to a point due south of said point of beginning; thence north to the point or place of beginning; and also, as a part of said work the surfacing of that portion of said H Street already graded, lying between the west line of Pascoe Street and a point 1200 feet east of said west line of Pascoe Street, such surfacing to be done and made with the soil, clay and material taken from the excavations to be made by the grading above described; all of said grading and surfacing to be done as shown upon and according to the profiles, plans, drawings and typical cross-sections and specifications attached to said contract, marked "Exhibit A," and made a part thereof, all as in said contract provided; and reference is hereby made to said contract, and to said profiles, plans, drawings and typical cross-sections and specifications for a particular description of the work to be done and materials to be furnished in the performance of said work; and,

WHEREAS, the aforesaid penal sum of Two hundred fifty dollars (\$250.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

NOW, THEREFORE, if the above bounden principal fails to pay for any materials or supplies furnished for the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, then the said surety will pay the same in an amount not exceeding the sum specified in this bond; provided that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an Act, entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon State, Municipal or other public works,'" approved March 27, 1897," and approved May 1, 1911.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, this 6th day of July, 1915.

M. D. Goodbody,

Principal.

MARYLAND CASUALTY COMPANY,

(SEAL)

(SEAL)

Surety.

By F. E. Edelen,

Its Attorney-in-Fact.

ATTEST:

By P. Reese Perkins.

Its Attorney-in-fact.

I hereby approve the form of the within Bond, this 6th day of July, 1915.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 6th day of July, 1915.

Members of the Common Council

(SEAL) ATTEST:

O. M. Schmidt

Allen H. Wright,

H. N. Manney

City Clerk.

P. J. Benbough

By Hugh A. Sanders Deputy.

Walter P. Moore

Herbert R. Fay

B O N D.

KNOW ALL MEN BY THESE PRESENTS, that we, M. D. GOODBODY, 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 hundred twenty-five dollars (\$125.00), lawful money of the United States of America, to be paid to said City of San Diego, for which payment, 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 and dated by us this 6th day of July, A. D. 1915.

The condition of the above obligation is such that whereas, the above bounden principal, M. D. Goodbody, is about to enter into a contract with The City of San Diego, a municipal corporation in the County of San Diego, State of California, to do and perform, in a good and workmanlike manner, under the direction and to the satisfaction of the Superintendent of Streets of said City, and to the satisfaction of the Common Council of said City, and to furnish the necessary labor, tools, machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The grading, to the provisional grade indicated by the profiles contained in Exhibit A, attached to said contract, of that portion of H Street, in said City of San Diego, particularly described as follows, to-wit:

Commencing at a point in said H Street, 1200 feet east of the west line of Pascoe Street and 25 feet south of the north line of said H Street; running thence east on a line parallel with and distant 25 feet south from the north line of H Street to the easterly boundary line of the City of San Diego; thence southeasterly along said boundary line to a point on said boundary line 55 feet due south of the north line of H Street produced east;

thence west on a line parallel with and distant 55 feet south from the said north line of H Street produced east and the north line of H Street, to a point due south of said point of beginning; thence north to the point or place of beginning; and also, as a part of said work, the surfacing of that portion of said H Street already graded, lying between the west line of Pascoe Street and a point 1200 feet east of the said west line of Pascoe Street, such surfacing to be done and made with the soil, clay and material taken from the excavations to be made by the grading above described. All of said grading and surfacing to be done as shown upon and according to the profiles, plans, drawings and typical cross-sections and specifications attached to said contract, marked "Exhibit A," and made a part thereof, all as in said contract provided; and reference is hereby made to said contract, and to said profiles, plans, drawings and typical cross-sections and specifications for a particular description of the work to be done and materials to be furnished in the performance of said work.

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

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this bond to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, this 6th day of July, 1915.

M. D. Goodbody,

Principal.

MARYLAND CASUALTY COMPANY,

Surety.

(SEAL)

By F. F. Edelen

Its Attorney-in-fact.

ATTEST:

By P. Reese Perkins,

Its Attorney-in-fact.

I hereby approve the form of the within Bond, this 6th day of July, 1915.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 6th day of July, 1915.

Members of the Common Council.

O. M. Schmidt

(SEAL) ATTEST:

H. N. Manney

Allen H. Wright,

P. J. Benbough.

City Clerk.

Walter P. Moore,

By Hugh A. Sanders, Deputy.

Herbert R. Fay

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 6th day of July, A. D. 1915, by and between M. D. GOODBODY, of the City of San Diego, California, party of the first part, hereinafter sometimes referred to as the Contractor, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San

Diego, State of California, the party of the second part, hereinafter sometimes designated as the City, WITNESSETH:

That said contractor, for and in consideration of the covenants and agreements hereinafter contained on the part of the said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, hereby promises and agrees to and with said City, that he will do and perform, in a good and workmanlike manner, under the direction and to the satisfaction of the Superintendent of Streets of said City, and to the satisfaction of the Common Council of said City, and furnish the necessary labor, tools, machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The grading, to the provisional grade indicated by the profiles contained in Exhibit A, hereto attached, of that portion of H Street, in said City of San Diego, particularly described as follows, to-wit:

Commencing at a point in said H Street, 1200 feet east of the west line of Pascoe Street and 25 feet south of the north line of said H Street; running thence east on a line parallel with and distant 25 feet south from the north line of H Street to the easterly boundary line of the City of San Diego; thence southeasterly along said boundary line to a point on said boundary line 55 feet due south of the north line of H Street produced east; thence west on a line parallel with and distant 55 feet south from the said north line of H Street produced east and the north line of H Street, to a point due south of said point of Beginning; and also, as a part of said work, the surfacing of that portion of said H Street already graded, lying between the west line of Pascoe Street and a point 1200 feet east of said west line of Pascoe Street, such surfacing to be done and made with the soil, clay and material taken from the excavations to be made by the grading above described. All of said grading and surfacing to be done as shown upon and according to the profiles, plans, drawings and typical cross-sections and specifications attached hereto, marked "Exhibit A," and made a part of this contract.

Said contractor hereby agrees that he will be bound by each and every part of said plans, drawings, typical cross-sections, specifications and profiles, and do and cause to be done all of said work as therein specified, as the same may be interpreted by the City Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said contractor agrees to be bound by the interpretation placed upon such plans, drawings, typical cross-sections specifications and profiles by said Common Council.

Said contractor hereby agrees to commence the said work on the 6th day of July, 1915, and to prosecute the same with diligence and complete the said work on or before the 6th day of October, 1915.

It is further agreed by and between the parties hereto that said contractor shall not assign or sub-contract the said work, or any part thereof, without the consent in writing of the Common Council of said City having been first obtained.

Said Contractor agrees to do and perform all of said work, and furnish all necessary labor, tools, machinery, transportation and appliances, in compliance with said profiles, plans, drawings, typical cross-sections and specifications, at and for the following prices, to-wit:

For the sum of four hundred eighty-two dollars (\$482.00).

Said contractor further agrees that in the performance of said work in this contract specified, he will fully protect all of said work and improvement in process of construction or completion, and in case of any damage done to any of said work or improvement by reason of the negligence or carelessness of said contractor, his agents or representatives, in the performance of the obligations of this contract, before the final acceptance of the work by said City, said contractor shall repair and replace such damage at his own cost and expense.

Further, said contractor hereby 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, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said city of San Diego 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 and construction specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914; said certificate of the insurance carrier to bear the date of 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, upon any of the work by this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency, caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said city ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen or mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10, 1903.

Said contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall not be less than two dollars (\$2.00) per day.

It is expressly agreed upon the part of said City that upon the completion of the said work, as provided in this contract, and the acceptance thereof by the Common Council, it will

pay to the said contractor the contract price of said work, to-wit: the sum of four hundred eighty-two dollars (\$482.00), in the following manner, to-wit: Seventy-five per cent. (75%) thereof upon the acceptance of the said work by the said City, and the remaining twenty-five per cent. (25%) of the said contract price shall be paid to said contractor thirty-five days after the completion and acceptance of said work, and after said contractor shall have made satisfactory proof that all claims for material and labor furnished and done upon the said work under the terms of this contract, have been fully paid.

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 of the State of California, in effect in said City, shall said City, or any department or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, the said Contractor has hereunto subscribed his name, and the said City of San Diego, by a resolution of its Common Council duly passed and adopted, has caused its corporate name to be hereunto subscribed, and these presents to be executed by a majority of the members of its Common Council, and its corporate seal to be hereunto affixed by the Clerk of said City, the day and year first hereinabove written.

M. D. Goodbody,
Contractor.

THE CITY OF SAN DIEGO.

By O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council.

SEAL ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing Contract, this 6th day of July, 1915.

T. B. COSGROVE, City Attorney.

By M. R. Thorp

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between CITY OF SAN DIEGO, CALIFORNIA and M. D. GOODBODY, grade portion of H Street, being Document No. 91070.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LEASE.

THIS INDENTURE, made and entered into this 7th day of July, A. D. 1915, 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 WILLIAM NEILL, of the City of San Diego, County of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee all those lands bordering and extending into the Bay of San Diego, and being a portion of 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, through the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at a point which is north $89^{\circ} 58' 20''$ west a distance of 312.83 feet from the intersection of the west line of Atlantic Street and the northwesterly line of Grape Street; thence north $89^{\circ} 58' 20''$ west a distance of 50 feet; thence south $0^{\circ} 01' 40''$ west 35 feet; thence south $89^{\circ} 58' 20''$ east a distance of a distance of 59.70 feet; thence north $15^{\circ} 27' 20''$ west a distance of 36.32 feet to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of five (5) years from and after the first day of July, 1915, at a monthly rental of five dollars (\$5.00), payable monthly in advance, in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee in accepting this lease acknowledges the right of the said City to re-adjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance of a building thereon for the purpose of carrying on and conducting a boat renting and transportation business, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Manager of Operation of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes

any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipe across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee, in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council.

William Neill

Lessee.

I hereby approve the form of the foregoing Lease, this 7th day of July, 1915.

T. B. COSGROVE, City Attorney.

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and WILLIAM NEILL, for certain tide lands, being

Document No. 91079.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

Los Angeles, Calif., July 16, 1915.

The undersigned certifies that through its duly authorized Agents, J. B. NABORS and SONS, it has issued, and there is now effective, an Unlimited Compensation Policy, Number C-3278, covering the entire liability of FAIRCHILD-GILMORE-WILTON CO. under Chapter 176, California Laws of 1913, known as the Workmen's Compensation Insurance and Safety Act. Said Policy expires March 1st, 1918.

And the undersigned for a valuable consideration, which has heretofore passed, hereby agrees that it will not cancel the Policy above referred to without notifying the City of San Diego, in writing, at least five days prior to such cancellation becoming effective.

COMMONWEALTH BONDING and CASUALTY INSURANCE COMPANY

By Wilbert Pearson,

Attorney in Fact (SEAL)

MATERIAL AND LABOR BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, THE FAIRCHILD-GILMORE-WILTON COMPANY, a corporation, as principal, and United States Fidelity and Guaranty Co. 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 any and all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Five hundred dollars (\$500.00), lawful money of the United States, to be paid in such behalf, 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 and dated by us this 15th day of July, A. D. 1915.

The condition of the above obligation is such that whereas, the above bounden principal, The Fairchild-Gilmore-Wilton Company, is about to enter into a contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to do and perform, in a good and workmanlike manner, under the direction and to the satisfaction of the Superintendent of Streets of said City, and to the satisfaction of the Common Council of said City, and to furnish the necessary labor, tools, machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The paving, with asphalt pavement laid upon a concrete base, of the westerly 59.3 feet of the intersection of Atlantic Street with Broadway, in said City of San Diego; the cross-section of the completed pavement to be eight inches of concrete base, one inch binder course, and two inches of asphalt wearing surface; said paving to be done according to the specifications contained in Ordinance No. 5176 of the ordinances of said City of San Diego; and also, the construction of 95 feet of cement concrete curbing, in connection with said paving; said curbing to be constructed according to the specifications contained in Ordinance No. 5250 of the ordinances of said City; a copy of said Ordinance No. 5176 and said Ordinance No. 5250

are attached to said contract, marked "Exhibit A," and "Exhibit B," respectively, and by reference thereto incorporated therein and made a part thereof; and reference is hereby made to said contract and to said specifications contained in said Ordinances No. 5176 and No. 5250, for a particular description of the work to be done and materials to be furnished, in the performance of said work; and,

WHEREAS, the aforesaid penal sum of five hundred dollars (\$500.00), being not less than one-half the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be ~~to be~~ used in the said work:

NOW, THEREFORE, if the above bounden principal fails to pay for any materials or supplies furnished for the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, then the said surety will pay the same in an amount not exceeding the sum specified in this bond; provided that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an Act, entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public works,' approved March 27, 1897," and approved May 1, 1911.

IN WITNESS WHEREOF, the said principal and surety have caused these presents to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers, thereunto duly authorized, this 15th day of July, 1915.

FAIRCHILD-GILMORE-WILTON CO.

Principal. (SEAL)

F. P. Griffith V. Pr.

ATTEST:

W. E. Bush

UNITES STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting,

ATTEST:

(SEAL) Attorney in Fact.

M. J. White.

I hereby approve the form of the within Bond, this 15th day of July, 1915.

T. B. Cosgrove,

City Attorney

By M. R. Thorp

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 19th day of July, 1915.

O. M. Schmidt,

H. N. Manney

P. J. Benbough

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Hugh A. Sanders, Deputy.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, THE FAIRCHILD-GILMORE-WILTON COMPANY, as

principal, and United States Fidelity and Guaranty Co. a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Two hundred fifty dollars (\$250.00), lawful money of the United States of America, to be paid to said City of San Diego, for which payment, 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 and dated by us this 15th day of July, A. D. 1915.

The condition of the above obligation is such that whereas, the above bounden principal, The Fairchild-Gilmore-Wilton Company, is about to enter into a contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to do and to the satisfaction of the Superintendent of Streets of said City, perform, in a good and workmanlike manner, under the direction and to the satisfaction of the Common Council of said City, and to furnish the necessary labor, tools, machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The paving, with asphalt pavement laid upon a concrete base, of the westerly 59.3 feet of the intersection of Atlantic Street with Broadway, in said City of San Diego; the cross-section of the completed pavement to be eight inches of concrete base, one inch binder course, and two inches of asphalt wearing surface; said paving to be done according to the specifications contained in Ordinance No. 5176 of the ordinances of said City of San Diego; and also, the construction of 95 feet of cement concrete curbing, in connection with said paving; said curbing to be constructed according to the specifications contained in Ordinance No. 5250 of the ordinances of said City; a copy of said Ordinance No. 5176 and said Ordinance No. 5250 are attached to said contract, marked "Exhibit A," and "Exhibit B," respectively, and by reference thereto incorporated therein and made a part thereof; and reference is hereby made to said contract and to said specifications contained in said Ordinances No. 5176 and No. 5250 for a particular description of the work to be done and materials to be furnished in the performance of said work;

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

IN WITNESS WHEREOF, the said principal and surety have caused this bond to be executed, and their corporate name and seals to be hereunto affixed, by their proper officers, thereunto duly authorized, this 15th day of July, 1915.

FAIRCHILD-GILMORE-WILTON CO. (SEAL)

Principal.

ATTEST:

By F. P. Griffith V. Pr.

W. E. Bush

UNITED STATES FIDELITY & GUARANTY COMPANY

Surety.

By C. W. Oesting (SEAL)

ATTEST:

Attorney in Fact.

M. J. White

I hereby approve the form of the within Bond, this 15th day of July, 1915.

T. B. Cosgrove,
City Attorney.

By M. R. Thorp
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 19th day of July, 1915.

(SEAL) ATTEST;

Allen H. Wright,

City Clerk

By Hugh A. Sanders Deputy

O. M. Schmidt,

H. N. Manney

P. J. Benbough,

Walter P. Moore

Members of the Common Council.

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 12th day of July, A. D. 1915, by and between THE FAIRCHILD-GILMORE-WILTON COMPANY, a corporation, party of the first part, hereinafter sometimes referred to as the Contractor, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the second part, hereinafter sometimes designated as the City, WITNESSETH:

That said contractor, for and in consideration of the covenants and agreements hereinafter contained on the part of the said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, hereby promises and agrees to and with said City, that it will do and perform, in a good and workmanlike manner, under the direction and to the satisfaction of the Superintendent of Streets of said City, and to the satisfaction of the Common Council of said City, and furnish the necessary labor, tools, machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The paving, with asphalt pavement laid upon a concrete base, of the westerly 59.3 feet of the intersection of Atlantic Street with Broadway, in said City of San Diego; the cross-section of the completed pavement to be eight inches of concrete base, one inch binder course, and two inches of asphalt wearing surface; said paving to be done in accordance with the specifications contained in Ordinance No. 5176 of the ordinances of said City of San Diego; and

Also, as a part of said work, the construction of 95 feet of cement concrete curbing, said curbing to be constructed in connection with said paving; said curbing to be constructed according to the specifications contained in Ordinance No. 5250 of the ordinances of said City.

A copy of said Ordinance No. 5176 and said Ordinance No. 5250 are hereto attached, marked "Exhibit A," and "Exhibit B," respectively, and by reference thereto incorporated herein and made a part hereof.

Said contractor hereby agrees that it will be bound by each and every part of said specifications, and do and cause to be done all of said work, as therein specified, as the same may be interpreted by the City Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said contractor agrees to be bound by the interpretation placed upon said specifications by said Common Council.

Said Contractor hereby agrees to commence the said work on the 16th day of July, 1915, and to prosecute the same with diligence and complete the said work on or before the 16th day of September, 1915.

It is further agreed by and between the parties hereto that said contractor shall not assign or sub-contract the said work, or any part thereof, without the consent in writing of the Common Council of said City having been first obtained.

Said contractor agrees to do and perform all of said work, and furnish all necessary labor, tools, machinery, transportation and appliances, in compliance with said specifications, at and for the following prices, to-wit:

Paving, per square foot, 24 cents;

Curbing, per lineal foot, 38 cents.

Said contractor further agrees that in the performance of said work in this contract specified, it will fully protect all of said work and improvement in process of construction or completion, and in case of any damage done to any of said work or improvement by reason of the negligence or carelessness of said contractor, its agents or representatives, in the performance of the obligations of this contract, before the final acceptance of the work by said City, said contractor shall repair and replace such damage at its own cost and expense.

Further, said contractor hereby 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, 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 claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said contractor agrees to furnish said City of San Diego 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 and construction specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914; said certificate of the insurance carrier to bear the date of 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, upon any of the work by this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency, caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said city, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is

required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen or mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10, 1903.

Said contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than two dollars (\$2.00) per day.

It is expressly agreed upon the part of said City that upon the completion of the said work, as provided in this contract, and the acceptance thereof by the Common Council, it will pay to the said contractor, the contract price of said work, to-wit: the sum of 24 cents per square foot for said paving, and the sum of 38 cents per lineal foot for said curbing, in the following manner, to-wit: Seventy-five per cent. (75%) thereof upon the acceptance of the said work by the said City, and the remaining twenty-five per cent. (25%) of the said contract price shall be paid to said contractor thirty-five (35) days after the completion and acceptance of said work, and after said contractor shall have made satisfactory proof that all claims for material and labor furnished and done upon the said work under the terms of this contract, have been fully paid.

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 of the State of California, in effect in said City, shall said City, or any department or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, the said contractor has caused these presents to be executed, and its corporate name and seal to be hereto attached, by its proper officers, thereunto duly authorized, and the said City of San Diego, by a resolution of its Common Council duly passed and adopted, has caused its corporate name to be hereunto subscribed, and these presents to be executed by a majority of the members of its Common Council, and its corporate seal to be hereunto affixed by the Clerk of said City, the day and year first hereinabove written.

FAIRCHILD-GILMORE-WILTON CO. (SEAL)

By F. T. Griffith V. Pr.

THE CITY OF SAN DIEGO.

By O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Agreement, this 15th day of July, 1915.

T. B. COSGROVE, City Attorney.

By M. R. Thorp

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT, between CITY OF SAN DIEGO, CALIFORNIA and FAIRCHILD-GILMORE-WILTON COMPANY, pave intersection of Atlantic Street and Broadway, being Document No. 91134.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, F. O. ENGSTRUM COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and COMMONWEALTH BONDING & CASUALTY INSURANCE CO., a corporation organized and existing under and by virtue of the laws of the State of Arizona, as Surety, are held and 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 and Fifty Dollars (\$250.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Revenue
Stamps

Signed by us and dated this 23rd day of July, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has installed in that certain building belonging to said city of San Diego, known as the Administration Building located upon Municipal Pier No. 1, the plumbing necessary to the convenient use of said building, according to the plans and specifications of said building contained in Document No. 84411 on file in the office of the City Clerk of said City;

Now therefore, if the said Principal shall repair and keep in good condition the said plumbing of said building, (accidental or malicious breakage excepted), free of charge to said City for a term of one year from the date of installation thereof, then the above obligation to be void, otherwise to remain in full force and effect.

F. O. ENGSTRUM COMPANY, (SEAL)

BY F. E. Engstrum, Vice Pres & Sec.
Principal.

COMMONWEALTH BONDING & CASUALTY INS. CO.

By Wilbert Pearson,
Attorney in fact
Surety.

(SEAL)

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

Personally appeared before ^{me,} Wilbert Pearson on this 23rd day of July, 1915, known to me to be the Attorney-in-Fact of the Commonwealth Bonding and Casualty Insurance Co., a corporation described in and which executed the annex bond of F. O. Engstrum Company as surety thereon, and who being duly sworn, deposes and says that he resides at Los Angeles, in the State of California; that he is the said Attorney-in-Fact of the Commonwealth Bonding and Casualty Insurance Co., and knows the corporate seal thereof; that the said Company is duly and legally incorporated under the laws of the State of Arizona; and duly licensed to trans-

its
act/business in the State of California. That the seal affixed to the annex bond of F. O. Engstrum Company is the corporate seal of the Commonwealth Bonding and Casualty Insurance Co., and thereto affixed by order and authority of the Executive Committee of said Company; and that he signed his name thereto by like order and authority as Attorney-in-Fact of said Company.

Sworn to, acknowledged before me, and subscribed in my presence, this 23rd day of July, 1915.

Robert T. West,

(SEAL)

Notary Public.

I hereby approve the form of the within Bond, this 24th day of July, 1915.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 26th day of July, 1915.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Hugh A. Sanders, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of BOND, F. O. ENGSTRUM COMPANY TO CITY OF SAN DIEGO, CALIFORNIA, keeping Administration Bldg., in repair for one year, being Document No. 91193.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

L E A S E

THIS AGREEMENT made and entered into this 14th day of July, 1915, by and between STEPHEN BROWN and ANNA L. BROWN, husband and wife, hereinafter called the parties of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the City, WITNESSETH:

That the said parties of the first part do by these presents demise and lease unto the said City the following described property:

All that certain parcel or lot of land, situate and being in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

That portion of the "Switzer Tract" (said Tract being otherwise described as the north 9 chains of the west 5.555 chains of the northeast quarter of Pueblo Lot 1148 of the Pueblo Lands of the City of San Diego, California), bounded and described as follows, to-wit:

Beginning on the north and south center line of said Switzer Tract, at a point 100 feet north from where said center line would be intersected by the easterly prolongation of the south line of Block 10, Gardner's Addition, as shown on the map of said Addition No. 68,

filed in the office of the County Recorder of said San Diego County, September 2nd, 1870; thence north along said north and south center line of said Switzer Tract, 250 feet to a point; thence at right angles west 75 feet to a point; thence south on a line parallel to and 75 feet west from the said north and south center line of said Switzer Tract, a distance of 250 feet to a point; thence at right angles east, 75 feet to the point or place of beginning.

For the term of one year from and after the date hereinabove written, at the rent or sum of Five Hundred Dollars (\$500.00) payable upon the execution of this agreement.

It is hereby agreed that if the rent shall be not paid as herein specified, or if default be made in any of the covenants herein contained, then it shall be lawful for the said parties of the first part to re-enter the said premises and to remove all persons therefrom.

The said City hereby promises and agrees to pay said rent, and that at the expiration of said term, said City will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damage by the elements excepted). And the said parties of the first part hereby covenant and agree that the said City, paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly, have, hold and enjoy the premises for the term aforesaid.

And it is further expressly understood and agreed by the parties hereto that at any time before the expiration of said lease, or upon the completion of said term as herein specified, the said City shall have the right, and it is hereby given the right to purchase said premises herein described from the said first parties by paying therefor the sum of Two Thousand Dollars (\$2000.00); and it is expressly understood and agreed that said option herein set forth is to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands, and a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, in pursuance of an ordinance duly authorizing such execution, the day and year in this agreement first hereinabove written.

Stephen Brown

Anna L. Brown.

Parties of the first part.

THE CITY OF SAN DIEGO

O. M. Schmidt

H. N. Manney

Walter P. Moore

Herbert R. Fay

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

By W. E. Bartlett, Deputy.

I hereby approve the form of the foregoing agreement, this 15th day of July, 1915.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney

State of California)
) ss
County of San Diego)

On this 14th day of July, A. D. 1915, before me, W. E. BARTLETT, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Stephen Brown and Anna L. Brown, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

W. E. Bartlett

Notary Public in and for the County of San Diego,

(SEAL)

State of California.

RECORDED AT REQUEST OF City Clerk, JUL 20 1915 At 53 Min. past 11 o'clock A. M. in Book No. 12 of Leases, Page 208 Et. Seq., Records of SAN DIEGO COUNTY, CALIFORNIA.

JOHN H. FERRY, County Recorder.

By W. Howard Ferry, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and STEPHEN & ANNA L. BROWN, certain real property, being Document No. 91222.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

(LEASE. void)

THIS INDENTURE, made and entered into this 26th day of July, 1915, 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 F. D. SILVA, of the City of San Diego, County of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 through the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Twenty-five (25) feet on the high tide line in the middle of the block between McCall and Nichols Street, La Playa, extending to the bulkhead line, starting at a point 100 feet south of the intersection of the south line of Nichols Street and the high tide line; thence twenty-five (25) feet south along the high tide line; thence east to bulkhead line; thence north twenty-five (25) feet along bulkhead line; thence west to point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said Lessee for the term of five (5) years from and after the first day of March, 1915, at a monthly rental of One Dollar (\$1.00), payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be

advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said Lessee in accepting this lease acknowledges the right of the said City to re-adjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance thereon of a wharf to be used for fishing purposes, with the right to construct thereon such other structures necessary or convenient for the purpose above mentioned; the said wharf, building, or other structures to be so constructed to meet with the approval of the Manager of Operation of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchise to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of over said demised premises, and the right to lay water pipes across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; 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 improvements.

(5) That the said lease shall not be assignable nor transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(6) That the Lessee will pay the rent herein provided or such other or different rate as may be provided, as the same shall accrue.

(7) In the event that the said Lessee shall fail to carry on the said business, as hereinabove provided, and shall fail to maintain on the premises such wharves and other structures necessary or convenient for carrying on said business, or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then

this obligation shall perminate and be void, and the said Lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said Lessee in accepting this lease hereby acknowledges the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said Lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

P. J. Benbough

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Hugh A. Sanders, Deputy.

F. D. Silva,

Lessee.

I hereby approve the form of the foregoing Lease, this 24th day of July, 1915.

T. B. COSGROVE, City Attorney.

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and F. D. SILVA, for certain tide lands, being Document No. 91677.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

SPECIAL USE PERMIT

Telephone Line, 10/19/14, Cleveland National Forest.

Permission is hereby granted to the City of San Diego, Water Department of San Diego, California, to use the following described lands: (1) Entering Forest boundary, Sec. 6, T 17 S. R 1 E; thence southeasterly, via Steele Canyon to Jamul Ranch. (2) Entering Forest boundary, Sec. 8, T 18 S, R 1 E, thence northeasterly via Dulzura Creek to Jamul Ranch Sec. 14, T 17 S, R 1 E, (app.). (3) thence northeasterly via Lyon's Valley via Barrett Dam & Cottonwood Creek to Sec. 10, T 18 S, R 2 E,. (4) From Sec. 8, T 17 S, R 3 E, north and easterly via Skye Valley to Morena Dam, thence southeasterly, (Also from Barrett Dam via Cottonwood Creek to Hauser Flat,) leaving Forest boundary at Sec. 30, T 17 S, R 5 E, for the purpose of supervision of the City's reservoir and conduit enterprises, non-commercial, in all about 64 miles.

subject to the following conditions:

1. The permittee shall pay to the National Bank of (NO CHARGE in consideration of free use and free connections by the Forest Service. (United States Depository), to be placed to the credit of the Treasurer of the United States, in consideration for this use, the sum of _____ dollars (\$), annually in advance from _____, 191 ; and this permit shall have no force or effect until the the first annual payment is made.

2. The permittee shall comply with all the laws and regulations governing National Forests.

3. This permit is subject to all valid claims.

4. The permittee and its employees, contractors, subcontractors, and their employees shall do all in their power, both independently and upon request of Forest officers, to prevent and suppress forest fires.

5. The permittee shall dispose of brush and other refuse as required by Forest Officers.

6. The permittee shall pay the United States for any damage resulting from this use.

7. Construction work under this permit shall begin within 150 days, be completed within _____ years, and this use shall be actually exercised at least _____ days each year, unless the time is extended or shortened.

8. This permit is not transferable (Sec. 3737, U. S. Rev. Stat.), and shall terminate upon breach of any of the conditions herein, or at the discretion of the Forester.

9. Timber shall be obtained under Free Use Permit, if available and desired, from public lands within the Cleveland National Forest.

10. To allow the Forest Service to make connections with the line free of any charge, and to charge no toll for any messages over connecting lines built and maintained by the Forest Service.

11. To allow all Forest officers, on official business, to use its lines under its control, between San Diego, Calif., and the nearest station without the Forest on the eastern boundary, free of charge.

October 19, 1914.

S. W. Wynne,

Forest Supervisor.

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

SPECIAL USE PERMIT.

Conduit, 4/25/14, Cleveland National Forest.

Permission is hereby granted to Water Department of City of San Diego, California, to use the following described lands: in the canyons of Cottonwood and Hauser Creeks, across Sw $\frac{1}{4}$ Sec. 22, S $\frac{1}{2}$ Sec. 21, E $\frac{1}{2}$ Sec. 20, N $\frac{1}{2}$ Sec. 19, T 17 S, R 4 E, and NE $\frac{1}{4}$ Sec. 24, T 17 S, R 3 E, S. B. M. for the purpose of a conduit for municipal water supply.

subject to the following conditions:

1. The permittee shall pay to the National Bank of No charge in view of nature of permit (United States Depository), to be placed to the credit of the Treasurer of the United States, in consideration for this use, the sum of _____ dollars (\$), annually in advance from _____, 191 ; and this permit shall have no force or effect until the first annual payment is made.

2. The permittee shall comply with all the laws and regulations governing National Forests.

3. This permit is subject to all valid claims.

4. The permittee and its employees, contractors, subcontractors, and their employees shall do all in their power, both independently and upon request of Forest officers, to prevent and suppress forest fires.

5. The permittee shall dispose of brush and other refuse as required by Forest officers.

6. The permittee shall pay the United States for any damage resulting from this use.

7. Construction work under this permit shall begin within six months, be completed within two years, and this use shall be actually exercised at least _____ days each year, unless the time is extended or shortened.

8. This permit is not transferable (Sec. 3737, U. S. Rev. Stat.), and shall terminate upon breach of any of the conditions herein, or at the discretion of the Forester.

9. Timber shall be obtained by purchase where desired.

10. In order to prevent the escape of fire, blasting shall be done only with careful supervision and if necessary (during the dry season) only at stated times and under the direction of a state firewarden named by the Forest Service.

April 25, 1914.

S. W. WYNNE,

Forest Supervisor.

UNITED STATES DEPARTMENT OF AGRICULTURE.

FOREST SERVICE.

SPECIAL USE PERMIT.

Drift Fence, 1/27/14, Cleveland National Forest.

Permission is hereby granted to Department of Water of City of San Diego, California, to use the following described lands: Beginning at NW corner of Sec. 24, T 17 S, R 3 E, and extending south along west side of Sec. 24 for a distance of 3/8 of a mile, terminating in heavy chaparral for the purpose of excluding range stock from around Barrett Dam site. subject to the following conditions:

1. The permittee shall pay to the NO CHARGE National Bank of (United States Depository), to be placed to the credit of the Treasurer of the United States, in consideration for this use, the sum of _____ dollars (\$), annually in advance from _____, 191 ; and this permit shall have no force or effect until the first annual payment is made.

2. The permittee shall comply with all the laws and regulations governing National Forests.

3. This permit is subject to all valid claims.

4. The permittee and its employees, contractors, subcontractors, and their employees shall do all in their power, both independently and upon request of Forest officers, to prevent and suppress forest fires.

5. The permittee shall dispose of brush and other refuse as required by Forest officers.

6. The permittee shall pay the United States for any damage resulting from this use.

7. Construction work under this permit shall begin within (completed) months, be completed within _____ years, and this use shall be actually exercised at least _____ days each year, unless the time is extended or shortened.

8. This permit is not transferable (Sec. 3737, U. S. Rev. Stat.), and shall terminate

upon breach of any of the conditions herein, or at the discretion of the Forester.

9. Timber shall be obtained (No timber required).

1/29/14

S. W. WYNNE

Forest Supervisor.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of SPECIAL USE PERMITS from U. S. DEPARTMENT OF AGRICULTURE to CITY OF SAN DIEGO, CALIFORNIA, for use of certain lands, being Document No. 91820.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. Jacques Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 21st day of June, A. D. 1915, 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 S. Salazar, party of the second part,

W I T N E S S E T H:

That said party of the first part does by these presents demise and lease unto the said party of the second part the following described property:

The northwest quarter of the northwest quarter of Section 19, Township 17 South, Range 4 East, S. B. M.

The northeast quarter of the northeast quarter of Section 24, Township 17 South, Range 3 East, S. B. M.

The south half of the south half of Section 13, Township 17 South, Range 3 East, S. B. M., all in the County of San Diego, State of California; for a period extending from the date of this lease to and including the 31st day of December, 1916.

It is further agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall said party of the second part have the right to sublet the leased premises, or any part thereof.

It is further agreed by and between the parties hereto that the above described land is leased to the party of the second part only for the pasturage of live stock, and for no other purpose or purposes.

This lease is granted in consideration of the execution of a certain grant deed by the party of the second part to the party of the first part, conveying a certain strip of land fifty feet in width, twenty-five feet on either side of that certain concrete conduit belonging to the City of San Diego, and running in an easterly and westerly direction through the south half of the northwest quarter of Section 20, Township 17 South, Range 4 East, S. B. M., said grant deed being executed on the 21st day of June, 1915.

Said party of the second part agrees to quit and surrender the said premises in as good state as reasonable use thereof will permit, at the end of the term of this lease; and the said party of the first part hereby covenants, promises and agrees with the said party of the second part, that in consideration of the execution of said deed by said party of the second part, the party of the second part shall and may peaceably and quietly have, hold and

enjoy said premises for the term aforesaid.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by a majority of the members of the Common Council of said City, and the said party of the second part has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Members of the Common Council.

Sicilio Salazar

Lessee

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 6th day of August, 1915.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, from CITY OF SAN DIEGO, CALIFORNIA to S. SALAZAR certain city land for pasturing, being Document No. 92021.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

CONTRACT OF AGREEMENT.

THIS INDENTURE OF AGREEMENT, made and entered into at the City of San Diego on the 10th day of August, 1914, by and between THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the 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:

FOR THAT WHEREAS, the party of the first part has heretofore, on, to-wit, the 15th day of April, 1914, filed with the City Clerk of said City a petition for franchise to operate a telephone system in the City of San Diego, and to occupy streets and alleys for its poles, wires and conduits, said petition being marked Document No. 75457; and

WHEREAS, the Common Council of said City has heretofore on, to-wit, the 15th day of April, 1914, passed a certain resolution, being numbered 17031, wherein notice of said application of said The Pacific Telephone and Telegraph Company is set forth, and further providing for the advertisement for sale of said franchise and privileges; and

WHEREAS, heretofore on, to-wit, the 25th day of May, 1914, the bid of The Pacific Telephone and Telegraph Company for said franchise has been accepted by said Common Council; and

WHEREAS, in pursuance of said acceptance of said bid, a certain ordinance of the City of San Diego, being numbered 5681 and entitled, "An Ordinance of the City of San Diego granting a franchise and privilege to The Pacific Telephone and Telegraph Company, a corporation, to construct, maintain and operate a system of telephone and telegraph wires, over,

under and along all of the public streets, alleys and places in the City of San Diego", has been passed by said Common Council, providing for the granting of said franchise and privileges; and

WHEREAS, said Ordinance No. 5681, in Section 5, Paragraph 3 thereof, provides in part as follows:

"3. That said grantee, if required by the said City, shall, during the life of this franchise, where aerial construction exists, allow said City to place a fixture on the tops of poles erected and maintained under this franchise, to which may be attached wires, not exceeding ten (10)", etc.; and

WHEREAS, it is the desire of both parties to this agreement that the said party of the first part furnish and place the fixtures necessary to comply with said last mentioned provision of said ordinance; NOW THEREFORE,

In consideration of the sum of One Dollar (\$1.00), paid by said party of the second part to said party of the first part, receipt of which is hereby acknowledged, in consideration of the mutual agreements and undertakings herein set forth and in consideration of other valuable considerations not herein mentioned, said party of the first part herein contracts and agrees to place and furnish on all poles erected and maintained under Ordinance No. 5681 of the City of San Diego, entitled, "An Ordinance of the City of San Diego granting a franchise and privilege to The Pacific Telephone and Telegraph Company, a corporation, to construct, maintain and operate a system of telephone and telegraph wires, over, under and along all of the public streets, alleys and places in the City of San Diego", certain fixture or fixtures which shall remain the property of the party of the first part, and to which said City shall be allowed the privilege of attaching wires in a number not to exceed ten (10), to be used in connection with the fire alarm system, the police alarm system or the municipal telephone of the water system of said City, or for such other municipal purposes as the City may desire.

That this agreement shall exist, continue and be binding upon the parties hereto during the life of and while said Ordinance No. 5681 is in force and effect within the limits of said City, and until the 7th day of August, 1944.

It is further mutually agreed and understood that in furnishing the fixtures and in granting the City permission to attach not to exceed ten (10) wires to said fixtures, that the parties hereto shall be bound by all of the terms and provisions set forth in said Ordinance No. 5681.

IN WITNESS WHEREOF, on the day and year in this instrument first above written, The Pacific Telephone and Telegraph Company, by its proper officers, executes this agreement and attaches its official seal hereto, and the City of San Diego, by a majority of its Common Council, executes this agreement and by its Clerk, attaches hereto its municipal seal.

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

(SEAL)

G.B.B.
per
J.C.N.

By J. M. Quay,

Vice President

F. W. Eaton

Secretary

Approved as to form
Felix T. Smith
Asst. Attorney.

THE CITY OF SAN DIEGO

O. M. Schmidt

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing Contract of Agreement this 11th day of August, 1914.

T. B. Cosgrove,

City Attorney.

By Gordon Ingle,

Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT, between PACIFIC TELEPHONE & TELEGRAPH COMPANY and CITY OF SAN DIEGO, CALIFORNIA, for right of City to place wires on poles, being Document No. 78500.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

ADMINISTRATION BUILDING LEASE

CITY OF SAN DIEGO.

THIS INDENTURE, Made in duplicate this First day of September, 1915, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the lessor, party of the first part, and R. L. Wolfe hereinafter called the lessee, party of the second part.

WITNESSETH, That the Lessor does hereby demise and lease unto the part of the second part, as Lessee and the Lessee do hereby rent and take the space known and designated as Room _____ No. Cigar Stand on the First floor in the edifice known as the ADMINISTRATION BUILDING, situated on the Municipal Pier, foot of Broadway, San Diego, California, to be used by said Lessee as Cigar Store and News Stand and for no other purpose, for the term commencing September 1, 1915 and ending September 1, 1916.

YIELD^{ING} AND PAYING THEREFOR during the term (except only in the case of fire, or other casualty, as hereinafter mentioned) as follows, to-wit: unto the said Lessor, rent at the rate of Ninty Six Dollars (\$96.00) per annum, payable as follows, to-wit: Eight Dollars (\$8.00) on the First day of each and every month in the term, in advance, at the office of the Lessor in said Building.

Provided, that the lessee shall, at least thirty days before the expiration of the term hereof, give to the lessor a written notice of his intention to surrender the premises on that date; if such notice is not given, then the lessee shall be liable for the rent for one additional month; and

Provided, that if the lessee hold possession of the premises after the term of this lease, such lessee shall become a tenant from month to month at the rent and upon the terms herein specified, and shall continue to be such tenant until the tenancy shall be terminated by the lessor, or until the lessee shall have given to the lessor a written notice of at least one month of his intention to terminate the tenancy.

It is expressly covenanted, understood and agreed by and between the parties hereto that the said lease is upon the following conditions and covenants, all of which the lessee for himself and his legal representatives and assigns, do hereby covenant and agree, to and with the lessor, and its successors or assigns to fully observe, keep and perform:

FIRST: The premises or any part thereof shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than above mentioned, without the written consent of the lessor first obtained and endorsed hereon, and if so assigned, let or underlet, used or permitted to be used without such written consent the lessor may re-enter and re-let the premises, this lease by such unauthorized act becoming void if the lessor shall so determine and elect.

SECOND: That the premises are in a tenantable and good condition; and that no representations as to the condition or repair thereof were made by the lessor or its agents prior to or at the execution of this lease that are not herein contained or hereon endorsed; that said premises shall not be altered, repaired, or changed without the written consent of the lessor, and that, unless otherwise provided by written agreement, all alterations, improvements and changes that may be required shall be done either by or under the direction of the lessor, but at the cost of the lessee; that all alterations, additions and improvements made in and to the premises shall, unless otherwise provided by written agreement, be the property of the lessor, and shall remain upon and be surrendered with the premises; that all damage or injury done to the premises by the lessee, or by any person who may be in or upon the premises with the consent of the lessee, shall be paid for by the lessee, and that the lessee shall at the termination of this lease, surrender the premises to the lessor in as good condition as reasonable and proper use thereof will permit.

THIRD: That 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 cannot be rendered tenantable within sixty days from the date of the injury, this lease may be terminated by either party; that in case the premises are so damaged as not to require a termination of the lease, as above provided, the lessee shall not pay the rent herein specified during the term that the premises are wholly unfit for occupancy.

FOURTH: That the rules and regulations of the building printed on this lease, are hereby expressly made a part of this lease.

FIFTH: That, in case of the violation by the lessee of any of the terms and conditions of this lease, the lessor may either terminate this lease without notice and take possession of the premises, or may enter and possess the premises as the agent of the lessee and for his account.

SIXTH: That the lessee hereby waives all claims for damages that may be caused by the lessor in re-entering and taking possession of the premises as herein provided, and all claims for damages that may result from the destruction of or injury to the premises or building thereby; and all claims for damages to or loss of such property belonging to the lessee as may be in or upon the premises at the time of such re-entering.

In Witness Whereof, the lessor and lessee have hereunto executed these presents in duplicate the day and year first above written.

WITNESS:

J. H. O'Brien

(SEAL)

(R. L. Wolfe.

(City of San Diego

By O. M. Schmidt

H. N. Manney

Walter P. Moore

Herbert R. Fay

Members of Common Council.

Attest:

Allen H. Wright, City Clerk.

By Hugh A. Sanders, Deputy.

F. M. Lockwood

Mgr. Operation.

RULES AND REGULATIONS
of
THE ADMINISTRATION BUILDING
Referred to in Section 4
Herein, and which constitute a part of this indenture.

1. The tenants, or their employes, shall not loiter in the entrance or corridors, or in any way obstruct the sidewalks, entry passages, halls and stairways, and shall use the same only as passage ways and means of passage to and from their respective offices.

2. The sash doors, sashes, windows, glass doors, lights and skylights that reflect or admit light into the halls or other places of the building, shall not be covered or obstructed. The water closets and urinals shall not be used for any purpose other than those for which they were constructed, and no rubbish, newspapers or other substances of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenants shall not mark, drive nails, screw or drill into, paint, or in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work. The expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by the tenant who has caused such breakage, stoppage or damage.

3. No awning, shade, sign, advertisement, or notice shall be inscribed, painted or affixed on or to any part of the outside or inside of the building, except it be of such color, size and style, and in such place upon or in the building, as may be designated by the lessor. If tenants desire curtains at their windows in addition to those already in and owned by lessor, they must be of such uniform shape, color, material and made as may be prescribed by the lessor and must be put up in manner as directed by the lessor, and paid for by the tenant. All signs on doors or window glass will be painted for the tenants by the lessor, but the cost of painting shall be paid by the tenant.

4. Electric wiring of every kind shall be introduced and connected as directed by the lessor, and no boring nor cutting for wires will be allowed except with the consent of the lessor.

5. Tenants shall not do anything in the premises, nor bring nor keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or to obstruct or to interfere with the rights of any tenants, or in any way to injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy on the building or any part thereof, or with any rules or ordinances established by the Board of Health; and they shall not use any machinery therein which may cause any noise or jar, or tremor to the floors or walls, or which by its weight might injure the floors of the building.

6. The lessor shall prescribe the weight, size and position of all safes used in the building, and such safes shall in all cases stand on wood of such size as shall be designated by the lessor. All damage done to the building by putting in, or taking out, or maintaining a safe shall be repaired at the expense of the tenant.

7. The lessor shall be in no wise responsible to any tenant for any loss of property

from the leased premises, however occurring. Janitor's service, steam heat and electric lights, in the offices, will be furnished to the lessee free of charge, but lessee shall only use the electricity for the purpose of lighting, and waste and unnecessary use of electric light is prohibited. Nor shall any apparatus of any nature be connected with the electric wires, nor different lamps used than furnished by said lessor except with the written consent first obtained, and then only in such form and manner as may be specified by lessor. Janitor's service will not include the beating of carpets and rugs. Tenants shall not have any person or persons other than the janitor of the lessor for the purpose of cleaning the leased premises.

8. The lessor shall have the right to enter the leased premises at all reasonable hours to examine the same, or to make such repairs or temporary alterations as shall be deemed necessary for the safety or preservation of the building, and also, at any time during the last month of any tenancy to exhibit the premises to be let, and to put on them the usual notice, "To Let."

9. Tenants, their clerks or servants, shall not make nor permit any improper noises in the building nor interfere in any way with other tenants or those having business with them. Tenants, their clerks or servants shall not throw substances of any kind out of the windows or doors, nor down the passages or skylights of the building, nor sit, nor place anything upon the window sills, nor bring into or keep within the building any animal or bicycle.

10. All freight must be moved into, within and out of the building under the supervision of the lessor, and according to such regulations as may be posted in the office of the building, but the lessor will not be responsible for loss of or damage to such freight from any cause.

11. The requirements of tenants will be attended to only upon application at the office of the building. Employees shall not perform any work nor do anything outside of their regular duties unless under special instruction from the office, and no employee shall admit any person (tenant or otherwise) to any office without specific instructions from the office of the building.

12. Tenants, their employees, clerks or servants, or persons under their control, shall not use the demised premises for lodging rooms, or for any improper, immoral, unlawful or other objectionable purpose, nor shall the same be used for storing, keeping or selling intoxicating liquors therein.

13. The lease of the demised premises includes occupancy of same, janitor service, water in stationary basins where the same are placed, heating, from 7:30 o'clock a.m. to 9:00 o'clock p. m. (Sundays and legal holidays excepted, upon which days the service shall be from 9 o'clock a. m. to 1 o'clock p. m.) and electric light reasonably used in the aforesaid rooms, and will furnish lamps for such light but not higher than 16 c. p., except that all lamps ~~in the aforesaid rooms, and~~ broken during the tenancy shall be charged for at the rate of 25 cents for each lamp; gas may be had at actual cost.

14. Night Watch: After 7 p. m. the building is in charge of the night watchman, and every person entering or leaving the building is expected to be questioned by him (if unknown) as to his business in the building.

15. The lessor reserves the right at any time to change or rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of good order therein.

I hereby approve the form of the within Lease this 16th day of September, 1915.

T. B. COSGROVE, City Attorney

BY Gordon Ingle,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, CITY OF SAN DIEGO, CALIFORNIA to R. L. WOLFE, Administration Building; being Document No. 93276.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

AGREEMENT OF LEASE.

THIS AGREEMENT, made and entered into this 4th day of October, 1915, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the Lessor, and E. T. LOCKYER, of the County of San Diego, hereinafter called the Lessee,

WITNESSETH:

That the said Lessor does, by these presents, lease, demise and let unto the said Lessee the following described property belonging to said City of San Diego:

All of Pueblo Lot 1353 of the Pueblo Lands of the City of San Diego, County of San Diego, State of California, according to the map thereof made by James Pascoe in the year 1870, save and except that portion of said Pueblo Lot 1353 bounded and described as follows:

Beginning at the northwesterly corner of said Pueblo Lot 1353; thence northeasterly along the northerly line of said Pueblo Lot 1353 a distance of 450 feet; thence southeasterly on a line parallel to the southwesterly line of said Pueblo Lot 1353 a distance of 280 feet; thence at right angles southwesterly 370 feet to the southwesterly line of said Pueblo Lot 1353; thence northwesterly along the southwesterly line of said Pueblo Lot 1353 a distance of 540 feet to the place of beginning.

Also that portion of Pueblo Lot 1355, according to said map made by James Pascoe, in the County of San Diego, State of California, bounded and described as follows:

Commencing at the southeast corner of said Pueblo Lot 1355; thence southwesterly along the southerly line of said Pueblo Lot 1355 to the southeast corner of Pueblo Lot 1353; thence northwesterly along the easterly line of said Pueblo Lot 1353 to the northeasterly corner thereof; thence northeasterly along the northerly line of said Pueblo Lot 1353 produced northeasterly to an intersection with the easterly boundary line of the said City of San Diego; thence southeasterly along the said easterly boundary line of San Diego to the place of beginning.

For a period of time extending from the first day of January, 1915 to the 31st day of December, 1916, at a rental of Fifty Dollars (\$50.00) per year, payable in advance on the first day of said term.

And it is hereby agreed that if any rent shall be due and unpaid, or if any default shall be made in any of the covenants herein contained, then it shall be lawful for the said Lessor to re-enter the said premises and to remove all persons therefrom.

And it is hereby mutually agreed that if said Lessor shall at any time during said term, serve upon the said Lessee a notice in writing, notifying the said Lessee of the Lessor's intent to determine this lease, then this lease shall wholly cease and determine from the time of such service, in like manner to all intents whatever as if said term were fully completed and ended. Provided, said Lessee shall have thirty (30) days time after said service to remove from said premises.

And the said Lessee does hereby covenant, promise and agree that the said property

shall be used only for grazing purposes and for no other purposes whatsoever, and the said Lessee promises and agrees to pay the said rent hereinbefore specified, and that at the expiration of said term, the said Lessee will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damages by the elements excepted), and the said Lessor does hereby covenant and agree that the said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

IN WITNESS WHEREOF, a majority of the members of the Common Council, as and for the act of the City of San Diego, Lessor herein, have set their hands, and the said Lessee herein has set his hand the day and year first above written.

THE CITY OF SAN DIEGO

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT,

City Clerk

E. T. Lockyer,

Lessee.

I hereby approve the form of the within lease, this 24th day of September, 1915.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, from CITY OF SAN DIEGO, CALIFORNIA to E. T. LOCKYER, P. L. 1353-1355, being DOCUMENT NO. 93361.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

A G R E E M E N T

THIS INDENTURE, made and entered into this 5th day of October, 1915, by and between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the Lessor, and the CITY OF LOS ANGELES, a municipal corporation in the County of Los Angeles, hereinafter designated as the Lessee, WITNESSETH:

That in consideration of the rent and agreements to be paid and performed on the part of the Lessee, the said Lessor does hereby lease to the said Lessee the following described personal property belonging to the City of San Diego, to-wit:

One Ingersoll Rand Calyx Shot Drill, consisting of one gas engine and drill, mounted; one sheave, with hook attached; one drill head; one sack of quartz gravel; one large box of parts; one crate of drills; one large wooden frame; two iron turnbuckles; four boxes of shot; nine pieces of drill; three pieces of shafting; two wooden braces; one coil of wire cable; two short pieces of pipe, one hydrant attached.

TO HAVE AND TO HOLD the same to the said Lessee, for a term of three months from the date hereof, the said Lessee paying therefor the sum of One Hundred Fifty (150) Dollars, or the sum of Fifty (50) Dollars per month for each month the said Lessee has possession of the said Ingersoll Rand Calyx Shot Drill.

The said Lessee further agrees that they will not assign or sublet the said Ingersoll Rand Calyx Shot Drill, nor any part thereof, without the written consent of the said Lessor,

and the said Lessee further expressly undertakes and agrees, at the termination of this lease, to turn over to the said City of San Diego the said Ingersoll Rand Calyx Shot Drill in as good condition as when received from said City, reasonable use and wear thereof excepted.

It is further expressly agreed herein that said Lessee will not suffer or allow any part of said property to come into the custody or control of any person or persons other than said Lessee or its employes during the continuance of this lease.

It is further agreed by the parties hereto that upon the failure of the Lessee to comply with any of the terms of this lease, then this lease shall terminate and the right of possession in and to said shot drill, and every part thereof, shall revert to and vest in the said Lessor, and the said Lessor shall have the right, without notice or service, to take said shot drill and every part thereof from said Lessee without legal process.

It is further expressly agreed and understood by the said parties hereto that the said Lessee will pay all costs and expenses of running said shot drill during the continuance of this lease, including the cost of all fuel and supplies, and the salaries and wages of all men employed to operate the said drill.

IN WITNESS WHEREOF, the Manager of Operation has hereunto set his hand on behalf of the City of San Diego, in pursuance of Resolution No. 20309 duly authorizing such execution, and the City of Los Angeles has hereunto subscribed its name and affixed its corporate seal, by its duly authorized agent or agents, this 5th day of October, 1915.

CITY OF SAN DIEGO

(SEAL) Attest:

By

F. M. Lockwood

Allen H. Wright

MANAGER OF OPERATION.

CITY CLERK.

CITY OF LOS ANGELES.

APPROVED AS TO FORM

(SEAL) BY THE BOARD OF PUBLIC SERVICE COMMISSIONERS.

This 14 day of Oct. 1915.

By

R. F. Del Valle President

ALBERT LEE STEPHENS

By

Jas. P. Vroman Secretary.

City Attorney.

By Wm. B. Himrod

Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT of LEASE between CITY OF SAN DIEGO, CALIFORNIA and CITY OF LOS ANGELES, CALIFORNIA, of SHOT DRILL, being Document No. 93900.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

DUPLICATE.
Form 1616 Standard
(Approved by General Solicitor.)

RIGHT OF WAY LEASE.

THIS INSTRUMENT, Executed in duplicate between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a corporation existing under the laws of the State of Kansas (hereinafter called the "Lessor"), party of the first part and CITY OF SAN DIEGO (hereinafter called the "Lessee"), party of the second part,

Witnesseth, That for and in consideration of the payment of the sum of \$1.00 One and No/100 dollar per annum, payable annually in advance during the continuance of this lease, and of the performance by the Lessee of the covenants hereinafter set forth to be performed by the Lessee, the Lessor has by these presents leased to the Lessee a part of the right

of way or station grounds now in the possession of the Lessor, situated at San Diego station, in the County of San Diego and State of California described as follows, to-wit:

See Division Engineer's Drawing No. 200-5575.

Dated December 1st., 1914.

the location and dimensions of said premises being more definitely shown on a map or blue print hereunto annexed, designated "Exhibit A" and made a part hereof.

To Have and to Hold the same from January 1st. 1915, until such time as this contract shall be terminated, as hereinafter provided.

In consideration of the aforesaid Lease, the Lessee covenants and agrees to and with the Lessor as follows:

To pay to the Lessor the said annual rent herein reserved, in the manner herein specified.

To waive all claims which the Lessee might or could have for injury to stock or animals pasturing, working or being on the demised premises, whether the same arise from such animals or stock taking fright or otherwise.

Not to let or under-let the whole or any part of the demised premises, or assign this lease, without the written consent of the Lessor, and at the expiration of the term hereof to quit and surrender the demised premises in as good state and condition as reasonable use and wear will permit; damages by the elements excepted.

That, at the option of the Lessor, this lease shall be forfeited by any assignment thereof by operation of law.

To pay all taxes which may be levied on Improvements placed the demised premises, state, county and municipal.

To use the demised premises exclusively as a site for a platform.

To keep the demised premises and the buildings thereon in condition satisfactory to the Lessor, and from time to time as may be required by the Lessor, to paint with paints of the Lessor's standard color all buildings and structures erected or to be erected on the demised premises.

That no building, platform or other structure shall be erected or placed upon the demised premises, without the written consent of the Lessor, and no building, structure, pile of wood, coal, stone or other obstruction shall be located or placed at a distance nearer than six feet from the nearest rail of any track of the Lessor.

That the Lessor shall not be responsible for any loss or damage to the buildings or structures at any time upon the demised lands or to buildings or structures of the Lessee adjacent thereto or to property of the Lessee or of other in or upon any such buildings and structures, or any such adjacent buildings and structures, caused by fire, whether from railroad engines or from the buildings of said Lessor, or by fires caused in any other way; but that all such loss and damage from whatever source shall be sustained by the Lessee alone, and the successors, assigns, lessees, sub-tenants, licensees, patrons, depositors, heirs, executors and administrators of the Lessee, and the Lessee hereby agrees to indemnify and save harmless the Lessor, its successors and assigns, against any liability, cause of action, claim or demand which any of its said patrons or depositors, or any insurer of the goods of either of them, may hereafter assert or have, arising out of or by reason of any such damage.

That in case of eviction of the Lessee by any one owning or claiming title to the said land, the Lessor shall not be liable to the Lessee for any damage of any nature whatsoever, or to refund any rental paid hereunder; and in case any one owning or claiming title shall recover judgment against the Lessor for the value of the use and occupation of the premises by the Lessee, the Lessee will pay, satisfy and discharge such judgment.

That shipments to and from the demised premises shall be transported over the railroad of the Lessor.

That if any rent hereunder shall be due and unpaid, or if default shall be made in any of the covenants of the Lessee herein contained, then it shall be lawful for the Lessor to re-enter the demised premises and to remove all persons therefrom.

That it shall be lawful for the Lessor to pay and discharge at maturity all taxes and assessments levied or assessed on the demised premises, and the Lessee shall repay to the Lessor all sums so expended by the Lessor, with interest thereon.

That in the event of the destruction by fire or other casualty of any of the buildings or structures which may have been placed on said premises by the Lessee, the said Lessee shall, upon demand of the Lessor, without further notice, remove from said premises any and all debris resulting from such fire or other casualty. Upon refusal or failure of the Lessee to remove from the demised premises any such debris within 30 days after such demand of the Lessor, then the Lessor may remove the same at the sole cost and expense of the Lessee.

That upon the expiration of this lease, or in case the Lessee shall in any manner fail to perform any of its covenants herein set forth, or to comply with any of the terms and conditions thereof, this lease may, at the option of the Lessor, be forthwith terminated, and the Lessee shall, upon demand, without notice, deliver to the Lessor the possession of the demised premises; provided, however, that the lessee, not then being in default hereunder, shall have the privilege of immediately removing from the demised premises any and all improvements which may have been placed upon the demised premises by the Lessee.

That this lease may be terminated at any time by either party upon thirty days' notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and upon the expiration of the time specified in such notice this lease and all rights of the Lessee thereunder shall absolutely cease and determine; but upon any such termination the Lessee shall be entitled to have refunded by the Lessor a proportionate part of any rentals paid in advance.

That all the covenants and provisions of this lease shall be binding upon the Lessee and the executors, administrators, successors and assigns of the Lessee, and shall inure to the benefit of the successors and assigns of the Lessor.

In Witness Whereof, This instrument has been duly executed in duplicate by the parties hereto this 29th day of September, 1915.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
Lessor.

BY I. D. Hibbard

Its General Superintendent

City of San Diego

By O. M. Schmidt (Seal)

H. N. Manney (Seal)

P. J. Benbough (Seal)

Walter P. Moore (Seal)

Herbert R. Fay (Seal)

Councilmen.
Lessee.

(SEAL) ATTEST:

Allen H. Wright

City Clerk

By Y. A. Jacques, Deputy

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN

THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY

AND

C I T Y O F S A N D I E G O

San Bernardino, Cal.

Description Correct.

M C Bryan

December 1, 1914. Scale: 1 in. to 100 Ft. Division Engineer

SEE DIAGRAM ATTACHED TO DOCUMENT NO. 93481.

DESCRIPTION:-

Beginning at a point distant 33.5 feet easterly at right angles to the center line of the A. T. & S. F. Ry. Co's main Track at M. P. 266 + 5241.3 feet, Thence Southerly parallel to said main track 10.0 feet. Thence easterly at right angles 16.4 feet Thence Northerly parallel to said main track 10.0 feet. Thence Westerly 16.4 feet to point of beginning Shown Colored Yellow.

At San Diego, San Diego Co. Cal.

Division Eng'rs Drawing No. 200-5575

38-D-95

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RIGHT OF WAY LEASE, between THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY and CITY OF SAN DIEGO, CALIFORNIA, for Loading Platform, being Document No. 93481.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, HENRY JORDAN and P. H. O'BRIEN, As Principals, and C. S. Russell and F. P. Oviatt, residents of the City of San Diego, State of California, as sureties, 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 Dollars (\$500.00) lawful money of the United States of America, to be paid to the said City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of November, 1915.

THE CONDITION of the above and foregoing obligation is such that, Whereas, the said Principals have entered into the annexed contract with the City of San Diego to care for and maintain the horses of the Police Department of said City, in accordance with specifications set out in said contract, for a period of one year commencing on the first day of January, 1916 and ending on the thirty-first day of December, 1916, and to hold the same subject at any and all times to the call of the Police Department of said City during said period.

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

IN WITNESS WHEREOF, the said Principals and Sureties have hereunto set their hands the day and year hereinabove written.

Henry Jordan

P. H. O'Brien

Principals

Sureties)

C. S. Russell

) F. P. Oviatt.

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

C. S. Russell and F. P. Oviatt, sureties in the within undertaking, being duly sworn,

say, each for himself, and not one for the other, that he is worth the sum specified in the said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a freeholder therein.

C. S. Russell

F. P. Oviatt.

Subscribed and sworn to before me
this 29th day of November, 1915.

(SEAL)

Eleanor Longfellow

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

I hereby approve the form of the within Bond, this 29th day of November, 1915.

T. B. Dosgrove,

City Attorney of the City of San Diego.

Approved By a majority of the members of the Common Council of the City of San Diego, California, this 6th day of December, 1915.

Herbert R. Fay

O. M. Schmidt

C. W. Fox

P. J. Benbough

Walter P. Moore

Members of the Common Council.

C O N T R A C T

THIS AGREEMENT, made and entered into this 22nd day of November A. D. 1915, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, hereinafter referred to as the City and HENRY JORDAN and P. H. O'BRIEN, of the City of San Diego, parties of the second part, hereinafter referred to as the Contractors,

WITNESSETH:

That the said Contractors, for and in consideration of the covenants and agreements hereinafter contained, on the part of said City to be performed, and the sums hereinafter specified to be paid by said City to said Contractors at the end of each and every month, hereby covenant, undertake and agree with said City to care for and maintain the horses of the Police Department of said City for a period of one year, commencing on the first day of January, 1916 and ending on the thirty-first day of December, 1916, according to the following specifications:

1. In addition to the grain fed, the horses shall be fed A 1 hay.
2. The horses shall be kept in individual box stalls.
3. The horses shall be groomed at least once each day.
4. The horses shall be shod in front with rubber pads.
5. The man by whom the horses are shod must be by experience and competency qualified for this character of work. The selection of such man to be made by the Superintendent of the Police Department, in the event that the man selected does not charge to exceed the standard rate or fee for such work.
6. The horses shall not be kept in any barn or Veterinary Hospital where animals are kept and treated for contagious diseases.
7. The horses shall be kept and cared for in a stable within one thousand (1000) feet of the Police Station.
8. There shall be a room provided in the stable in which the police officers may keep

their equipment.

9. The barn or stable in which the horses are kept must have a floor, and be in a sanitary condition.

Said Contractors to hold said horses subject to the call of the Police Department at any and all times during the said period.

The said City, in consideration of the performance of the above named conditions and covenants on the part of said Contractors, hereby covenants to and with the said Contractors to cause to be paid to them Twenty Dollars (\$20.00) per head per month for each horse so cared for and maintained during the time they continue to perform said service for said City, said payments to be made on or about the first of each and every month for services rendered during the preceding month. Said sum to be paid in warrants drawn upon the Police Department Fund of said City.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands as and for the act of said City, and said Contractors have hereunto set their hands the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright
City Clerk

THE CITY OF SAN DIEGO

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

Henry Jordan

P. H. O'Brien

Contractors.

I hereby approve the form of the foregoing Contract, this 20th day of November, 1915.

T. B. Cosgrove,

City Attorney

I HEREBY CERTIFY That the above and foregoing is a full, true and correct copy of CONTRACT, between CITY OF SAN DIEGO, CALIFORNIA and HENRY JORDAN AND P. H. O'BRIEN, for care of horses Police Department, being Document No. 94851.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

BY-LAWS OF THE PACIFIC TANK & PIPE COMPANY

A R T I C L E "7".

PRESIDENT.

He shall sign as President all certificates of stock, and all contracts and other instruments of writing.

I certify that the foregoing is a true and exact copy of Section "7" of the By-Laws of the Pacific Tank & Pipe Company, and that the authority therein vested has never been revoked.

Witness, my hand and seal of the corporation, this 22d day of November, 1915.

(SEAL)

F. G. McArthur

SECRETARY.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, PACIFIC TANK AND PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and UNITED STATES FIDELITY AND GUARANTY CO. a corporation organized and existing under

and by virtue of the laws of the State of MARYLAND, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Twelve Hundred Dollars (\$1200.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of November, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish to said City the following material:

- 18,000 bands for 36" I. D. Wood pipe, complete with nuts and washers.
- 18,900 Cast malleable iron shoes.
- 900 Burrs (extra).
- 900 Washers (extra).

According to specifications and drawing B-354-L on file in the Purchasing Department of said City, which said specifications are by reference thereto incorporated in said contract and made a part thereof, as in said contract provided,

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

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

PACIFIC TANK AND PIPE COMPANY

By E. C. Pitcher
President

(SEAL) ATTEST:

Geo. T. Gerken

UNITED STATES FIDELITY AND GUARANTY CO.

By H. V. D. Johns
By Bradley Carr

Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA,)
City and County of San Francisco.) ss.

On this 26th day of November in the year one thousand nine hundred and 15, before me M. J. CLEVELAND, a Notary Public in and for the City and County of San Francisco, personally appeared H. V. D. JOHNS and BRADLEY CARR known to me to be the persons whose names are subscribed to the within instrument as the Attorneys-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and acknowledged to me that they subscribed the name of the United States Fidelity and Guaranty Company thereto as principal and their own names as Attorneys-in-Fact.

(SEAL)

M. J. Cleveland

Notary Public in and for the City and County of San Francisco, State of California.

I hereby approve the form of the within Bond, this 2nd day of December, 1915.

T. B. Cosgrove,
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 6th day of December, 1915.

Herbert R. Fay
O. M. Schmidt

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

By Hugh A. Sanders, Deputy

C. W. Fox

P. J. Benbough

Walter P. Moore

Members of the Common Council

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT, made and entered into this 22nd day of November, 1915, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its Common Council, by resolution duly authorized, party of the first part, and hereinafter designated as the City, and PACIFIC TANK AND PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter referred to as the Contractor, WITNESSETH:

That said Contractor hereby undertakes to and with the said City to furnish said City the following material;

18,000 bands for 36" I. D. Wood Pipe, complete with nuts and washers.

18,900 Cast malleable iron shoes.

900 Burrs (extra).

900 Washers (extra).

The Contractor agrees that said material so furnished shall conform in all respects to drawing B-354-L and specifications on file in the Purchasing Department of said City, which said specifications are by reference thereto made a part hereof and incorporated herein as fully as though written out plainly herein.

The said Contractor further agrees that it will be bound by each and every part of said specifications contained in said documents as the same may be interpreted, in case of dispute or question, by the Common Council of the City of San Diego.

And the said City, in consideration of the faithful performance by said Contractor of each, every and all of the said agreements and covenants on the part of said Contractor herein contained, will pay to said Contractor, in warrants drawn upon the Water Fund of said City, in accordance with the provisions of Ordinance No. 6356 of the Ordinances of said City, for the material so furnished, the following prices:

18,000 - 1/2" bands for 36" inside diameter pipe, bent to circle and dipped in accordance with specifications, for 21.2 ¢ each.

18,900 - Malleable Iron Shoes in accordance with specifications, dipped, 5 ¢ each

900 - Extra Burrs)
900 - Extra Washers) No charge.

Said prices are for material delivered f. o. b. cars, San Diego, and said Contractor hereby agrees that delivery of said material shall be completed within forty (40) days from the date of the execution of this contract.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of said City, and the said Contractor has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

THE CITY OF SAN DIEGO

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council.

PACIFIC TANK AND PIPE COMPANY

By E. C. Pitcher

(SEAL) ATTEST:

President.

Geo. T. Gerken

I hereby approve the form of the foregoing Contract, this 20th day of November, 1915.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT, between CITY OF SAN DIEGO, CALIFORNIA and PACIFIC TANK AND PIPE COMPANY, furnish pipe bands, being Document No. 94852.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

SAN DIEGO HOME TELEPHONE COMPANY PRIVATE BRANCH EXCHANGE SERVICE.

The City Fire Department of San Diego, California, herein styled the Subscriber, requests the San Diego Home Telephone Company, a corporation, herein styled the Company, to install and maintain in the subscriber's main station located at 10th and B Streets in the City of San Diego, California, telephones and switchboard as hereinafter mentioned, including drop signals, cords and other equipment of sufficient capacity to accommodate the present and future needs of the subscriber, and to be connected with the Company's exchange by four trunks, the entire cost of installing, maintaining and operating said four trunks shall be four and one-half dollars (\$4.50) per month for each trunk, or eighteen dollars (\$18.00) per month for the entire four trunks,; fifteen stations at One dollar (\$1.00) each per month; two extensions at fifty cents (50¢) each per month; one pair of wires, leading from Loma Portal to the main fire station at 10th and B Streets,; one pair of wires from La Jolla to Pacific Beach, with the understanding that the main fire station at 10th and B Streets shall have the right of way to the fire station at La Jolla on all calls either established or being established, the operators at Pacific Beach being so instructed. Rental for the two pair of wires above mentioned is included with operating trunks.

The fire stations connected with the switchboard in fire station at 10th and B Streets shall be connected direct without passing through other apparatus of the companies to hinder the service, except in the case of La Jolla, which shall have access to seven trunks now connecting Pacific Beach with San Diego.

The switchboard shall be equipped for the addition of more stations in the future, and in the event of more stations being added, the above rate of one dollar (\$1.00) each per station will apply.

The switchboard and telephones to be of the latest Kellogg Switchboard & Supply Company's make.

The subscriber will also pay monthly such rates as are now or may hereafter be established for all foreign messages originating at said exchange. Foreign messages shall include all except local messages as defined in the Company's lawfully published tariffs.

For the purpose of furnishing telephone service, the Company acts as the agent of the user of said equipment; and in view of the liability to errors incident to transmission of oral messages by the telephone, the impossibility of fairly fixing the cause thereof, the subscriber assumes all risks of errors arising from non-connections, mis-connections, and mistakes of servants and employees, in transmitting, receiving or delivering messages.

Interruptions in service arising from causes other than the negligent or willful interference of the subscriber, shall be rebated pro rata for the time, after receipt of written notice, such interruptions may continue exceeding twenty-four hours; and such rebates shall

constitute the only liability of the Company resulting therefrom.

The telephone and other appliances furnished shall be and remain the property of the Company, whose employees shall be permitted to enter the premises where the same may be located for the purpose of installing, inspecting, removing, and repairing the same.

The subscriber agrees to use the private branch exchange service aforesaid for the period of three years from date of installation; and if not then terminated, thereafter until receipt of sixty days written notice of the intention of either party to terminate the same.

IT IS FURTHER AGREED that the subscriber will pay for the actual time and material employed on work, should it for any reason order its switchboard equipment moved from position originally established by the Company, prior to the expiration of one year from the date thereof.

THIS APPLICATION becomes a binding contract upon its acceptance in writing, by the Company; and none of the terms hereof can be changed or waived by the representations or promises of any solicitor or other person, except in writing and signed by the General Manager of the Company.

THE CITY OF SAN DIEGO

By Edwin M. Capps,

Mayor of San Diego, Cal.

Subscriber.

ACCEPTED:

SAN DIEGO HOME TELEPHONE COMPANY

By R. E. Thompson

Its V. P. & G. M.

Dated Dec. 14th, 1915.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and HOME TELEPHONE COMPANY, being Document No. 94141.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, FRED W. STEFFGEN, of the City of San Diego, State of California, as Principal, and THE 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 all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Six Thousand Dollars (\$6,000.00), good and lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of January, 1916.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish all materials, labor, tools, appliances, transportation, equipment and plant, and any and all other expense necessary or incidental to the performance of certain work set forth in said contract, and to construct and erect in the Bay of San Diego a rip rap wall, as shown upon those certain plans and specifications on file in the office of the City Clerk of said City,

filed on the 22nd day of November, 1915, marked Document No. 94826¹/₂, endorsed "Plans and Spec. for Rip Rap Wall, Municipal Pier", true copy of which is attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

AND WHEREAS, the aforesaid penal sum of Six Thousand Dollars (\$6000.00), 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 of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

NOW THEREFORE, if the above bounden Principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, that the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An Act to secure the payment of the claims of materialmen, mechanics, or laborers employed by contractors upon state, municipal or other public work', approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand, and said Surety has caused its corporate name to be subscribed and its corporate seal to be hereunto affixed, the day and year first hereinabove written.

(WAT)

Fred W. Steffgen,

Principal.

(SEAL)

THE UNITED STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting,

Its Attorney-in-Fact.

I hereby approve the form of the within Bond, this 11th day of January, 1916.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 12th day of January, 1916.

Herbert R. Fay,

C. W. Fox,

O. M. Schmidt

P. J. Benbough

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Hugh A. Sanders, Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we FRED W. STEFFGEN, of the City of San Diego, State of California, as Principal, and THE UNITED STATES FIDELITY & 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 Three Thousand Dollars (\$3000.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of January, 1916.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish all

materials, labor, tools, appliances, transportation, equipment and plant, and any and all other expense necessary or incidental to the performance of certain work set forth in said contract, and to construct and erect in the Bay of San Diego a rip rap wall, as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 22nd day of November, 1915, marked Document No. 94826 $\frac{1}{2}$, endorsed "Plans and Spec. for Rip Rap Wall, Municipal Pier", true copy of which is 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, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and seal, and said Surety has caused its corporate name to be subscribed and its corporate seal to be hereunto affixed, the day and year first hereinabove written.

Fred W. Steffgen,

Principal

(SEAL)

THE UNITED STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting,

Its Attorney-in-Fact

I hereby approve the form of the within Bond, this 11th day of January, 1916.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 12th day of January, 1916.

Herbert R. Fay

C. W. Fox

O. M. Schmidt

(SEAL) ATTEST:

P. J. Benbough,

Allen H. Wright,

Walter P. Moore

City Clerk

Members of the Common Council.

By Hugh A. Sanders, 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 3rd day of January, 1916, by and 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 FRED W. STEFFGEN, of the City of San Diego, State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all material, 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 erect and construct in the Bay of San Diego a rip rap wall, as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 22nd day of November, 1915, marked Document No. 94826 $\frac{1}{2}$, and endorsed "Plans and Spec. for Rip Rap Wall, Municipal Pier", true copy of which plans and specifications is hereto attached marked "Exhibit A", incorpor-

ated herein and made a part hereof as fully as though written out plainly in this paragraph.

Said Contractor hereby agrees that he will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work and construction as shown upon said plans and specifications, as the same may be interpreted by the Manager of Operation of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such plans and specifications by said Common Council,

Said Contractor agrees to do and perform all of the said work of construction, and to furnish all labor, materials and equipment necessary or incidental thereto, as shown on said plans and specifications, at and for the prices following:

Furnish and place approximately 5318 tons of rock at the rate of \$1.89 per ton in place.

For the placing of 900 cubic yards of dirt, more or less at .43¢ per yard in place.

Said Contractor agrees to commence said work within not to exceed 18 days after the signing 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 78 days from the signing of this contract.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor undertaken by him to be performed, and the acceptance of said work and construction by the said City, will pay said Contractor in warrants drawn upon the Harbor Improvement Bond Fund of 1914, of said City, and in particular upon the sum of Ten Thousand Dollars set aside for the construction of said Rip Rap wall by Ordinance No. 6414 of the Ordinances of said City, the sums hereinbefore set forth. Said payments to be made as follows:

Said Manager of Operation shall, on or before the tenth day of each month, make an estimate of the amount of work properly performed and completed, and in such condition as to be accepted by said City, during the preceding month, and on such estimate being made and reported to the Auditing Committee of said City, seventy-five per cent (75%) of the amount estimated by said Manager of Operation to have been done shall be paid, and twenty-five per cent (25%) of the whole estimate and of all the work so performed, shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

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

Said Contractor further agrees that in the performance of the work in this contract specified, he will fully protect all work, labor, structures and improvements now completed or in process of completion, located and situated near or adjacent to the point where the work shall be performed under the terms of this contract, and in case any damage is done to any work, structures, or improvements by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, prior to the final acceptance of the work by said City, said Contractor shall repair such damage at his own cost and expense.

Further, said Contractor hereby agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of material men for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such

actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City of San Diego 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 and construction specified in this Contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of 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, upon any of the work provided by this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than Two Dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council of said City, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City of San Diego, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the said City, (as determined by said Common Council) of the remaining unused portion of the material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the said City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the said City to annul the contract, nor shall the failure of said City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress, be construed as a waiver of the right of the said City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Manager of Operation of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council who will enforce strict compliance with the terms

of this contract.

If the Contractor considers any work required of him to be outside the requirements of this contract, or considers any record or ruling of the Manager of Operation as unfair, he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the plans and specifications and in the execution of the work to be done under the plans and specifications, as in the judgment of the Manager of Operation of said City may be deemed necessary or expedient to carry out the intent of the contract; provided always, however, that no increase in price over the contract rate shall be paid to the Contractor on account of such change or changes, unless prior to making such change or changes a formal written agreement between the parties hereto has been executed providing for such increase in price and the manner of determining the same.

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; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS whereof, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has hereunto set his hand the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

Fred W. Steffgen

Contractor

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

I hereby approve the form of the foregoing contract, this 3rd day of January, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and FRED W. STEFFGEN for Rip Rap etc. being Document No. 96011.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 17th day of January, 1916, 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 CRESCENT BOAT COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said lessee being more particularly described as follows, to-wit:

Beginning at a point on the temporary bulkhead, now extending southerly from the south line of Broadway, said point being 125 feet southerly from the said south line of Broadway; thence extending westerly into the Bay of San Diego for a distance of 150 feet; thence at right angles southerly a distance of 50 feet; thence at right angles easterly a distance of 50 feet to the point or place of beginning, as shown upon that plat attached to Document No. 74783 on file in the office of the City Clerk of said City.

To have and to hold the said premises, and each and every part and parcel thereof unto the said lessee, for the term of 13-1/3 years from the date hereof, or to and including the 10th day of May, 1929, at a monthly rental of Forty Dollars (\$40.00), payable in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 10th day of May, 1929, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

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 Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said lessee of reasonable compensation for damages occasioned by such annulment, change or modification.

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

(1). That said premises shall be used as follows:

For the purpose of constructing and maintaining thereon a wharf, pier or floats, together with the right to construct, maintain and operate upon such wharf, pier or floats such appliances as may be necessary and convenient for the purpose of loading and unloading passengers and personal effects and baggage at said wharf, pier or floats; as well as for the handling and storage of such freight and merchandise as is necessary to properly and fully enjoy the privilege herein granted; also the use of the water in front of such wharf, pier or floats, and for such distance on either side thereof as may be necessary and convenient for the safety of vessels, boats and craft while coming to, or going from said wharf, pier or floats, or lying at such wharf, pier or floats. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego, and to meet with the approval of the Manager of Operation of said City, and the exterior surface of all buildings, structures and walls shall be plastered, painted or finished in other material of light buff or gray tint.

(2) It is agreed by the Lessee that the combustion of fuels of all sorts will be so complete as to cause no unconsumed carbon or visible smoke at any time of the day or night.

(3) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought from outside the Bay, all or any portion of the said premises hereby leased, and provided further, that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego; provided, however, that any proposed change in the levels or surface of said premises shall be first submitted to the Manager of Operation of said City, and no work shall be undertaken thereon until said plans have been approved by the Manager of Operation.

(4) The City of San Diego hereby specifically reserves over the lands mentioned in this lease a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel the United States Bulkhead line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way, which shall be not less than one hundred feet in width.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at its own cost and expense from any such premises so granted for railroad purposes any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(5) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(6) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights hereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions here-

inbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, and the said Lessee has caused its corporate name to be subscribed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized.

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox,

Walter P. Moore

Herbert R. Fay

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

CRESCENT BOAT COMPANY

(SEAL) ATTEST:

By O. J. Hall, President

Ralph J. Chandler

Sec.

I hereby approve the form of the foregoing Lease, this 3rd day of January, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of TIDE LANDS between CITY OF SAN DIEGO, CALIFORNIA and CRESCENT BOAT COMPANY, being Document No. 96016.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 21st day of February, 1916, 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 M. F. PRIOSTE, of the City of San Diego, California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Beginning at the intersection of the southwesterly line of Goethe Street with the mean high tide line of the Bay of San Diego; thence southeasterly along the southwesterly line of Goethe Street produced southeasterly to a point distant 30 feet southeasterly from the northwesterly line of Scott Street produced northeasterly; thence northeasterly along a line parallel to and distant 30 feet southeasterly from the northwesterly line of Scott Street produced, a distance of 25 feet; thence northwesterly along a line parallel to and distant 25 feet northeasterly from the southwesterly line of Goethe Street produced to an intersection with the mean high tide line of the Bay of San Diego; thence southwesterly along said mean high tide line of the Bay of San Diego to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto

the said Lessee, for the term of five years from and after the first day of January, 1916, at a monthly rental of Two and 50/100 Dollars (\$2.50), payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate.

It is hereby agreed and stipulated that upon the termination of this lease, the City shall have the option of renewing the same for a further term not to exceed twenty-five years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

It is understood and agreed that the Lessee herein named shall have the right to sub-let the lands hereby leased, or any part thereof, which sub-lease or leases shall be subject to the same conditions and restrictions as this lease.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper.

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

(1) That said premises shall be used as follows:

For the erection and maintenance thereon of certain wooden buildings and a wharf, to be used for fishing purposes; all buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego, and to meet with the approval of the Manager of Operation of said City. It is further agreed that before the construction and erection of any building or structure, the plans therefor shall be submitted to and approved by the Manager of Operation of said City.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of the said premises hereby leased, and provided, further, that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego; provided, however, that any proposed change in the levels or surface of said premises shall be first submitted to the Manager of Operation of said City, and no work shall be undertaken thereon until said plans have been approved by said Manager of Operation.

(3) The City of San Diego hereby specifically reserves over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel the United States Bulkhead Line, it being specifically understood and agreed by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way, which shall be not less than one hundred feet in width.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to

remove at his own cost and expense from any such premises so granted for railroad purposes any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(6) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, and the said Lessee has hereunto set his hand and seal the day and year in this indenture first above written.

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

M. F. Prioste

Lessee.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the within Lease, this 23 day of February, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE TIDE LANDS from CITY OF SAN DIEGO, CALIFORNIA to M. F. PRIOSTE, being Document No. 97389.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

EXECUTORY CONTRACT OF PURCHASE AND SALE

THIS INDENTURE OF AGREEMENT, made and entered into at the City of San Diego in the State of California, this 6th day of March, 1916, by and between THE SEAGRAVE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, and hereinafter sometimes known as the Vendor, the party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, and hereinafter sometimes known as the Vendee, the party of the second part, WITNESSETH:

FOR THAT WHEREAS, Article XI, Section 18, of the Constitution of the State of California provides in part as follows:

"Restrictions on Power to Incur Indebtedness.

Section 18. No city shall incur any indebtedness or liability in any manner, or for any purpose, exceeding in any year the income and revenue provided for such year, without the assent of two-thirds of the qualified electors thereof, voting at an election to be held for that purpose, nor unless before or at the time of incurring such indebtedness provision shall be made for the collection of an annual tax sufficient to pay the interest on such indebtedness as it falls due, etc. Any indebtedness or liability incurred contrary to this provision, with the exceptions hereinbefore recited, shall be void." And,

WHEREAS, Article II, Chapter II, Section 11 of the Charter of the City of San Diego provides in part as follows:

"No expenditure, debt or liability shall be made, contracted or incurred during any fiscal year that cannot be paid out of the revenues provided for such fiscal year. All contracts, indebtedness or liabilities incurred contrary to the provisions of this section shall be void, and shall not be paid out of the treasury or constitute or be the foundation of any claim, demand or liability, legal or equitable, against said indebtedness. The words 'expenditure,' 'indebtedness,' and 'liability' herein used shall include official salaries and the pay of all employees of said city, or of its departments," and

WHEREAS, the case of McBean v. City of Fresno, 112 Cal. 159, seems to hold that a municipality has the power to make a contract for the payment of moneys in futuro and out of revenues derived from tax levies in future years, in certain cases and under certain conditions, despite the constitutional and charter provisions heretofore mentioned; and

WHEREAS, the Vendor herein is engaged in the manufacture and sale of fire fighting equipment and apparatus; and

WHEREAS, the Vendee herein is a municipal corporation of the State of California, of the second and a half class, and in immediate need of additional fire fighting equipment and apparatus, and in particular of the fire fighting equipment and apparatus hereinafter mentioned, and which is the subject of this contract; and,

WHEREAS, the necessity for such equipment is so urgent, and the funds on hand in the City Treasury available for the purchase of the same are not sufficient to allow the said Vendee to pay for said equipment at this time; and

WHEREAS, in view of the foregoing facts, it is the intention of the parties hereto to enter into a contract providing for future annual payments wherein and whereby no present indebtedness is incurred at this time, and no future indebtedness is incurred during any one particular year other than the particular sum or sums payable at the particular times in this contract hereinafter mentioned and set forth, the intention of the parties being to comply in all particulars with the spirit and the letter of the above cited provisions from the City Charter and the State Constitution, and the tenor and purport of the above cited decision from the Supreme Court of the State of California, NOW, THEREFORE,

In consideration of the mutual promises, covenants and agreements hereinafter set

forth and agreed upon by the parties hereto, and in consideration of the faithful performance by the Vendor of the conditions and obligations by it herein undertaken, and the delivery by said Vendor to said Vendee of the fire fighting equipment and apparatus herein-after mentioned, and in consideration of the faithful performance of the covenants and agreements of the Vendee by it herein undertaken, and the payment by said Vendee to said Vendor, at the times herein mentioned, of the sums of money hereinafter specified, the respective parties hereto contract as follows:

a. The Vendor agrees to furnish the Vendee herein, delivered at a point within the limits of the City of San Diego to be chosen by the Vendee, the following fire fighting equipment and apparatus, at the prices herein specified:

1. One (1) special motor propelled combination chemical engine and hose car and baby centrifugal pump, to conform in all particulars to certain specifications filed January 19, 1916, in the office of the City Clerk and marked Document No. 96479, a copy of which specifications is attached hereto, marked "Exhibit A," and by reference incorporated herein and made a part hereof, as though in this paragraph particularly set forth. Said combination chemical engine and hose car and baby centrifugal pump to cost the sum of Six thousand six hundred dollars (\$6600.00), and to be delivered in not more than 120 days from the execution of this contract.

2. Two (2) special motor propelled combination pumping engines and hose cars- Model "T" 500 - to conform in all particulars to certain specifications filed January 19, 1916, in the office of the City Clerk and marked Document No. 96480, a copy of which specifications is attached hereto, marked "Exhibit B," by reference incorporated herein and made a part hereof, as though in this paragraph particularly set forth. Said combination pumping engines and hose cars to cost the sum of Eight thousand two hundred ~~fifty~~ dollars (\$8250.00) each, and to be delivered in not more than 120 days from the execution of this contract,

3. Two (2) special Type H gasoline motors, to conform in all particulars to certain specifications filed January 19, 1916, in the office of the City Clerk, and marked Document No. 96478, a copy of which specifications is attached hereto, marked "Exhibit C," by reference incorporated herein and made a part hereof, as though in this paragraph particularly set forth. Each of said gasoline motors to cost the sum of One thousand nine hundred dollars (\$1900.00), and to be delivered in not more than 60 days from the execution of this contract.

The cost of freight and transportation and all risk incident thereto and to the safe delivery of said equipment and apparatus at the point chosen by said Vendee shall be assumed and borne by the Vendor.

b. Upon delivery to and acceptance by said Vendee of the above described fire fighting equipment and apparatus, the Vendee agrees to pay the Vendor the purchase prices above named in the following amounts and time of installments:

1. The sum of Nine thousand eight hundred dollars (\$9800.00), lawful money of the United States, upon the delivery to said Vendee by said Vendor of that particular vehicle or vehicles which shall be last of all the equipment and apparatus to be delivered, and which shall complete the contract of delivery on behalf of said Vendor.

2. The sum of Seven thousand one hundred dollars (\$7100.00), lawful money of the United States, on July 15, 1917.

3. The sum of Five thousand dollars (\$5000.00)- lawful money of the United States, on September 15, 1917.

4. The balance of the purchase price, being the sum of Five thousand dollars (\$5000.00), on December 15, 1917.

c. It is mutually agreed and understood by both parties to this Executory Contrary that no liability on behalf of the Vendee shall attach at the time of the execution of this contract, or during any particular year thereafter, other than the installment or installments due at the particular time or times in this contract hereinbefore mentioned. And it is further mutually agreed and understood that in case of a failure on the part of the Vendee to pay the Vendor any or all of the installments of money hereinbefore mentioned, then and in that instance, the Vendor herein shall have no right to enforce the provisions of this contract, nor to enforce nor demand the payment of the whole or any portion of the unpaid installments upon the purchase price, but upon such failure on the part of the Vendee to pay any or all of said installments, this contract shall immediately cease and determine, and the moneys theretofore paid the Vendor by the Vendee shall be retained by said Vendor and shall be treated as liquidated damages for the detention and use of the equipment and apparatus herein mentioned. And it is further mutually agreed and understood, and in the event the said Vendee shall fail to pay the Vendor any or all of the installments of money herein provided, or shall in any manner fail in the performance of this contract in the matter of payments, then and in that instance the Vendor shall be allowed immediately to take over and assume possession of, and in any manner to dispose of, the equipment and apparatus herein mentioned, and this contract by both parties shall be treated as at an end, and the moneys paid under any of its provisions shall be retained by the Vendor as liquidated damages.

IN WITNESS WHEREOF, on the day and year in this instrument first above written, the Vendor, by its proper officers, executes this agreement and attaches its official seal hereto, and the Vendee, by a majority of its Common Council, executes this agreement and by its Clerk attaches hereto its municipal seal.

The Seagrave Co.

Vendor.

By Fred S. Hirsch,

Branch Mgr.

THE CITY OF SAN DIEGO

Vendee.

By O. M. Schmidt

C. W. Fox

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing contract, this 6th day of March, 1916.

T. B. Cosgrove,

City Attorney

"Exhibit A."

S P E C I F I C A T I O N S

FOR

A SPECIAL MOTOR PROPELLED COMBINATION CHEMICAL ENGINE AND HOSE CAR
& BABY CENTRIFUGAL PUMP.

Designed and Built by

THE SEAGRAVE COMPANY, COLUMBUS, OHIO.

MOTOR: Four Cycle Motor. Type "F" WATER COOLED; 6 vertical "T" head cylinders, cast separately, with integral water jackets. Intake and exhaust valve chambers are on opposite sides. All gears are enclosed.

Bore 5-3/4 inches; stroke 6-1/2 inches.

Type "F" 6 cylinders, rated by S. A. E. formula 79.3 H. P.

**CRANK
CASE:**

Crank Case is made in two parts, parted horizontally through plane of crank shaft center. The upper section forms cylinder support and is vertically divided between the cylinders by webs or walls which support the crank shaft bearings. Through bolts are used in clamping cylinders and crank shaft bearings in place. All working mechanism of the motor, except oil pump, is securely fastened in or on the upper section.

The lower section is the reservoir for oil. It is removable for access to mechanism without disturbing any bearings or other parts.

**CYLIN-
DERS:**

Cylinders are of best grade Northern grey cast-iron and are provided with ample water jackets which are tested by hydraulic pressure before and after finishing. Cylinders are ground to exact size after machining. Spark plugs are located in screwed-in malleable iron plugs of larger diameter than intake and exhaust valves, the removal of these malleable iron plugs allows the valves to be taken out or examined without disturbing any other parts. The combustion chamber is free from pockets and projections. Malleable iron plugs or valve covers are seated on copper asbestos gaskets making a permanent gas-tight fit.

**CONNECT-
ING
RODS:**

Connecting rods are made of drop forged steel I-beam section, 14" center to center of bearings. Crank shaft end is capped and bored for bushings of laminated S. A. E. bearing bronze. The cap is held in place by two bolts securely locked by castle nuts and cotters. Suitable liners are provided for taking up wear. The piston end is fitted with a bushing of best phosphor bronze, 2-1/2" long for pin 1-3/8" diameter. Crank pin bearing is 2-5/8" diameter and 2-7/8" long.

**CRANK
SHAFT:**

Crank shaft is of type "A" Vanadium steel, turned from solid forging, heat treated and ground to exact size. Four cylinder motors have five bearings and six cylinder motors have seven. Crank shaft has an integral flange on the fly wheel end of liberal dimensions to which the fly wheel is bolted. All bearings are 2-5/8" diameter. The front bearing is 4-1/2" long, rear 4-7/8" long, center bearings are 2-3/8" long.

**CAM
SHAFTS:**

There are two cam shafts, one on each side of the motor, enclosed in upper section of crank case, with cam gears located in forward end, encased and easily accessible. Cam shafts are made of high grade carbon steel, ground to 1-1/8" diameter, and have three bearings for four cylinders, and four bearings for six cylinders. Front bearing is 4-3/4" long, center and rear bearings are 3" long. Cams are carefully hardened, keyed and pinned to shaft, after which they are accurately ground by master cam to the form giving greatest efficiency.

VALVES:

Intake valves are located on right hand side of engine, and exhaust valves on the left hand side. They are operated by separate cam shafts. Valves and stems are forged integral and are made of tungsten steel. The valve lifter rollers and tappets are hardened and move in removable bronze guides. Valve lifter guides are capped to prevent water or dirt from getting into the crank case. Caps over valves are easily removed for the inspection or replacement of valves.

Dimensions: Intake and exhaust valves are 2-5/8" in diameter and have 13-32" lift.

BEAR-
INGS:

Crank shaft and connecting rod bearings are of Babbitt metal reinforced with perforated steel, conforming to S. A. E. specifications. Cam shaft, piston pin and all other bearings, are made of phosphor bronze.

LUBRI-
CATION:

A self-contained oiling system is provided by means of a gear pump in lower section of crank case, which is driven from cam shaft through spiral gears. This pump forces an abundance of oil under high pressure to all crank shaft bearings. Separate oil leads also supply constant level troughs which are cast integral with lower half of crank case and into which the connecting rods dip, thereby lubricating the connecting rod bearings. The piston pin bearings, cylinder walls, cam shaft bearings, cams and valve lifters are lubricated by splash.

The oil in this self-contained system is filtered before it passes through the pump, and provision is made for cleaning the filter and draining the oil from the reservoir.

The oil pump has a capacity of 2-1/2 gallons, a filler pipe being conveniently located on the left hand side of motor near the forward end. A sight feed tell-tale is placed upon the dash; the return oil pipe from this leads to the timing gears in a separate compartment at the front end of the crank case.

Magneto drive shaft and water pump drive shaft (which extends through the timing gear case) are fitted with stuffing boxes at these points to prevent leakage of oil.

COOLING
SYSTEM:

A centrifugal water pump is attached to the left hand side of the motor and is operated from the cam shaft. Water is drawn from the bottom of the radiator and forced through the water inlet manifold on the lower left hand side of cylinder water jackets. After circulating around the cylinder walls the water is forced through the tops of cylinder jackets and into the exhaust water manifold which leads to the top of the radiator.

The radiator is honey comb type, and is so mounted that all strains are eliminated. A belt driven fan of ample size is mounted on an adjustable bracket at the forward end of the motor and just back of the radiator.

CARBUR-
ETOR:

The carburetor is of the float-feed, with automatic auxilliary air intake. The float chamber maintains a constant level or supply of gasoline. The carburetor is controlled by the throttle lever.

GASOLINE
SYSTEM:

The gasoline tank is made of heavy gauge rolled sheet copper and is located back of the driver's seat. Filler in top of tank is easily accessible. Tank is constructed with splasher compartments. Capacity of tank is 20 gallons. The gasoline shut-off valve is conveniently located. The flow of gasoline from tank to carburetor is maintained by gravity pressure and passes through a filter near the entrance to the carburetor float chamber.

IGNITION:

Double type.

First, by Bosch high tension waterproof magneto to one set of spark plugs.

Second, by current from the storage battery thru a timer distributor and coil to another set of spark plugs. Each system is entirely independent of the other. Spark plugs are located in valve caps. All ignition cable is of the highest grade and is covered by waterproof conduits.

STARTING
SYSTEM:

Westinghouse electric starter will be furnished. Provision for cranking motor by hand is retained.

COMPRES-
SION
RELEASE:

Large motors having high compression are difficult to crank by hand, therefore in order to facilitate this operation (should it ever become necessary), small

cams are ground integral with exhaust cams, and by shifting the exhaust cam shaft forward by means of a conveniently located lever, a part of the compression is released until motor is started, when the release lever is returned to the closed position.

FLY
WHEEL:

The fly wheel is of liberal dimensions and is bolted securely to the flange which is forged integral with the crank shaft.

CLUTCH:

Three plate disc clutch (faced with non-heating fabric), is mounted in the fly wheel (which forms one plate of the clutch assembly). It can be taken down without disturbing any other parts. It does not chatter nor grab and is operated by a foot pedal without the necessity of excessive pressure. A clutch brake is provided to prevent the clutch from spinning when released and it is automatically operated.

TRANSMIS-
SION DIF-
FERENTIAL
AND DRIV-
ING GEARS:

The transmission, differential and driving gears are enclosed in a malleable iron housing cast in two parts. The upper section is bolted to the frame by three point suspension, and carries all bearings, shafts, gears, etc. The lower section is merely a cover which can be removed at any time for inspection.

The transmission is of the sliding gear selective type, having three speeds forward and one reverse. Direct drive is on third speed. The differential consists of four bevel pinions meshing with the two bevel gears on the splined ends of the jack shaft. The differential housing is made entirely of bronze. The shafts are all mounted on annular ball bearings except the main driving pinion which is mounted between roller bearings. All gears and shafts are made of the highest quality of special automobile clash gear steel, specially heat-treated and hardened and all run in an oil bath.

All transmission gears are stub tooth 5-7 pitch, 1-3/4" face. Main transmission shaft is 2-1/8" diameter, countershaft 2" and jack shaft 1-15/16" diameter.

Gear ratio: High 4.4 to 1; second, 8.1 to 1; low 16 to 1; reverse 18.9 to 1.

DRIVE:

The two side chains are driven by interchangeable sprockets and drive the rear sprockets, which are bolted to rear wheels. Chains are 102" long, 1-1/2" pitch, 3/4" rollers, links are quick detachable.

SPROCK-
ETS:

The driving sprockets are cut from one piece of steel, and are mounted on annular ball bearings, keyed, and clamped by nuts to jack shaft, and with jack shaft may be readily removed. The rear sprockets are made of cast steel. They are integral with the emergency brake drums, and are bolted to the rear wheels.

BRAKES:

There are four brakes.

Two are external contracting bands lined with non-heating fabric, acting on drums attached to the jack (sprocket) shafts. They are operated by a pedal lever, and when in operation brake directly on rear wheels through the sprockets and side chains, taking all strain off the transmission, bevel drive and differential gears.

Two are expanding cast shoes faced with non-heating fabric, and are placed inside of sprocket drums, bolted to rear wheels. They are protected from dust by a sheet steel shield, and are operated by an emergency hand brake lever.

Both emergency and foot brakes are provided with equalizers. Service brakes are 3" wide, 11" in diameter; emergency brakes are 2-1/2" wide and 16" in diameter.

OPERAT-
ING
STAND:

Operating stand is built of wood and steel. Seats having high back and sides, stuffed with curled hair and upholstered in leather, are placed near center of frame at rear of motor, and accommodate two men. Steering wheel and operation levers are placed convenient to driver. Seat and dash are provided with brass

mounting handles. Floor boards are covered with pyramid aluminum.

CONTROL: The throttle and spark levers are located on top of the steering wheel and engage with a sector which does not revolve with the steering wheel. All gears (three speeds forward and one reverse) are operated by one lever conveniently located beside the emergency hand brake lever. The clutch and jack shaft brakes are operated by foot pedals; the emergency brake by a hand lever. The throttle and spark control levers can be operated without removing the hand from the steering wheel.

STEERING GEAR: The steering gear is designed especially for this car. It is of the worm and nut type with extra large bearing surfaces. It is enclosed in a dust proof case, and all moving parts run in grease. Proper means are provided for all necessary adjustments. The steering mast is placed on an angle, and is provided with an 18" steering wheel.

GEAR SHIFT: The gear shift is so arranged with the gear shift lever that only one set of gears can be engaged at a time, all others being automatically locked. When in neutral position all gears are locked. The gear shift lock is extremely simple. No springs are used in its construction.

BUMPER: A Standard Seagrave Spring Bumper is provided.

FRAME: The frame is of solid rolled steel channel, of suitable size for the load imposed and the severe service required, drilled and hot riveted, thoroughly braced, cross and lateral members arranged to combine greatest strength and rigidity, thus keeping all parts in proper alignment. Frame and cross members are made of 5", 6-3/4 lb. channel. Truss rods having turn-buckles are placed underneath.

SPRINGS: The springs are semi-elliptic front and rear. Front springs are 40" long, 2 1/4" wide; rear 46" long and 2 1/2" wide. They are made of special alloy spring metal, the three top leaves being Vanadium steel. All spring bolts are hardened and ground, and provided with compression grease cups. The rear springs are shackled at each end, and the front springs are shackled at rear ends only.

AXLES: The front axle is a solid forging of I-beam section. Spring seat is in line with center of spindle to prevent rocking motion. Rear axle is of 3" section solid, made from special axle steel. Taper roller bearings are used.

STEERING KNUCKLES: The steering knuckles and spindles are made of Scott's Unique alloy steel forgings, and are of very liberal dimensions. Ball joints are used for steering rod connections. The cross steering rod is made of nickel steel tubing.

WHEELS: Artillery type wood wheels made of best selected material with steel bands for tires, and brass hub caps. Hubs are fitted with taper roller bearings. All spokes are tenoned and grooved at the hubs, thus forming a compact immovable assemblage, which cannot loosen under the most severe strain. To be fitted with Sewell cushion Wheels.

Wheel base of 6 cylinder car 158"; four cylinder car 143". Tread: front 62", rear, cent to center inside dual tires 60"; center to center of outside dual tires 71".

TIRES: Solid tires, of any standard make desired. Unless specifically mentioned, contractor will equip with resilient solid tires--front 36x4"; rear 38x4" dual. Tires are fitted with positive fastenings, S. A. E. dimensions, and quick demountable.

Pneumatic or airless tires will be furnished, if desired, but at an additional cost.

BODY: The body is built of sheet steel, substantially braced, and is of sufficient size to carry 1200 ft. of 2-1/2" cotton rubber lined fire hose. The bottom is made of hard wood strips 4" wide, spaced 1/2" apart to provide ventilation. Rear end of body is fitted with vertical friction rollers, also with horizontal roller immediately above bottom of body to allow easy laying of the hose.

The sheet metal used in this body is 16 guage. The body is constructed very substantially, white lead being used between all joints when building to eliminate the possibility of rust. Box to contain 200 feet of 1-1/2 inch hose to be placed under hose body.

BRASS HAND RAILS: The hand rails are of brass and are attached by brass standards to the top and sides of the hose body, they extend from the front end of the body over its top panels to rear step. A brass hand rail is placed across the rear of the body at a convenient height from the rear step.

STEPS AND FENDERS: Side steps are as large as the space will permit, and are securely placed between the front and the rear wheels with steel fenders covering all wheels. Rear step extends from outside to outside of rear fenders, and are at least 15" deep. The fenders entirely protect the body, side and rear steps from mud. The space between the front and rear fenders is entirely closed. All fenders are made of heavy sheet steel and properly braced.

Steps are suitably covered, the edges are protected with heavy oval steel.

TOOL BOX: The tool box is placed at rear of frame and in front of rear step, with door opening backward. It is of ample capacity to carry all small tools, such as the repairing outfit, spanners, wrenches, etc., furnished with apparatus. The tool box is provided with trays to which all automobile tools are strapped, thus preventing them from being lost.

FIRE EQUIPMENT: The fire equipment comprises:

- 1 - Trussed extension ladder of two 14 ft. sections, extending to 24 feet.
- 1 - 12-ft. trussed roof ladder with folding hooks.

(The above ladders are placed on the side above the body or overhead.)

- 1 - Pipe pole in regulation holders.
- 2 - Pick-head axes in regulation holders. 8 lb.
- 1 - Crowbar in regulation holder.
- 2 - Brass lanterns in regulation holders, Dietz.
- 1 - Locomotive bell, or
- 2 - Brass trimmed nozzle holders on rear step.
- 1 - Tool-kit with complete set of tools for repairs (see list last page)
- 1 - Bay State Auto-kit containing a complete assortment of socket wrenches.
- 2 - Pair of Weed Tire Chains. 4 chains.
- 1 - Heavy Auto Screw-jack.
- 2 - Extra drive-chain repair links. (One of each.)
- 1 - Warner Speedometer. electric lighted
- 1 - Trouble light and cord;
- 1 - Detroit Door opener
- 1 - Plaster hook in regulation holders

Front hand rails to be fitted over dash board

A 2 stage centrifugal pump to be mounted under drivers seat and to have one intake and one discharge gate. Valves are so arranged that water can be discharged thru chemical hose or 2 1/2" hose or both. Capacity 250 gal. per min. at 125 P.P. when lifting water 10 feet.

LIGHT-
ING
EQUIP-
MENT:

Lighting equipment includes:

- 1 - 10" Revolving Searchlight on dash.
- 2 - 10" Rigid Headlights in front.
- 1 - Tail lamp.

Above lights are electric.

Power for the lights is supplied by the storage battery. When Westinghouse electric lighting system is furnished the generator supplies power to the battery.

CHEMICAL
ENGINE:

The chemical engine is made from heavy hammered Lake Superior copper. Seams and heads are riveted. All openings in shell are flanged inside and riveted. All seams, joints and parts exposed to chemicals are heavily tinned to make a smooth surface and to prevent corrosion and leakage.

The body of the cylinders and the connections are polished. The heads are oval in shape and are handsomely pebbled or plain, as desired.

All valves and connections are within easy reach, and at all times are under full control of the operator.

The chemical tank is mounted by means of trunnions, cross-wise of frame. It is placed under the driver's seat and is easily accessible.

All piping, elbows, tees and valves are made of heavy bronze and have 1" openings. All joints are thoroughly sweated. The fittings, except the valves, are from special patterns and have long standard threads. The acid dumping device and agitator paddles are on separate shafts, and are operated independently from the same end of the tank.

The cylinder is full equipped with a pressure gauge, agitator, by-pass, one pure lead acid bottle, one extra lead acid bottle, and one brass acid bottle canister in which to carry an extra charge of acid.

The tank is fitted with a 2-1/2" hose connection and valve, whereby the tank may be filled from a hydrant, or the water may be passed thru the chemical hose without entering the tank. The chemical hose is connected with heavy brass couplings from our own patterns, having no lugs nor projections to prevent easy movement from the basket or reel.

The lead acid bottle (both in the tank and in the carrying canister) are effectively sealed by lead stoppers, and the acid can neither deteriorate from long standing nor slop over while in transit.

Before leaving the factory, each tank is tested to the inlet of the chemical hose nozzle to 250 lbs. hydrostatic pressure.

CHEMICAL
EQUIPMENT:

The chemical equipment consists of:

1 - The chemical tank 40 gallons capacity each.

2 - 3gallon Fire Dept. extinguishers with shut-off nozzle and carrying straps. Model

1 - 2-1/2" hydrant connection and by-pass.

1 - Pressure gauge for each tank.

200 - ft. best quality 1" chemical hose, coupled and connected to tank.

1 - Chemical nozzle, two tips...Larkin.

1 - Brass canister for each tank, mounted.

2 - Lead acid receptacles for each tank.

1 - Acid measure, copper, tin-lined.

1 - Acid funnel, copper, tin-lined.

1 - Soda Bag, canvas.

1 - Automatic reel having a capacity for 200 ft. of chemical hose.

2 - Chemical hose spanners.

All necessary wrenches.

PAINTING: Pure white lead, linseed oil and best coach colors are used. Colors may be selected by the purchaser, but unless otherwise specified in contract, running gear will be painted regulation fire department red, body a darker shade, and ladders natural wood. Suitable and beautiful decorations will be in fine colors and gold leaf.

GEAR AND FRAME	English Vermillion
BODY	Fire Dept. red
LADDERS	Natural
LETTERING	S. D. F. D. SQUAD No. _____

FINISH: Unless otherwise specified, all bright and polished parts will be in nickle plated.

GENERAL: This entire apparatus is built in our factory, from designs made in our engineering department, and of the best materials. It is constructed to withstand the hard usage incident to the requirements of fire-fighting apparatus.

The accessory parts, such as spark coils, batteries, carburetor, timer, etc., shall be of the best and latest improved patterns.

Rubber tires and accessories that must be purchased from other manufacturers are subject to the guaranty of such manufacturers.

GUARANTY: We endeavor to furnish the best of everything that can be procured, and will at any time within two years replace free of charge at our factory any defective workmanship or materials for which we are responsible.

We do not, however, guarantee against accidents or carelessness.

It is the intention of these specifications to furnish a complete piece of apparatus, built of the best materials, finished in handsome style according to these specifications, and minor details omitted by an oversight will not plead an excuse for the omission.

THE SEAGRAVE TOOL AND REPAIR KIT SPECIFICATIONS.

A complete set of high grade socket wrenches (31 in number) with swiveling, reversible ratchet handle, sever extension shanks and a universal joint; in all it consists of 36 pieces.

By means of the various combinations of which these are susceptible it is easy to remove any of the many nuts and cap screws on a car.

36 - Total number of pieces in above described outfit.

1 - 7-16" & 1/2" Double End Wrench.

1 - 9-16" & 11-16" Double End Wrench.

1 - 19-32" & 25-32" Double End Wrench.

1 - 5/8" & 3/4" Double End Wrench.

1 - 7/8" & 1-1/16" Double End Wrench.

1 - 3/8" & 1/2" Double End Wrench.

1 - 15/16" & 1" Double End Wrench.

1 - 10" Trimo Wrench (gas pipe).

1 - 6" Westcott Wrench.

1 - 15" Coes Wrench (monkey).

1 - 9" Auto Wrench (flat bicycle).

1 - No. 1 Always Ready Wrench (alligator double).

1 - Spark Plug Wrench C-526.

1 - Spark Plug Wrench Handle U-103.

1 - 9" Screw Driver.

- 1 - 6" Screw Driver.

1 - 6" Offset Screw Driver.

1 - No. 2 Cotter Pin Extractor.

1 - 12-oz. Ball Pein Hammer.

1 - Combination Pliers.

1 - 8" Flat File.

1 - 8" Round File.

1 - 3/8" - 5" Cold Chisel.

1 - 1/2" - 6" Cold Chisel.

1 - 3/8" - 5-1/2" Cap Chisel.

1 - 1-1/2" - 6-1/2" Cope Chisel.

1 - 1/2" Solid Punch.

1 - 7/16" - 5-1/2" Drift Punch

1 - No. 1 Bearing Scraper.

12- 1/8" x 1" Cotter Pins)

12- 3-32" x 1" Cotter Pins) In tin box.

6 - 5/32" x 1 1/8" Cotter Pins)

3 - 1/8" x 1 1/8" Cotter Pins)

6 - 1/4" Lock Washers)

6 - 5/16" Lock Washers)

6 - 7/16" Lock Washers) In tin box.

6 - 3/8" Lock Washers)

6 - 1/2" Lock Washers.

1 - 1/2 pint Oil Can--14A.

1 - 1/2 pint Pump Oiler.

1 - Elite Jack.

2 - Drive Chain Repair Links No. 157.

1 - Valve Cap Wrench.
- This entire tool kit is fastened with straps on

removable shelves in rear tool box

All of the above named tools are of the highest

grade materials and regulation pattern

No other car has so large an outfit of tools

"Exhibit B."

S P E C I F I C A T I O N S

FOR

A SPECIAL MOTOR PROPELLED COMBINATION

PUMPING ENGINE AND HOSE CAR

Model "T" 500

Designed and Built by
THE SEAGRAVE COMPANY
COLUMBUS, OHIO

MOTOR: Four Cycle Motor. Type "F" WATER COOLED; four vertical "T" head cylinders, cast separately, with integral water jackets. Intake and exhaust valve chambers are on opposite sides. All gears are enclosed.

Bore 5-3/4 inches; stroke 6-1/2 inches.

Type "F" 4 cylinders, rated by S. A. E. formula 52.8 H. P.

CRANK CASE: Crank Case is made in two parts, parted horizontally through plane of crank shaft center. The upper section forms cylinder support and is vertically divided between the cylinders by webs or walls which support the crank shaft bearings. Through bolts are used in clamping cylinders and crank shaft bearings in place. All working mechanism of the motor, except oil pump, is securely fastened in or on the upper section.

The lower section is the reservoir for oil. It is removable for access to

mechanism without disturbing any bearings or other parts.

CYLINDERS: Cylinders are of best grade Northern grey cast-iron and are provided with ample water jackets which are tested by hydraulic pressure before and after finishing. Cylinders are ground to exact size after machining. Spark plugs are located in screwed-in malleable iron plugs of larger diameter than intake and exhaust valves. The removal of these malleable iron plugs allows the valves to be taken out or examined without disturbing any other parts. The combustion chamber is free from pockets and projections. Malleable iron plugs or valve covers are seated on copper asbestos gaskets making a permanent gas-tight fit.

CONNECTING RODS: Connecting rods are made of drop forged steel I-beam section, 14" center to center of bearings. Crank shaft end is capped and bored for bushings of laminated S. A. E. bearing bronze. The cap is held in place by two bolts securely locked by castle nuts and cotters. Suitable liners are provided for taking up wear. The piston end is fitted with a bushing of best phosphor bronze, 2-1/2" long for pin 1-3/8" diameter. Crank pin bearing is 2-5/8" diameter and 2-7/8" long.

CRANK SHAFT: Crank shaft is of type "A" Vanadium steel, turned from solid forging, heat treated and ground to exact size. Four cylinder motors have five bearings. Crank shaft has an integral flange on the fly wheel end of liberal dimensions to which the fly wheel is bolted. All bearings are 2-5/8" diameter. The front bearing is 4-1/2" long, rear 4-7/8" long, center bearings are 2-3/8" long.

CAM SHAFTS: There are two cam shafts, one on each side of the motor, enclosed in upper section of crank case, with cam gears located in forward end, encased and easily accessible. Cam shafts are made of high grade carbon steel, ground to 1-1/8" diameter, and have four bearings. Front bearing is 4-3/4" long, center and rear bearings are 3" long. Cams are carefully hardened, keyed and pinned to shaft, after which they are accurately ground by master cam to the form giving greatest efficiency.

VALVES: Intake valves are located on right hand side of engine, and exhaust valves on the left hand side. They are operated by separate cam shafts. Valves and stems are forged integral and are made of tungsten steel. The valve lifter rollers and tappets are hardened and move in removable bronze guides. Valve lifter guides are capped to prevent water or dirt from getting into the crank case. Caps over valves are easily removed for the inspection or replacement of valves.

Dimensions: Intake and exhaust valves are 2-5/8" in diameter and have 13/32" lift.

BEARINGS: Crank shaft and connecting rod bearings are of Babbitt metal reinforced with perforated steel, conforming to S. A. E. specifications. Cam shaft, piston pin and all other bearings, are made of phosphor bronze.

LUBRICATION: A self-contained oiling system is provided by means of a gear pump in lower section of crank case, which is driven from cam shaft through spiral gears. This pump forces an abundance of oil under high pressure to all crank shaft bearings. Separate oil leads also supply constant level troughs which are cast integral with lower half of crank case and into which the connecting rods dip, thereby lubricating the connecting rod bearings. The piston pin bearings, cylinder walls, cam shaft bearings, cams and valve lifters are lubricated by splash.

The oil in this self-contained system is filtered before it passes through the pump, and provision is made for cleaning the filter and draining the oil from the reservoir.

The sump has a capacity of 2-1/2 gallons, a filler pipe being conveniently

located on the left hand side of motor near the forward end. A sight feed tell-tale is placed upon the dash; the return oil pipe from this leads to the timing gears in a separate compartment at the front end of the crank case.

Magneto drive shaft and water pump drive shaft (which extends through the timing gear case) are fitted with stuffing boxes at these points to prevent leakage of oil.

COOLING SYSTEM:

A centrifugal water pump is attached to the left hand side of the motor and is operated from the cam shaft. Water is drawn from the bottom of the radiator and forced through the water inlet manifold on the lower left hand side of cylinder water jackets. After circulating around the cylinder walls the water is forced through the tops of cylinder jackets and into the exhaust water manifold which leads to the top of the radiator.

When pumping, the auxiliary cooler, interposed between the radiator and cylinders, is in operation, which prevents overheating of motor.

The radiator is honeycomb type, and is so mounted that all strains are eliminated. A belt driven fan of ample size is mounted on an adjustable bracket at the forward end of the motor and just back of the radiator.

CARBURETOR:

The carburetor is of the float-feed type, with automatic auxiliary air intake. The float chamber maintains a constant level or supply of gasoline. The carburetor is controlled by the throttle lever.

GASOLINE SYSTEM:

The gasoline tank is made of heavy gauge rolled sheet copper and is located back of the driver's seat. Filler in top of tank is easily accessible. Tank is constructed with splasher compartments. Capacity of tank is 30 gallons. The gasoline shut-off valve is conveniently located. The flow of gasoline from tank to carburetor is maintained by gravity pressure and passes through a filter near the entrance to the carburetor float chamber.

IGNITION:

Double type.

First, by Bosch high tension waterproof magneto to one set of spark plugs.

Second, by current from the storage battery thru a timer distributor and coil to another set of spark plugs. Each system is entirely independent of the other. Spark plugs are located in valve caps. All ignition cable is of the highest grade and is covered by waterproof conduits. 3 plugs to each cylinder.

STARTING SYSTEM:

Westinghouse electric starter will be furnished. Provision for cranking motor by hand is retained.

COMPRESSION RELEASE:

Large motors having high compression are difficult to crank by hand, therefore in order to facilitate this operation (should it ever become necessary), small cams are ground integral with exhaust cams, and by shifting the exhaust cam shaft forward by means of a conveniently located lever, a part of the compression is released until motor is started, when the release lever is returned to the closed position.

FLY WHEEL:

The fly wheel is of liberal dimensions and is bolted securely to the flange which is forged integral with the crank shaft.

CLUTCH:

Three plate disc clutch (faced with non-heating fabric), is mounted in the fly wheel (which forms one plate of the clutch assembly). It can be taken down without disturbing any other parts. It does not chatter nor grab and is operated by a foot pedal without the necessity of excessive pressure. A clutch brake is provided to prevent the clutch from spinning when released and it is automatically operated.

TRANS-
MISSION
DIFFER-
ENTIAL
AND
DRIVING
GEARS:

The transmission, differential and driving gears are enclosed in a malleable iron housing cast in two parts. The upper section is bolted to the frame by three point suspension, and carries all bearings, shafts, gears, etc. The lower section is merely a cover which can be removed at any time for inspection.

The transmission is of the sliding gear selective type, having three speeds forward and one reverse. Direct drive is on third speed. The differential consists of four bevel pinions meshing with the two bevel gears on the splined ends of the jack shaft. The differential housing is made entirely of bronze. The shafts are all mounted on annular ball bearings except the main driving pinion which is mounted between roller bearings. All gears and shafts are made of the highest quality of special automobile clash gear steel, specially heat-treated and hardened and all run in an oil bath.

All transmission gears are stub tooth 5-7 pitch, 1-3/4" face. Main transmission shaft is 2-1/8" diameter, countershaft 2" and jack shaft 1-15/16" diameter.

Gear ratio: High 4.4 to 1; second, 8.1 to 1; low 16 to 1; reverse 18.9 to 1.

DRIVE:

The two side chains are driven by interchangeable sprockets and drive the rear sprockets, which are bolted to rear wheels. Chains are 102" long, 1-1/2" pitch, 3/4" rollers, links are quick detachable.

SPROCKETS:

The driving sprockets are cut from one piece of steel, and are mounted on annular ball bearings, keyed, and clamped by nuts to jack shaft, and with jack shaft may be readily removed. The rear sprockets are made of cast steel. They are integral with the emergency brake drums, and are bolted to the rear wheels.

BRAKES:

There are four brakes.

Two are external contracting bands lined with non-heating fabric, acting on drums attached to the jack (sprocket) shafts. They are operated by a pedal lever, and when in operation brake directly on rear wheels through the sprockets and side chains, taking all strain off the transmission, bevel drive and differential gears.

Two are expanding cast shoes faced with non-heating fabric, and are placed inside of sprocket drums, bolted to rear wheels. They are protected from dust by a sheet steel shield, and are operated by an emergency hand brake lever.

Both emergency and foot brakes are provided with equalizers. Service brakes are 3" wide, 11" in diameter; emergency brakes are 2-1/2" wide and 16" in diameter.

OPERATING
STAND:

Operating stand is built of wood and steel. Seats having high back and sides, are placed near center of frame at rear of motor, and accommodate two men. Steering wheel and operation levers are placed convenient to driver. Seat and dash are provided with brass mounting handles. Floor boards are covered with pyramid aluminum.

CONTROL:

The throttle and spark levers are located on top of the steering wheel and engage with a sector which does not revolve with the steering wheel. All gears (three speeds forward and one reverse) are operated by one lever conveniently located beside the emergency hand brake lever. The clutch and jack shaft brakes are operated by foot pedals; the emergency brake by a hand lever. The throttle and spark control levers can be operated without removing the hand from the steering wheel.

STEERING
GEAR:

The steering gear is designed especially for this car. It is the worm and nut type with extra large bearing surfaces. It is enclosed in a dust proof case, and all moving parts run in grease. Proper means are provided for all necessary adjustments. The steering mast is placed on an angle, and is provided with an 18" steering wheel.

GEAR
SHIFT:

The gear shift is so arranged with the gear shift lever that only one set of gears can be engaged at a time, all others being automatically locked. When in neutral position all gears are locked. The gear shift lock is extremely simple. No springs are used in its construction.

BUMPER:

A Standard Seagrave Spring Bumper is provided.

FRAME:

The frame is of solid rolled steel channel, of suitable size for the load imposed and the severe service required, drilled and hot riveted, thoroly braced, cross and lateral members arranged to combine greatest strength and rigidity, thus keeping all parts in proper alignment. Frame and cross members are made of 5", 6-3/4 lb. channel. Truss rods having turn-buckles are placed underneath.

SPRINGS:

The springs are semi-elliptic front and rear. Front springs are 40" long, 2-1/4" wide; rear 46" long and 2-1/2" wide. They are made of especial alloy spring metal, the three top leaves being Vanadium steel. All spring bolts are hardened and ground, and provided with compression grease cups. The rear springs are shackled at rear ends only.

AXLES:

The front axle is a solid forging of I- beam section. Spring seat is in line with center of spindle to prevent rocking motion. Rear axle is of 3" section solid, made from special axle steel. Taper roller bearings are used.

STEERING
KNUCKLES:

The steering knuckles and spindles are made of Scott's Unique alloy steel forgings, and are of very liberal dimensions. Ball joints are used for steering rod connections. The cross steering rod is made of nickel steel tubing.

WHEELS:

Artillery type wood wheels made of best selected material with steel bands for tires, and brass hub caps. Hubs are fitted with taper roller bearings. All spokes are tenoned and grooved at the hubs, thus forming a compact immovable assemblage, which cannot loosen under the most severe strain.

Wheel base of 6 cylinder car 151". Tread: front 62", rear, center to center inside dual tires 60"; center to center of outside dual tires 71".

TIRES :

Solid tires, of any standard make desired. Unless specifically mentioned contractor will equip with resilient solid tires--front 36x4"; rear 38x4" dual. Tires are fitted with positive fastenings, S. A. E. dimensions, and quick demountable.

BODY:

The body is built of sheet steel, substantially braced, and is of sufficient size to carry 1200 ft. of 2-1/2" cotton rubber lined fire hose. The bottom is made of hard wood strips 4" wide, spaced 1/2" apart to provide ventilation. Rear end of body is fitted with vertical friction rollers, also with horizontal roller immediately above bottom of body to allow easy laying of the hose.

The sheet metal used in this body is 16 gauge. The body is constructed very substantially, white lead being used between all joints when building to eliminate the possibility of rust.

BRASS
HAND
RAILS:

The hand rails are of brass and are attached by brass standards to the top and sides of the hose body, they extend from the front end of the body over its top panels to rear step. A brass hand rail is placed across the rear of the body at a convenient height from the rear step.

STEPS
AND
FENDERS:

Side steps are as large as space will permit, and are securely placed between the front and rear wheels with steel fenders covering all wheels. Rear step extends from outside to outside of rear fenders, and are at least 15" deep. The fenders entirely protect the body, side and rear steps from mud. The space between the front and rear fenders is entirely closed. All fenders are made of heavy sheet steel and properly braced.

Steps are suitably covered, and the edges are protected with heavy oval steel.

TOOL
BOX:

The tool box is placed at rear of frame and in front of rear step, with door opening backward. It is of ample capacity to carry all small tools, such as repairing outfit, spanners, wrenches, etc., furnished with apparatus. The tool box is provided with trays to which all automobile tools are strapped, thus preventing them from being lost.

CHEMICAL
ENGINE:

The chemical engine is made from heavy hammered Lake Superior copper. Seams and heads are riveted. All openings in shell are flanged inside and riveted. All seams, joints and parts exposed to chemicals are heavily tinned to make a smooth surface and to prevent corrosion and leakage.

The body of the cylinders and the connections are polished. The heads are oval in shape and are handsomely pebbled or plain, as desired.

All valves and connections are within easy reach, and at all times are under full control of the operator.

The chemical tank is mounted by means of trunnions cross-wise of frame.

All piping, elbows, tees and valves are made of heavy bronze and have 1" openings. All joints are thoroughly sweated. The fittings, except the valves, are from special patterns and have long standard threads. The acid dumping device and agitator paddles are on separate shafts, and are operated independently from the same end of the tank.

The cylinder is full equipped with a pressure gauge, agitator, by-pass, one pure lead acid bottle, one extra lead acid bottle, and one brass acid bottle canister in which to carry an extra charge of acid.

The tank is fitted with a 2-1/2" hose connection and valve, whereby the tank may be filled from a hydrant, or the water may be passed thru the chemical hose without entering the tank. The chemical hose is connected with heavy brass couplings from our own patterns, having no lugs nor projections to prevent easy movement from the basket or reel.

The lead acid bottles (both in the tank and in the carrying canister) are effectively sealed by lead stoppers, and the acid can neither deteriorate from long standing nor slop over while in transit.

Before leaving the factory, each tank is tested to the inlet of the chemical hose nozzle to 250 lbs. hydrostatic pressure.

CHEMICAL
EQUIP-
MENT:

The chemical equipment consists of:

- 1 - Chemical tank 40 gallons capacity each
- 2 - 3 Gallon Fire Dept. extinguishers with shut-off nozzle and carrying straps.
- 1 - 2-1/2" hydrant connection and by-pass.
- 1 - Pressure gauge for each tank.
- 200 - Ft. best quality 1" chemical hose, coupled and connected to tank.
- 1 - Chemical nozzle, two tips. Larkin
- 1 - Brass canister for each tank, mounted.
- 2 - Lead acid receptacles for each tank.
- 1 - Acid measure, copper, tin-lined.
- 1 - Acid funnel, copper, tin-lined.
- 1 - Soda Bay, canvas.
- 1 - Automatic reel having a capacity for 200 ft. of chemical hose.
- 2 - Chemical hose spanners.

All necessary wrenches.

FIRE EQUIP-
MENT:

The fire equipment comprises:

- 1 - Trussed extension ladder of two 14 ft. sections, extending to 24 feet.
- 1 - 12-ft. trussed roof ladder with folding hooks.

(The above ladders are placed on the side above the body unless otherwise specified.)

- 1 - Pike pole in regulation holders.
- 1 - Crowbar in regulation holders.
- 2 - Brass lanterns in regulation holders, Dietz.
- 1 - Locomotive bell.
- 1 - Tool-kit with complete set of tools for repairs (see list last page).
- 1 - Bay State Auto-kit containing a complete assortment of socket wrenches.
- 2 - Pair of Weed Tire Chains. 4 chains
- 1 - Heavy Auto Screw-jack.
- 2 - Extra drive-chain repair links. (One of each.)
- 1 - Warner Speedometer. electric lighted.
- 1 - Trouble light and cord.
- 1 - Detroit Door opener.
- 1 - Plaster hook in regulation holders.

Front hand rails to be fitted over front dash board.

LIGHTING EQUIPMENT:

Lighting equipment includes:

- 1 - 10" Revolving Searchlight on dash.
- 2 - 10" Rigid Headlights in front.
- 1 - Tail lamp.

Above lights are electric.

Power for the lights is supplied by the storage battery. When Westinghouse electric lighting system is furnished the generator supplies power to the battery.

PUMP:

To be of the multi-stage turbine centrifugal type, mounted under the driver's seat.

The pump casing is a carefully designed casting of special close grained bronze, and includes in one piece the guide vanes and also the water passages connecting the successive stages. The removable bronze heads, held in place by studs and brass nuts complete the stationary members of the pump.

The rotating member consists of two bronze impellers or pressure drums, mounted on a tubular steel shaft which is carried on an annular anti-friction bearing at one end and a combination annular and thrust bearing at the other; a bronze intermediate bearing is also provided between the two impellers. The steel shaft is protected by bronze sleeves wherever it is exposed to the water. Rotative balance of the impellers is given very careful attention to insure freedom from vibration when pump is in operation. End thrust on the pump shaft is practically eliminated by the internal design.

The design of the impellers and water passages is such that the water velocity is low, thus reducing water friction and abrasion to a minimum, and making for a high degree of efficiency. A peculiarity of the impeller design also permits of a wide range of variation in pressure and volume without materially effecting the efficiency.

A suction connection is provided on each side of the machine above the running board.

Discharge connections are located on each side of the machine but are all controlled from the operator's side by levers conveniently located; thus enabling the operator to control any line of hose instantly. Bleeder valves are provided

for each hose line and these are also controlled from the operator's side.

Discharge connections are provided on the various models as follows: 500 gallon size, model "T", one outlet on each side; 750 gallon, model "T", one outlet on left hand side and two on right hand side; 1000 gallon, model "S", two on each side. Arrangements to be made for also discharging water from pump, thru chemical hose.

All valves are placed inside of the enclosed body of the machine and all pumps going to cold climates are fully panned in, thus utilizing the otherwise waste heat of the motor and exhaust pipe to prevent freezing of any operating valves while motor is in operation.

PUMP
DRIVE:

Power from the motor is transmitted to the pump thru two pairs of hardened steel gears running in an oil bath, and enclosed in a malleable iron case bolted directly to the pump. When the car is on the road these gears are shifted out of mesh by conveniently located lever.

PRIMING
DEVICE:

Pump is primed by means of rotary pump positively driven from pump transmission which exhausts the air in from 10 to 30 seconds. The control is so located that it can be reached from driver's seat or from side step.

CAPACITY:

Capacity of the pump at normal speed without crowding engine:

120 lb. net pressure at pump discharge 500 gallons.

200 lb. net pressure at pump discharge 325 gallons.

250 lb. net pressure at pump discharge 200 gallons.

GOVERNOR:

A patent governing device is provided which is actuated by water pressure from the main pump automatically throttling the motor so that the discharge pressure at the pump will not rise above a predetermined point, regardless of whether any or all of the discharge openings are closed. Should the pump pressure, due to the opening of discharge gates, fall below the point at which the governor is set, instantly the throttle will automatically open and cause the motor to deliver the required amount of power to maintain the predetermined pressure, or its equivalent in volume of water at a lower pressure. In other words, the pump is provided with an efficient governor which positively protects the fireman at the nozzle. When the machine is being run on the road, this throttle is always in wide open position, as there is no pressure in the pump.

PUMP
EQUIPMENT:

2 - 10 ft. sections of 4 inch rubber fire hose, with proper couplings and strainer, best quality,

1 - 10 ft. length of 3 in. flexible cotton rubber lined suction hose, of best quality, fitted with couplings for 4" hydrant connection and reducer for 2-1/2" hydrant connection.

Suction hose couplings will be provided with handles or horns of standard design.

2 - Compound pressure vacuum gauge.

3 - Spanners, one 4", two 2-1/2".

PAINTING:

Pure white lead, linseed oil and best coach colors are used. Colors may be selected by the purchaser, but unless otherwise specified in contract, running gear will be painted regulation fire department red, body a darker shade, and ladders natural wood. Suitable and beautiful decorations will be in fine colors and gold leaf.

GEAR AND FRAME English vermillion

BODY Fire Dept. red.

LADDERS Natural

LETTERING S. D. F. D.

No. _____

FINISH: Unless otherwise specified, all bright and polished parts will be in nickle plated.

GENERAL: This entire apparatus is built in our factory, from designs made in our engineering department, and of the best materials. It is constructed to withstand the hard usage incident to the requirements of fire-fighting apparatus.

The accessory parts, such as spark coils, batteries, carburetor, timer, etc., shall be of the best and latest improved patterns.

Rubber tires and accessories that must be purchased from other manufacturers are subject to the guaranty of such manufacturers.

GUARANTY: We endeavor to furnish the best of everything that can be procured, and will at any time within two years replace free of charge at our factory any defective workmanship or materials for which we are responsible.

We do not, however, guarantee against accidents or carelessness.

It is the intention of these specifications to furnish a complete piece of apparatus, built of the best materials, finished in handsome style according to these specifications, and minor details omitted by an oversight will not plead an excuse for the omission.

THE SEAGRAVE TOOL AND REPAIR KIT SPECIFICATIONS.

A complete set of high grade socket wrenches (31 in number) with swiveling reversible ratchet handle, several extension shanks and a universal joint; in all it consists of 36 pieces.

By means of the various combinations of which these are susceptible it is easy to remove any of the many nuts and cap screws on a car.

36 - Total number of pieces in above described outfit.

1 - 7/16" & 1/2" Double End Wrench.

1 - 9/16" & 11/16" Double End Wrench.

1 - 19/32" & 25/32" Double End Wrench.

1 - 5/8" & 3/4" Double End Wrench.

1 - 7/8" & 1-1/16" Double End Wrench.

1 - 3/8" & 1/2" Double End Wrench.

1 - 15/16" & 1" Double End Wrench.

1 - 10" Trimo Wrench (gas pipe).

1 - 6" Westcott Wrench.

1 - 15" Coes Wrench (monkey).

1 - 9" Auto Wrench (flat bicycle).

1 - No. 1 Always Ready Wrench (alligator double).

1 - Spark Plug Wrench C-526.

1 - Spark Plug Wrench Handle U-103.

1 - 9" Screw Driver.

1 - 6" Screw Driver.

1 - 6" Offset Screw Driver.

1 - No. 2 Cotter Pin Extractor.

1 - 12-oz. Ball Pein Hammer.

1 - Combination Pliers.

This entire tool kit is fastened with straps on removable shelves in rear tool box

- 1 - 8" Flat File. All of the above named tools are of the highest grade materials and regulation pattern
- 1 - 8" Round File.
- 1 - 3/8" -5" Cold Chisel.
- 1 - 1/2" -6" Cold Chisel.
- 1 - 3/8" -5-1/2" CapeChisel.
- 1 - 1-1/2" -6-1/2" Cape Chisel.
- 1 - 1/2" Solid Punch.
- 1 - 7/16" -5-1/2" Drift Punch. No other car has so large an outfit of tools
- 1 - No. 1 Bearing Scraper.
- 12- 1/8" x 1" Cotter Pins)
- 12- 3/32" x 1" Cotter Pins)
- 6 - 5/32" x 1-1/2" Cotter Pins) In tin box.
- 3 - 1/8 x 1-1/2" Cotter Pins.)
- 6 - 1/4" Lock Washers.)
- 6 - 5/16" Lock Washers.)
- 6 - 3/8" Lock Washers.) In tin box.
- 6 - 7/16" Lock Washers.)
- 6 - 1/2" Lock Washers.)
- 1 - 1/2-pint Oil Can--14A.
- 1 - 1/2-pint Pump Oiler.
- 1 - Elite Jack.
- 2 - Drive Chain Repair Links No. 157.
- 1 - Valve Cap Wrench.

"Exhibit C."

S P E C I F I C A T I O N S.

FOR

A SPECIAL TYPE H GASOLINE MOTOR.

Designed and built by

THE SEAGRAVE COMPANY, COLUMBUS, OHIO.

MOTOR

Four cycle motor. Type H Water-cooled; six vertical cylinders, cast separately, with integral water jackets. Intake and exhaust valve chambers are on opposite sides. All gears are enclosed.

Bore 6 3/4 inches; Stroke 8 inches.

Rated by S. A. E. formula 109, 3 H.P.

CRANK CASE.

Crank case is made in two parts, parted horizontally through plane of crank shaft center. The upper section forms cylinder support and is vertically divided between the cylinders by webs or walls which support the crank shaft bearings. Through bolts are used in clamping cylinders and crank shaft bearings in place. All working mechanism of the motor, excepting oil pump, is securely fastened in or on the upper section.

The lower section is the reservoir for oil. It is removable for access to mechanism without disturbing any bearings or other parts. To be malleable iron.

CYLINDERS.

Cylinders are of best grade Northern grey iron (cast) and are provided with ample water jackets which are tested by hydraulic pressure before and after finishing. Cylinders are ground to exact size after machining. Spark plugs are located in screwed in malleable iron plugs of larger diameter than intake or exhaust valves. The removal of these malleable iron plugs allows the valves to be taken out without disturbing any other parts. The combustion chamber is free from pockets and projections. Malleable iron plugs or valve covers are seated on asbestos

copper gaskets making a permanent gas-tight fit.

CONNECTING
RODS:

Connecting rods are made of drop forged steel I-beam section, 18" center to center of bearings. Crank shaft end is capped and bored for bushings of laminated S.A.E. bearing bronze. The cap is held in place by two bolts securely locked by castle nuts and cotters. Suitable liners are provided for taking up wear. The piston end is fitted with a bushing of best phosphor bronze, 3-1/8" long for pin 1-1/2" diameter. Crank pin bearing is 3-1/8" diameter and 3-3/8" long.

CRANK:
SHAFT:

Crank shaft is of type "A" Vanadium steel, turned from solid forging, heat treated and ground to exact size. Six cylinder motors have seven bearings. Crank shaft has an integral flange on the fly-wheel end of liberal dimensions to which the fly wheel is bolted. All bearings are 3-1/8" diameter. The front bearing is 5" long, rear 5-1/2" long, center bearings are 2-3/4" long.

CAM
SHAFTS:

There are two cam shafts, one on each side of the motor, enclosed, in upper section of crank case, with cam gears located in forward end, encased and easily accessible. Cam shafts are made of high grade carbon steel, ground to 1-1/4" diameter, and have three bearings for four cylinders and four bearings for six cylinders. Front bearing is 5" long, center bearings 4-1/2" long, and rear bearing is 4" long. Cams are carefully hardened, keyed and pinned to shaft, after which they are accurately ground by master cam to the form giving greatest efficiency.

VALVES:

Intake valves are located on right hand side of engine, and exhaust valves on the left hand side. They are operated by separate cam shafts. Valve and stems are forged integral and are made of Tungsten Steel. The valve lifter rollers and tappets are hardened and move in removable bronze guides. Valve lifter guides are capped to prevent water or dirt from getting into the crank case. Caps over valves are easily removed for the inspection or replacement of valves.

Dimensions: Intake and exhaust valves are 3-3/8" in diameter and have 15/32" lift.

BEARINGS:

Crank shaft and connecting rod bearings are of Babbitt metal reinforced with perforated steel, conforming to S. A. E. specifications. Cam shaft, piston pin, and all other bearings, are made of phosphor bronze.

LUBRICATION:

A self-contained oiling system is provided by means of a gear pump in lower section of crank case, which is driven from cam shaft through spiral gears. This pump forces an abundance of oil at high pressure to all crank shaft bearings. Separate oil leads also supply constant level troughs which are cast integral with lower half of crank case and into which the connecting rods dip, lubricating the connecting rod bearings. The piston pin bearings, cylinder walls, cam shaft bearings, cams and valve lifters are lubricated by splash.

The oil in this self-contained system is filtered before it passes through the pump, and provision is made for cleaning the filter and draining the oil from the reservoir. The sump has a capacity of five gallons, a filler pipe being conveniently located on the left hand side of motor near the forward end. A sight feed tell-tale to be located in suitable position; the return oil pipe from this leads to the timing gears in a separate compartment, at the front end of the crank case.

Magneto drive shaft and water pump drive shaft (which extend thru the timing gear case) are fitted with stuffing boxes at these points to prevent leakage of oil.

COOLING
SYSTEM

A centrifugal water pump is attached to the left hand side of the motor and is operated from the cam shaft. All exposed steel in pump to be covered with bronze sleeves to prevent rust. Water is forced thru the water inlet manifold on the lower left hand side of cylinder water jacket. After circulating around the cylinder walls the water is forced thru the tops of cylinder jackets and into the exhaust water manifold which leads to the exhaust manifold. (gas). Exhaust gas manifold to be water jacketed and provision made for circulating water and to pass out thru exhaust pipe. Pump to have flange to permit connecting to a suction or intake pipe.

CARBURETOR: Carburetor is of the float feed type, with automatic auxiliary air intake. The float chamber maintains a constant level or supply of gasoline. The carburetor is controlled by the throttle lever.

IGNITION: Double type.
First, by Bosch high tension water-proof magnetor to one set of spark plugs.
Second, by current from the storage battery thru a timer distributor and coil to another set of spark plugs. Each system is entirely independent of each other. Spark plugs are located in valve caps. All ignition cable is of the highest grade and is covered by water proof conduits. Each cylinder to have 3 spark plugs.

STARTING:
SYSTEM: All arrangements to be made for air starter. No air-tank or air-pump to be furnished, but other equipment necessary to be furnished and properly installed, on engine. Provision for cranking motor by hand is retained.

COMPRES-
SION
RELEASE: Large motors having high compression are difficult to crank by hand, therefore in order to facilitate this operation (should it ever become necessary), small cams are ground integral with exhaust cams, and by shifting the exhaust cams shaft forward by means of a conveniently located lever, a part of the compression is released until the motor is started, when the release lever is returned to the closed position.

FLY WHEEL: Fly wheel is of liberal dimensions and is bolted securely to the flange which is forged integral with the crank shaft.

COUPLING: Arrangement to be made for flexible coupling to connect pump with engine from fly wheel end as per sketch submitted.

ENGINE
BASE: Proper support frame to be built of sufficient size and strength for engine to rest on.

Sides of crank-case to be so designed that they can be removed to permit of easy accessibility to bearings etc. without dis-assembling or raising up motor.

PUMP
TRANS-
MISSION: Pump transmission gears to be furnished. Gear ratio 2 6/10 to 1.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of EXECUTORY CONTRACT OF PURCHASE AND SALE between THE SEAGRAVE COMPANY and CITY OF SAN DIEGO, CALIFORNIA, being Document No. 97692.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 13th day of March, 1916, 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 SWIFT & COMPANY, a corporation organized and existing under and by virtue of the laws of the State of West Virginia, hereinafter des-

ignated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Commencing at a point on the south line of F street, as the same is described in Ordinance No. 6223 of the Ordinances of the City of San Diego, distant 300.1 feet westerly from the westerly line of Atlantic Street, as now located; thence westerly along said south line of F street a distance of 200 feet to a point; thence south $0^{\circ} 01' 40''$ west on a line parallel to the westerly line of said Atlantic street a distance of 120.50 feet to a point; thence curving to the left with a radius of 1020.92 feet a distance of 200 feet, more or less, to an intersection with the northerly line of that certain franchise heretofore granted to Spreckels Brothers Commercial Company, and described in Ordinance No. 2200 of the Ordinances of the City of San Diego; thence easterly along the northerly line of said Spreckels Brothers Commercial Company's franchise to an intersection of a line drawn parallel to and 300.1 feet westerly from the westerly line of said Atlantic Street; thence northerly on a line parallel to and distant 300.1 feet westerly from the westerly line of said Atlantic Street, 300 feet, more or less, to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of twenty-five (25) years from and after the first day of January, 1916, unless sooner terminated as hereinafter provided, at the following yearly rentals:

One Dollar (\$1.00) per month during the year 1916,

Twenty-five Dollars (\$25.00) per month during the years 1917, 1918, 1919 and 1920.

Beginning on the first day of January, 1921, and every five years thereafter during the term of this lease, being the first day of January, 1926, the first day of January, 1931, and the first day of January, 1936, the Common Council shall fix the rental to be paid for the lands herein described, which rental so fixed shall prevail for the five years immediately following the fixing of such rental; said rental at no time to exceed five per cent (5%) of the assessed valuation of the land; it being understood that such valuation shall not materially exceed the valuation of adjacent lands similarly situated.

Said rentals shall be payable monthly in advance, in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 31st day of December, 1940, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon the same terms and conditions as are provided in this lease, or of terminating this lease and taking over the properties located thereon, upon payment to the Lessee of the reasonable valuation of said properties, said valuation to be determined as and of the date the same are acquired and taken over by the City of San Diego.

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 Common Council evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by such annulment, change or modification.

It is further understood and agreed that notwithstanding the term herein mentioned, the said Lessee may, at any time during said term, upon thirty days written notice to said City, terminate this lease, and be under no further obligation to carry out the terms and conditions as herein set forth.

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 said premises shall be used as follows:

For the erection and maintenance of a factory or plant for the reduction of kelp, or the extraction of the constituents thereof, for the installation of such machinery and appurtenances as shall be necessary or incident to the operation of such plant, together with the right to build and maintain such docks, wharves, and piers as shall be necessary or convenient to the conduct of the business of said Lessee. All buildings or other structures so constructed to be in accordance with the ordinances of the city of San Diego, and to meet with the approval of the Manager of Operation of said City. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of one year from and after the execution of this lease, unless this lease shall have been sooner terminated, expend in the construction and erection of such buildings and structures, and in the acquiring of barges, harvesting machinery and equipment, a sum of money not less than One Hundred Thousand Dollars (\$100,000.00), and the failure of said Lessee to expend said sum of One Hundred Thousand Dollars on or before the first day of January, 1917, shall be sufficient cause to warrant the cancellation of this lease by said Common Council. It is further understood and agreed that before the construction and erection of such buildings and structures, the plans therefor shall be submitted to and approved by the Common Council of said City, and shall be attached to and made a part of this lease; and further, that the exterior surface of all buildings, structures and walls shall be plastered, painted, or finished in other material, of light buff or gray tint.

(2). It is further agreed that the City shall build and maintain, free of cost to said Lessee, a temporary bulkhead along the waterfront line, as shown by the present maps of the harbor of San Diego, and shall dredge and maintain dredged to a depth sufficient for the safe navigation of vessels of one thousand tons, net tonnage, that portion of the Bay of San Diego lying between the United States Bulkhead line, the present municipal pier, the wharf of the Spreckels Brothers Commercial Company, and the main deep water channel; the City shall also, at its own expense, fill the above described site up to such grade as shall be on a level with the surrounding property, the fill required being at the present time approximately four feet.

(3). It is further agreed by the Lessee that the combustion of fuels of all sorts will be so complete as to cause no unconsumed carbon or visible smoke at any time of the day or night.

(4). It is further agreed by said Lessee that no refuse shall be worked into any by-product which shall in any way be objectionable or offensive; and no refuse of any character shall be thrown into the bay of San Diego.

(5). Said Lessee shall have the right and privilege of filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of the said premises hereby leased, and provided further, that no work shall

be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego; provided, however, that any proposed change in the levels or surface of the said premises shall be first submitted to the Manager of Operation of said City, and no work shall be undertaken thereon until said plans have been approved by said Manager of Operation.

(6). The City of San Diego hereby specifically reserves over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel the United States Bulkhead line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way, which shall be not less than one hundred feet in width.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same.

The Lessee shall have the right to call upon the City of San Diego to install and operate, at the cost of the Lessee, an industry track to serve the industry to be erected upon the premises herein described, in the event that said City of San Diego shall construct and operate a municipal belt line railroad, and prior to the construction and operation of such municipal belt line railroad by said City, nothing herein contained shall be construed as preventing the Lessee from applying to any other existing and operating railroad company for the construction and operation of an industry track to serve the industry to be erected on the land herein described.

(7). That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(8). In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, and said Lessee shall forfeit all rights and claims thereto and thereunder, and in such event, the Lessee, upon paying the rent up to the time of such termination, shall be released of and from all liability hereunder; and said Lessee, in accepting this lease, hereby acknowledges the right of said Common Council 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). It is understood and agreed that the title to all buildings and structures which Lessee may erect upon the premises shall at all times remain in said Lessee and that upon the expiration of the term herein granted, or expiration of any extended or renewal term, or upon the earlier termination of this lease, as hereinbefore provided, said Lessee shall have the right to remove from said premises all buildings and structures, equipment, machinery and fixtures placed by it upon said premises.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, under and pursuant to the authorization contained in Ordinance No. 6419 of the Ordinances of said City, adopted by said Common Council on December 20th, 1915, and the said Lessee has caused its corporate name to be subscribed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized.

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

SWIFT AND COMPANY

By W. W. Sherman

Assistant Treasurer.

(SEAL) ATTEST:

H. W. Tobey

Assistant Secretary.

I hereby approve the form of the foregoing Lease, this 13 day of March, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE TIDE LANDS, from CITY OF SAN DIEGO, CALIFORNIA to SWIFT & COMPANY, being Document No. 97911.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, PACIFIC TANK AND PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of _____, as Principal, and UNITED STATES FIDELITY AND GUARANTY CO. a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of March, 1916.

The condition of the above 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

material, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to construct and install a wood stave pipe line from the Upper Otay Dam to the outlet tower of the Lower Otay Reservoir, in the County of San Diego, State of California, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 11th day of February, 1916, marked Document No. 97104, endorsed "Plans and Spec. for wood stave pipe line to connect Upper Otay to Lower Otay." true copy of which is 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, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have caused their corporate names to be subscribed, and their corporate seals to be affixed hereto, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

PACIFIC TANK AND PIPE COMPANY

BY E. C. Pitcher (SEAL)

Pres.

G. F. McArthur

Secty

UNITED STATES FIDELITY AND GUARANTY CO.

By H. V. D. Johns

Attorney-in-fact

By W. S. Alexander

Attorney-in-fact

ATTEST:

Geo. T. Gerken

(SEAL)

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

On this 13th day of March in the year one thousand nine hundred and 16, before me W. W. HEALEY, a Notary Public in and for the City and County of San Francisco, personally appeared H. V. D. Johns and W. S. Alexander known to me to be the persons whose names are subscribed to the within instrument as the Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and acknowledged to me that they subscribed the name of the United States Fidelity and Guaranty Company thereto as principal, and their own names as Attorneys-in-Fact.

(SEAL)

W. W. Healey,

Notary Public in and for the City and County of San Francisco, State of California.

I hereby approve the form of the within Bond, this 20th day of Mch, 1916.

T. B. Cosgrove

City Attorney.

By M. R. Thorp,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 20th day of March, 1916.

O. M. Schmidt

C. W. Fox

P. J. Benbough

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright, City Clerk.

By Hugh ASanders Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, PACIFIC TANK AND PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of _____, as Principal, and United States Fidelity and Guaranty Co. 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 all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Sixteen Thousand Dollars (\$16,000.00), good and lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of March, 1916.

The condition of the above 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 material, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to construct and install a wood stave pipe line from the Upper Otay Dam to the outlet tower of the Lower Otay Reservoir, in the County of San Diego, State of California, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 11th day of February, 1916, marked Document No. 97104, endorsed "Plans and Spec. for wood stave pipe line to connect Upper Otay to Lower Otay," true copy of which is 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 Dollars (\$16,000.00), 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 of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

NOW THEREFORE, if the above bounden Principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, that the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public work', approved March 27, 1897," and approved May 1, 1911

IN WITNESS WHEREOF, the said Principal and Surety have caused their corporate names to be subscribed, and their corporate seals to be affixed hereto, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

PACIFIC TANK AND PIPE COMPANY

ATTEST:

By E. C. Ritcher (SEAL)
Pres.
G. F. McArthur
Secty

UNITED STATES FIDELITY AND GUARANTY CO.

By H. V. D. Johns
Attorney-in-fact.

(SEAL)

By W. S. Alexander
Attorney-in-fact

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

On this 13th day of March in the year one thousand nine hundred and 16, before me W. W. HEALEY, a Notary Public in and for the City and County of San Francisco, personally appeared H. V. D. Johns and W. S. Alexander known to me to be the persons whose names are subscribed to the within instrument as the Attorneys-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and acknowledged to me that they subscribed the name of the United States Fidelity and Guaranty Company thereto as principal, and their own names as Attorneys-in-Fact.

(SEAL)

W. W. Healey,

Notary Public in and for the City and County of San
 Francisco, State of California.

I hereby approve the form of the within Bond, this 20th day of Mch, 1916.

T. B. Cosgrove,

City Attorney

By M. R. Thorp

Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 20th day of March, 1916.

O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Hugh A. Sanders, 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 28th day of February, 1916, by and 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 PACIFIC TANK AND PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of _____, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said 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 material, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to construct and install a wood stave pipe line from the Upper Otay Dam to the outlet tower of the Lower Otay Reservoir, in the County of San Diego, State of California, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 11th day of February, 1916, marked Document No. 97104, and endorsed, "Plans and Spec. for woodstave pipe line to connect Upper Otay to Lower Otay," true copy of which plans and specifications is hereto attached, marked "Exhibit A," by reference thereto incorporated herein and made a part hereof as fully as though written out plainly in this paragraph.

Said contractor hereby 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 and construction as shown upon said plans and specifications, as the same may be interpreted by the Manager of

Operation of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such plans and specifications by said Common Council.

Said Contractor agrees to do and perform all of the said work of construction and installation, and to furnish all labor, materials and equipment necessary or incidental thereto, as shown on said plans and specifications, at and for the following unit prices, to-wit:

LENGTH	SIZE	HEAD	UNIT PRICE PER FOOT	TOTAL COST.
389.5 feet.	24"	50'	\$1.30	\$ 506.35
4030. "	24"	75'	1.36	5480.80
490. "	24"	100'	1.47	720.30
150. "	24"	125'	1.58	237.00
550. "	24"	150'	1.68	924.00
1000. "	36"	40'	1.99	1990.00
120. "	36"	50'	2.08	249.60
2640. "	36"	60'	2.17	5728.80
3600. "	36"	70'	2.26	8136.00
1810. "	36"	80'	2.38	4307.80
680. "	36"	90'	2.50	1700.00
<u>150. "</u>	<u>36"</u>	<u>100'</u>	<u>2.62</u>	<u>393.00</u>
15609.5 feet				\$30373.65

The various lengths and heads to be increased or diminished at the discretion of the City Engineer.

Said Contractor agrees to commence said work within five (5) days after the signing 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 (45) days from the signing of this contract, unless delayed by strikes, fires or floods, inability to secure cars, delays in transit by the transportation company, or other causes beyond its control.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by it to be performed, and the acceptance of said construction and installation by the said City, will pay said contractor, in warrants drawn upon the fund set aside and appropriated for the work herein described by Ordinance No. 6497 of the ordinances of said City, the sum hereinbefore set forth. Such payments to be made as follows:

The City Engineer of said City shall, on or before the tenth day of each month, make an estimate of the amount of work properly performed and completed, and in such condition as to be accepted by said City, during the preceding month, and on such estimate being made and reported to the Auditing Committee of said City, seventy-five per cent. (75%) of the amount estimated by said City Engineer to have been done shall be paid, and twenty-five per cent. (25%) of the whole estimate and of all the work so performed, shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

Said Contractor further agrees that it will not underlet nor assign this contract, nor any part thereof, to any one, without the consent of the Common Council of said City, in writing, having been first obtained.

Said Contractor further agrees that in the performance of the work in this contract

specified, it will fully protect all work, labor, structures and improvements now completed or in process of completion, located and situated near or adjacent to the points where the work shall be performed under the terms of this contract, and in case any damage is done to any work, structures, or improvements by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, prior to the final acceptance of the work by said City, said Contractor shall repair such damage at its own cost and expense.

Further, said Contractor hereby agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor agrees to furnish said City of San Diego 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 and construction specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of 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, upon any of the work provided by this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extra-ordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof", approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than Two Dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council of said City, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City of San Diego, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the said City, (as de-

terminated by said Common Council) of the remaining unused portion of the material so purchased shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the said City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the said City to annul the contract, nor shall the failure of said City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress, be construed as a waiver of the right of the said City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Manager of Operation of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of it to be outside the requirements of this contract, or considers any record or ruling of the Manager of Operation as unfair, it shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the plans and specifications and in the execution of the work to be done under the plans and specifications, as in the judgment of the Manager of Operation of said City may be deemed necessary or expedient to carry out the intent of the contract; provided always, however, that no increase in price over the contract price shall be paid to the Contractor on account of such change or changes, unless prior to making such change or changes a formal written agreement between the parties hereto has been executed providing for such increase in price and the manner of determining the same.

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; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has caused its corporate name to be hereunto subscribed and its corporate 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

O. M. Schmidt

C. W. Fox

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

PACIFIC TANK AND PIPE COMPANY

By E. C. Pitcher

Pres. (SEAL)

G. F. McArthur

Sect'y

(SEAL) ATTEST:

Allen H. Wright

City Clerk

ATTEST:

Geo. T. Gerken

I hereby approve the form of the foregoing Contract, this 20 day of Mch, 1916.

T. B. Cosgrove,

City Attorney

By M. R. Thorp,

Deputy.

S P E C I F I C A T I O N S

FOR THE CONSTRUCTION OF A WOOD STAVE PIPE LINE FROM THE UPPER OTAY DAM
TO THE OUTLET TOWER OF THE LOWER OTAY IN THE COUNTY OF SAN DIEGO, CALIFORNIA.

The work to be performed under these specifications is the furnishing of all labor and material for the installation of a continuous, or machine banded wood stave pipe line from the Upper Otay dam to the outlet tower at lower Otay, approximately 16,000 feet.

The contractor shall, for the price bid, furnish all the material, f.o.b. San Diego, and the labor necessary for the installation of the pipe in the trench in a manner acceptable to the City Engineer of the City of San Diego, and the City of San Diego will do the necessary trenching, as well as the transportation of staves and bands along the line of said trench.

SIZE In size, the pipe shall be thirty (30) inches inside diameter, or a combination of sizes which will deliver as much water as a thirty (30) inch continuous pipe.

MATERIALS All material shall be of specified quality. Rejected materials shall be immediately removed from the work by the contractor and shall not be brought again to the work.

LABOR Any overseer, superintendent, laborer or other person employed on the work by the contractor who shall perform his work in a manner contrary to these specifications shall be discharged immediately, and such person shall not be re-employed on this contract.

TRENCH. The City of San Diego shall provide the necessary trench or bench, same to be not less than two (2) feet wider at the bottom than the exterior diameter of the pipe; said trenching to be done far enough in advance of the pipe laying not to interfere with the pipe layers. The City shall erect any trestles or other structures necessary, and shall keep the trench free from water.

DELIVERY. The city shall unload cars, sort staves into even foot lengths, and haul and deliver all materials conveniently along the line of the trench.

DAMAGE. All loss or damage arising from any unforeseen obstruction, or difficulties which may be encountered in the prosecution of the work, or from any action of the elements prior to the acceptance of the work, or from any act or omission not authorized by these specifications, on the part of the contractor or any agent or person employed by him shall be sustained by the contractor.

The contractor shall be required to hold the city harmless against all claims for the use of patented articles, processes or appliances in connection with the contract.

INSPECTION. The contractor shall notify the city when he desires a final acceptance of the work, whereupon the city will make the necessary inspection.

STAVES. The staves shall be milled from clear, straight-grained, sound thoroughly seasoned redwood lumber, free from knots, shakes, splits, dry rot, sap, punky or decayed wood which would impair its strength or durability. No quartered sawed staves will be permitted. A small proportion of the staves may contain small, sound knots which do not extend through the stave.

Staves shall be milled to the circular outline of the pipe, both inside and outside, and shall dress one and one-half ($1\frac{1}{2}$) inches in thickness, and the edges shall be milled to radial lines. Stave ends shall be cut off square, and slotted for the insertion of a metal tongue, which is to be used.

TONGUES. The ends of the staves shall be connected by means of tongues of 1/8" by 1 1/2" steel, of proper width to fit staves.

BANDS. The bands shall be of 1/2" round, mild steel, having a tensile strength of not less than 58,000 pounds per square inch of cross section, and shall stand being bent when cold, 180 degrees upon itself and hammered down flat without showing signs of fracture.

The bands shall have standard button heads on one end and six inches of cold rolled upset thread with hexagon nut and washer on the other end, or, if preferred, a cold rolled upset thread with hexagon nut and washer on each end. Bands to be bent to circle to fit the pipe.

SHOES. The shoes shall be made of either malleable or cast iron, and shall be of such strength as to exceed that of the bands.

COATING. The bands and shoes shall be dipped in an asphaltum dip before shipment is made from the factory. Should this coating be injured during transportation or construction, same shall be repainted with a good quality of asphalt paint.

SPACING OF BANDS. The spacing of the bands required under varying heads is given below in a table showing the number of bands required for each 100 linear feet of pipe:

Head in feet	50	60	70	80	90	100	110	120	130	140	150
Bands per 100 ft	120	140	163	187	210	239	257	280	303	326	350

The maximum spacing shall be ten inches on the main body of the pipe, and six inches over butt joints.

MACHINE BANDED PIPE.

STAVES. The lumber shall be of the same quality as specified for continuous wood stave pipe, and shall dress to 1-5/16 inches in thickness.

BANDING. The pipe shall be banded with No. 2 gauge galvanized steel wire or larger, spaced so as to provide a working stress not in excess of 15,000 pounds per square inch of cross section.

CONNECTIONS. Pipe shall be furnished in random lengths up to twenty feet and shall average thirteen feet, and shall be connected by individually banded wood collars.

All pipe shall be installed by the contractor in a manner acceptable to the City Engineer, and shall be tested with water to be furnished by the City. Any leakage that may develop shall be caulked by the contractor at his expense.

DEFINITIONS. Wherever, in these specifications, the word "City" is used, it shall be understood to mean the City of San Diego, acting through it's Mayor and Council, or their duly accredited representative.

Wherever the word "Engineer" is used it shall be understood to mean the City Engineer of the City of San Diego.

Wherever the word "Contractor" is used it shall be understood to mean the person or firm employed to do all or any part of the work, or to furnish all or any part of the material to be used on the work.

F. M. Lockwood,
George Cromwell,
City Engineer
By Eugene A. Schmidt,
Asst.

(BLUE PRINT)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and PACIFIC TANK & PIPE CO., install Pipe Line to connect Upper Otay Reservoir to Outlet of Lower Otay Reservoir, being Document

No. 97469.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

AT&SF ASSISTANT SECRETARY'S CONTRACT NO. _____

A G R E E M E N T

between

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

and

CITY OF SAN DIEGO.

Covering docking space of
San Diego fire boat at
San Diego, California.

Dated, February 14, 1916.

2/12/16

INDENTURE, Made this 14th day of February,
1916, between THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY, a Kansas corpor-
ation, hereinafter called the Railway Com-
pany, and the CITY OF SAN DIEGO, a munici-
pal corporation organized and existing under
the laws of the State of California, herein-
after called the City.

RECITALS:

The Railway Company owns and maintains what is known as Santa Fe Wharf within the limits of the City and the City desires to berth its fire boat at said wharf and to use the lower floor of the office building located upon said wharf as a dormitory, office and headquarters for the crew of said fire boat which privilege the Railway Company is willing to accord to the City, without charge, upon the terms and conditions hereinafter specified.

AGREEMENT:

IN CONSIDERATION of the premises and of the faithful performance by the City of the covenants on its part to be kept and performed, the Railway Company does hereby grant to the City, without cost or expense, license and permission to berth the fire boat of the City alongside the wharf of the Railway Company in the City of San Diego known as the Santa Fe Wharf and to use so much as the City may desire of the lower floor of the office building or structure located upon said wharf as a dormitory, office and headquarters for the crew of said fire boat, together with the right to install therein such partitions, fire alarm system or other equipment as the City may desire.

The City, in consideration of the privileges granted to it, agrees:

1. That it will, at its own expense, install and maintain such fender piles or piling as may be necessary to protect said wharf against damages from the fire boat which it is proposed to berth thereat.

2. That it will, at its own entire cost and expense, install such partitions in and make such alterations and repairs to the lower floor of building upon said wharf as it may deem necessary to render such quarters suitable for the uses of the crew of such fire boat;

provided, however, that any such changes shall be made in a way which will not impair the strength or usefulness of said structure and upon any termination hereof it will, if the Railway Company shall so request in writing, remove any partitions or fixtures which it may have placed in such building.

3. That for the purpose of providing water for the use of said fire boat and the crew thereof, it will, at its own entire cost and expense, either install a separate service pipe upon said wharf from a connection with its own water mains or, if it shall desire to avoid the service pipe, install for its exclusive use, a connection with the present service pipe of the Railway Company, but in the latter event, it will deduct from the bills rendered by it to the Railway Company all charges for water so used by the City as the same may be indicated by an accurate subsidiary meter which the City will install and maintain at its own expense.

4. That the Railway Company shall not be liable for any injury or damage to the fire boat of the City or to the employees or property of the City arising from or growing out of the exercise by the City of the privileges hereby granted to it and whether due to the condition of said wharf or building or to the manner in which the same shall be maintained or used by the Railway Company, it being expressly understood that the City assumes all risk incident to the exercise by it of the privileges hereby conferred.

IT IS MUTUALLY UNDERSTOOD AND AGREED that this agreement shall continue and be in force and effect until it shall be terminated by one party giving to the other ninety days written notice of the desire and intention to terminate the same, which notice shall be deemed sufficiently served by depositing a copy thereof in a United States Post Office addressed to the party intended to be served therewith at its usual place of business.

IN WITNESS WHEREOF the parties hereto have duly executed this indenture in duplicate the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA
FE RAILWAY COMPANY.

BY A. G. Wells,
ITS General Manager.

CITY OF SAN DIEGO,
BY Edwin M. Capps,

ITS Mayor

(SEAL) Attest:

Allen H. Wright,
City Clerk.

I hereby approve the form of the foregoing Agreement this 6th day of March, 1916.

T. B. Cosgrove,
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT between A. T. & S. F. Rwy. Co. and CITY OF SAN DIEGO, CALIFORNIA, for Space on Wharf for Fire Boat etc., being Document No. 98124.

Allen H. Wright,
City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 27th day of March, 1916, 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 S. J. MONTEJO and J. J. AZVEDO, a co-partnership doing business under the firm name and style of San Diego Packing Company, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessees 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessees being more particularly described as follows, to-wit:

Beginning at a point where the northeasterly lot line of Lot 3, Block 44, Roseville, intersects the mean high tide line; thence in a southeasterly direction along the northeasterly line of said Lot 3 produced, a distance of 114 feet, more or less, to a point 150 feet southeasterly from the northeast corner of said Lot 3; thence southeasterly along a line parallel to the northwesterly line of said Lot 3 a distance of 50 feet; thence northwesterly along a line parallel to the northeasterly line of said Lot 3 a distance of 100 feet, more or less, to an intersection with the mean high tide line; thence in a northeasterly direction along the said mean high tide line a distance of 53 feet, more or less, to the point of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessees, for the term of fifteen (15) years from and after the 27th day of December, 1915, at the following yearly rentals:

For the year beginning January 1st, 1916, and ending December 31st, 1916, the sum of One Dollar (\$1.00) payable in advance on the 2nd day of January, 1916.

For the year beginning January 1st, 1917, and ending December 31st, 1917, the sum of One Dollar (\$1.00) payable in advance on the 2nd day of January, 1917.

For the year beginning January 1st, 1918, and ending December 31st, 1918, the sum of One Dollar (\$1.00) payable in advance on the 2nd day of January, 1918.

Beginning on the first day of January, 1919, the Common Council shall fix the rental to be paid for the lands herein described, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City. Said rentals shall be payable in advance in gold coin of the United States at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate.

It is hereby agreed and stipulated that upon the termination of this lease, the City shall have the option of renewing the same for a further term not to exceed twenty-five years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

The Lessees herein shall have the right to sublet the lands hereby leased, or any part thereof, which sub-lease or leases shall be subject to the same conditions and restrictions as this lease.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their

judgment may seem proper.

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 said premises shall be used as follows:

For the erection and maintenance thereon of a building or buildings to be used for the purpose of canning and otherwise preserving fish; all buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego, and to meet with the approval of the Manager of Operation of said City. It is further specifically covenanted and agreed that the Lessees herein named shall, within a period of Ninety (90) days from and after the execution of this lease, construct and erect certain buildings and structures, and expend in the construction and erection of such buildings and structures a sum of money not less than \$4000.00/100, and the failure of said Lessees to expend said sum of \$4000.00/100 on or before the 27th day of June, 1916, shall be sufficient to warrant the cancellation of this lease by said Common Council. It is further understood and agreed that before the construction and erection of such buildings and structures, the plans therefor shall be submitted to and approved by the Common Council of said City, and shall be attached to and made a part of this lease; and further, that the exterior surface of all buildings, structures and walls shall be plastered, painted or finished in other material of light buff or gray tint. In the event that there are now buildings and structures upon the said land herein described, of the reasonable value of \$4000.00/100, then and in that event the foregoing provision shall not be operative.

(2) It is agreed by said Lessees that no by-product of said business of canning and preserving fish, which is objectionable or offensive, shall be made, and no refuse of any character shall be thrown into the Bay of San Diego.

(3) That said Lessees shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of the said premises hereby leased, and provided, further, that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego; provided, however, that any proposed change in the levels or surface of said premises shall be first submitted to the Manager of Operation of said City, and no work shall be undertaken thereon until said plans have been approved by said Manager of Operation.

(4) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel the United States Bulkhead line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at their own cost and expense from any such premises so granted for railroad purposes

any buildings or materials which they may have erected or placed thereon; provided, however, that said Lessees shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(5) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; provided only that said Lessees shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(6) In the event the Lessees shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by them in this lease undertaken, then this lease shall terminate and said Lessees shall have no further rights thereunder, and the said Lessees shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, and said Lessees shall forfeit all right and claims thereto and thereunder, and said Lessees, in accepting this lease, hereby acknowledge the right of said Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessees to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, and the said Lessees have hereunto set their hands the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore,

Herbert R. Fay,

Members of the Common Council.

San Packing Co.

Jose J. Azvedo.

Lessees.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 6th day of March, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE TIDE LANDS from CITY OF SAN DIEGO, CALIFORNIA to SAN DIEGO PACKING COMPANY, being Document No. 97662.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

UNDERTAKING FOR STREET LIGHTING.

KNOW ALL MEN BY THESE PRESENTS: That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and THE AETNA ACCIDENT AND LIABILITY 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 dollars (\$200.00), lawful money of the United States of America, to be paid to the said City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of March, 1916.

WHEREAS, the above bounden San Diego Consolidated Gas & Electric Company has entered into a contract with the said City of San Diego under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913, (Statutes of 1913, page 421), to do all the work upon Fourth Street, between the south line of B Street and the north line of Broadway, in said City of San Diego, (excepting the west side of said Fourth Street, between the south line of B Street and the north line of C 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 Consolidated Gas & Electric Company, or its assigns, shall faithfully perform the said contract, then the above obligation to be void; else to remain in full force and effect.

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

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By H. H. Jones,
Pres.

(SEAL) ATTEST:

M. B. Fowler,
Secretary.

THE AETNA ACCIDENT AND LIABILITY COMPANY

By Frank A. Salmons, (SEAL)
Attorney in Fact.

ATTEST:

M. Sandin,
Attorney in Fact

I hereby approve the form of the foregoing Undertaking this 23 day of March, 1916.

T. B. COSGROVE, City Attorney.

By M. R. Thorp,
Deputy City Attorney.

I hereby certify that the Common Council of the City of San Diego did by Resolution No. 21191, passed and adopted on the 13th day of March, 1916, require and fix the sum of \$200.00 as the penal sum of the foregoing undertaking.

(SEAL)

Allen H. Wright,
City Clerk of the City of San Diego, California, and Ex-Officio
Clerk of the Common Council of said City of San Diego.

THIS AGREEMENT, made and entered into this 27th day of March, 1916, by and between SAN DIEGO CONSOLIDATED 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 Common Council of said 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 the City of San Diego, all the following work, to-wit:

The furnishing of electric current for the lighting of FOURTH STREET, in said City of San Diego, between the south line of B Street and the north line of Broadway, (excepting the west side of said Fourth Street, between the south line of B Street and the north line of C Street), together with the maintenance of the posts, wires, conduits and lamps on said Fourth Street, between said points. Such furnishing of electric current and such maintenance of appliances shall be for the period of sixteen months and twelve days from and after February 17, 1916, to-wit, to and including June 30, 1917.

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 No. 94805, on file in the office of the City Clerk of said City.

And said second party agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of \$157.44, as follows: Sixteen monthly warrants duly and properly drawn upon the Street Light Fund of said City, each of said monthly warrants to be drawn for the sum of \$9.60, and one warrant for the sum of \$3.84 to cover the additional twelve days of said term.

And said second party agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of \$629.76, as follows, to-wit: sixteen monthly warrants duly and properly drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Fourth Street Lighting No. 3 Fund," each of said monthly warrants to be drawn for the sum of \$38.40, and one warrant for the sum of \$15.36, to cover the additional twelve days of said term.

And it is further mutually agreed that no part or portion of said sum of \$629.76 shall be paid out of any other fund than said special fund designated as "Fourth Street Lighting No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913, (Statutes of 1913, page 421), and that in pursuance of said Act an assessment has been levied for said sum of \$629.76.

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 Act of the Legislature) will the City of San Diego, or any officer thereof, be liable to any portion of the expense of said work (other than the said sum of \$157.44), 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 Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year in this agreement first above written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By H. H. Jones,
Pres.

(SEAL) ATTEST:

M. B. Fowler,
Secretary

THE CITY OF SAN DIEGO.

By O. M. Schmidt,
C. W. Fox,
P. J. Benbough,
Walter P. Moore,
Herbert R. Fay.
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

I hereby approve the form of the foregoing Contract, this 23rd day of March, 1916.

T. B. COSGROVE, City Attorney.

By M. R. Thorp,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, being Document No. 98248.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Y. A. Jacques Deputy.

UNDERTAKING FOR STREET LIGHTING.

KNOW ALL MEN BY THESE PRESENTS; That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and THE AETNA ACCIDENT AND LIABILITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of two hundred seventy-six dollars (\$276.00), lawful money of the United States of America, to be paid to the said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of March, 1916.

WHEREAS, the above bounden San Diego Consolidated Gas & Electric Company has entered into a contract with the said City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913, (Statutes of 1913, page 421), to do all the work upon the following streets, in the said City of San Diego, to-wit:

The furnishing of electric current for the lighting of the ornamental street lights located at the intersections of Locust Street and Evergreen Street with Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street; at the intersections of Willow Street with Elliott Street and Freeman Street; at the intersection of Clove Street with Elliott Street; and at the terminations of Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street in

Chatsworth Boulevard, in that district in the City of San Diego, California, commonly known and designated as "Loma Portal;" together with the maintenance of the posts, wires, conduits and lamps at the said intersections; all as 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 Consolidated Gas & Electric Company, or its assigns, shall faithfully perform the said contract, then the above obligation to be void; else to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By H. H. Jones,

Pres.

(SEAL) ATTEST:

M. B. Fowler,

Secy.

THE AETNA ACCIDENT AND LIABILITY COMPANY.

By FRANK A. Salmons,

Attorney in Fact.

(SEAL) ATTEST:

M. Sandin,

Attorney in Fact.

I hereby approve the form of the foregoing Undertaking, this 30 day of March, 1916.

T. B. COSGROVE, City Attorney.

By M. R. Thorp,

Deputy City Attorney.

I hereby certify that the Common Council of the City of San Diego did by Resolution No. 21260, passed and adopted on the 22nd day of March, 1916, require and fix the sum of \$276.00 as the penal sum of the foregoing undertaking.

Allen H. Wright,

City Clerk of the City of San Diego, California, and Ex-officio

Clerk of the Common Council of said City of San Diego.

THIS AGREEMENT, made and entered into this 3rd day of April, 1916, by and between SAN DIEGO CONSOLIDATED 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 Common Council of said 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 the City of San Diego, all the following work, to-wit:

The furnishing of electric current for the lighting of the ornamental street lights located at the intersections of Locust Street and Evergreen Street with Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley

Street; at the intersections of Willow Street with Elliott Street and Freeman Street; at the intersection of Clove Street with Elliott Street; and at the terminations of Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street in Chatsworth Boulevard, in that district in the City of San Diego, California, commonly known and designated as "Loma Portal;" together with the maintenance of the posts, wires, conduits and lamps at the said intersections. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after the 30th day of November, 1915, to-wit, to and including the 30th day of November, 1916.

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 No. 95271, on file in the office of the City Clerk of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of two hundred twenty and 80/100 dollars (\$220.80), in monthly warrants duly and properly drawn upon the Street Light Fund of said City, each of said monthly warrants to be drawn for the sum of eighteen dollars and forty cents (\$18.40), until said sum of \$220.80 shall have been fully paid.

And said second party further agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of eight hundred eighty-three and 20/100 dollars (\$883.20), in monthly warrants duly and properly drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Loma Portal Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of seventy-three dollars and sixty cents (\$73.60), until said sum of (\$883.20) shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of \$883.20 shall be paid out of any other fund than said special fund designated as "Loma Portal Lighting Distruct No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of California, approved June 6, 1913, (Statutes 1913, page 421), and that in pursuance of said Act an assessment has been levied for said sum of \$883.20.

And it is agreed and expressly understood by the parties to this agreement that in no case, (except where it is otherwise provided in said Act of the Legislature) will the City of San Diego, or any officer thereof, be liable for any portion of the expense of said work, (other than said sum of \$220.80), 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 Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year in this agreement first above written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By H. H. Jones,

Pres.

(SEAL) ATTEST:

M. B. Fowler,

THE CITY OF SAN DIEGO.

By O. M. Schmidt,

C. W. Fox,

Walter P. Moore,

Herbert R. Fay.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 30th day of Mch, 1916.

T. B. COSGROVE, City Attorney.

By M. R. Thorp,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, being Document No. 98689.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By W. A. Jacques Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 2nd day of February, 1916, 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. E. OSBORN, of the City of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Beginning at a point on the permanent bulkhead line, distant 125 feet north from the north line of F Street produced, running thence westerly a distance of 125 feet; thence northerly a distance of 50 feet; thence easterly a distance of 125 feet; thence southerly a distance of 50 feet to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for a term of twenty (20) years from and after the first day of November, 1915, at a monthly rental of Fifty Dollars (\$50.00), payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 31st day of October, 1935, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

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 Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages

occasioned by 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 said premises shall be used as follows:

For the construction and maintenance of a wharf for the accommodation of the fishing industry; such wharf, and any other building or structure erected on said premises to be in accordance with the ordinances of the City of San Diego, and to meet with the approval of the Manager of Operation of said City. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of eight months from and after the execution of this lease, construct and erect certain structures, and expend in the construction and erection of such buildings and structures a sum of money not less than \$2500.00, and the failure of said Lessee to expend said sum of \$2500.00 on or before the 1st day of October, 1916, shall be sufficient cause to warrant the cancellation of this lease by said Common Council. It is further understood and agreed that before the construction and erection of such wharf or other structures, the plans therefor shall be submitted to and approved by the Common Council of said City, and shall be attached to and made a part of this lease; and further, that the exterior surface of any structure shall be plastered, painted, or finished in other material of light buff or gray tint.

(2) It is further agreed by said Lessee that no refuse of any character shall be thrown into the Bay of San Diego.

(3) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of the said premises hereby leased, and provided further, that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego; provided, however, that any proposed change in the levels or surface of said premises shall be first submitted to the Manager of Operation of said City, and no work shall be undertaken thereon until said plans have been approved by said Manager of Operation.

(4) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel the United States Bulkhead Line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(5) That said City reserves the right to erect seawalls and docks and wharves along,

in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(6) In the event the Lessee shall fail to establish and maintain the wharf hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by him in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set his hand, the day and year in this indenture first above written.

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox

Walter P. Moore

Herbert R. Fay

P. J. Benbough.

Members of the Common Council

C. E. Osborn

Lessee.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 10th day of January, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE TIDE LANDS, from CITY OF SAN DIEGO, CALIFORNIA to C. E. OSBORN, being Document No. 96279.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 2nd day of February, 1916, 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. E. OSBORN, of the City of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Beginning at a point on the projection of the south line of E Street 200 feet easterly from the United States Bulkhead Line; thence easterly along the projection of the south line of E Street 200 feet; thence southerly on a line parallel to the west line of Atlantic Street 300 feet, more or less, to an intersection with the north line of F Street produced; thence westerly along the north line of F Street produced to an intersection with a line drawn 200 feet from and parallel to the United States Bulkhead Line a distance of 185 feet, more or less; thence northerly along a line 200 feet from and parallel to the United States Bulkhead Line a distance of 300 feet, more or less, to the point of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of twenty-five (25) years, at a monthly rental of One Hundred Dollars (\$100.00), payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 31st day of October, 1940, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

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 Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by 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 said premises shall be used as follows:

For the erection and maintenance of a building for the accommodation of the fishing industry. Said building or other structures so constructed to be in accordance with the ordinances of the City of San Diego, and to meet with the approval of the Manager of Operation of said City. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of eight months from and after the execution of this lease, construct and erect such building or structures, and expend in the construction and erection of such building or structures a sum of money not less than \$25000.00, and the failure of said Lessee to expend said sum of \$25000.00 on or before the 1st day of October, 1916, shall be sufficient cause to warrant the cancellation of this lease by said Common Council. It is further understood and agreed that before the construction and erection of such buildings and structures, the plans therefor shall be submitted to and approved by the Common Council of said City, and shall be attached to and made a part of this lease; and further, that the

exterior surface of all buildings, structures and walls shall be plastered, painted, or finished in other material of light buff or gray tint.

(2) It is further agreed by said Lessee that no refuse of any character shall be thrown into the Bay of San Diego.

(3) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of the said premises hereby leased, and provided further, that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego; provided, however, that any proposed change in the levels or surface of said premises shall be first submitted to the Manager of Operation of said City, and no work shall be undertaken thereon until said plans have been approved by said Manager of Operation.

(4) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel the United States Bulkhead Line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroads across said premises, provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at his own cost and expense from any such premises so granted for railroad purposes any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(5) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(6) In the event the Lessee shall fail to establish and maintain the building hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by him in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the

neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, and said Lessee has hereunto set his hand the day and year in this indenture first above written.

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox,

P. J. Benbough,

Walter P. Moore

Herbert R. Fay.

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

C. E. Osborn,

Lessee

I hereby approve the form of the foregoing Lease, this 10th day of January, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS, from CITY OF SAN DIEGO, CALIFORNIA to C. E. OSBORN, being Document No. 96280.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 8th day of May, 1916, 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 JOHN CAMPBELL, DAVID C. CAMPBELL and GEORGE E. CAMPBELL, of the City of San Diego, State of California, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessees 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911. Said lands herein leased to said Lessees being more particularly described as follows, to-wit:

Beginning at a point which bears north 83° 23' 03" west, 353.87 feet from the street monument established by the City of San Diego at the southwest corner of the intersection of Ninth Street and N Street in said City, said monument being located at the intersection of a line drawn 7 feet north of and parallel to the south line of said N Street and a line drawn 7 feet east of and parallel to the west line of said Ninth Street; said point of beginning being also located south 35° 37' 11" east, 306.47 feet from the point of intersection of the center line of Seventh Street with the center line of the Southern California Railway right of way; thence from the true point of beginning south 63° 04' 47" west, along the northwesterly line of that certain tract of land as described in Ordinance No. 6468 of

the ordinances of the said City of San Diego, a distance of 913.48 feet to a point distant 125.00 feet from and at right angles to the United States Bulkhead line as established in the year 1912; thence north 50° 50' west, on a line parallel to and distant 125.00 feet northeasterly from said Bulkhead line a distance of 16.41 feet to a point; thence north 63° 04' 47" east, 912.09 feet to an intersection of a line drawn parallel to and distant 60 feet southwesterly from the southwesterly right of way line of the Southern California Railway; thence north 34° 30' 31" east, 60.00 feet to an intersection with the said southwesterly right of way line of the Southern California Railway; thence southeasterly along said railway right of way line a distance of 131.78 feet to a point; thence south 47° 25' 47" west, 60.97 feet to the most easterly corner of that certain tract of land as described in said Ordinance No. 6468; thence northwesterly along the northeasterly line of that certain tract of land as described in said Ordinance No. 6468, a distance of 101.09 feet to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessees, for the term of twenty-five (25) years from and after the 8th day of May, 1916, at a monthly rental of One Dollar (\$1.00), payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The said City reserves the right to readjust and increase the rentals provided for herein at any time whenever the said City shall adopt any general plan or rule providing for the readjustment of rents along the water front of said Bay; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessees.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 8th day of May, 1941, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

Neither the whole nor any part of this lease shall be assignable or transferable, nor shall the Lessees have the right to sublet the leased premises or any part thereof without the consent of the Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessees of reasonable compensation for damages occasioned by such annulment, change or modification; and it is further agreed and stipulated that whenever the Common Council shall, by ordinance or resolution declare that such property is needed for public streets and alleys, the same shall immediately, upon the taking effect of such ordinance or resolution, be vacated by said Lessees, and said Lessees shall immediately thereupon surrender the same to the City of San Diego, California, and shall remove from said property any buildings, structures or personal property located thereon.

Failure on the part of the Lessees to observe all or any of the conditions and provisions herein imposed upon said Lessees shall be conclusively presumed to be an abandonment by the Lessees of any rights under the terms of this lease, and shall immediately terminate any rights which the Lessees may have hereunder, and shall constitute sufficient reason to

be considered as sufficient cause for the authorities of said City entering upon the premises herein described, taking complete possession of the same and removing any or all structures or improvements erected by or at the direction or with the consent of the Lessees.

It is further stipulated and agreed that upon the expiration of the period provided for in this lease, or the sooner termination thereof, that the Lessees shall place the premises in the condition they were at the time of the execution of this instrument, unless the waiver of this provision of the lease is made by the Common Council by resolution. A failure on the part of said Lessees to observe the foregoing provision and agreement shall make said Lessees liable in damages to said City in an amount the equivalent of the expense to which said City is put in placing the lands herein described in their original condition at the time of the execution of this instrument.

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 said premises shall be used as follows:

For the erection and maintenance of such buildings, wharves, ways and other structures as may be necessary or convenient for a general manufacturing business, including the construction and repair of all kinds of water craft, with the equipment and appurtenances thereof, and including a general foundry and machine shop, for the manufacture and repair of machinery and all kinds of work in iron and other metals, and including the storage of lumber and timber, and the manufacture and repair of all kinds of articles made therefrom. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego. It is further specifically covenanted and agreed that the Lessees herein named shall, within a period of One year from and after the execution of this lease, construct and erect certain buildings and structures, and expend in the construction and erection of such buildings and structures a sum of money not less than One Dollar, and the failure of said Lessees to expend said sum of \$1.00 on or before the 8th day of May, 1916, shall be sufficient to warrant the cancellation of this lease by said Common Council. In the event that there are now buildings and structures upon the said land herein described, of the reasonable value of \$1.00, then and in that event the foregoing provision shall not be operative.

(2) That said Lessees shall have the right and privilege of reclaiming and filling in with earth or other material, all or any portion of said premises, and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the U. S. Government and the State of California, and the ordinances of the City of San Diego; and provided further, that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City has heretofore determined, and as said right of way is set out and delineated on that certain map or plat on file in the office of the City Clerk of said City, marked Document No. 95759, and endorsed, "Plan No. 5, Showing Water Front on Tide Lands, Market to Beardsley St.," and shall be so located as to practically parallel the United States Bulkhead Line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct

railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said right of way so reserved for railroad purposes, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said right of way; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessees to remove at their own cost and expense from any such right of way so reserved for railroad purposes any buildings or materials which they may have erected or placed thereon; provided, however, that said Lessees shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; provided only that said Lessees shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) In the event the Lessees shall fail to establish and maintain the business hereinbefore mentioned upon said demised lands, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by them in this lease undertaken, then this lease shall terminate and said Lessees shall have no further rights thereunder, and the said Lessees shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the courts, have the right to immediately take possession of said property, and said Lessees shall forfeit all rights and claims thereto and thereunder, and said Lessees, in accepting this lease, hereby acknowledge the right of said Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessees to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands as and for the act of said City, and said Lessees have hereunto set their hands the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore,

Herbert R. Fay,

Members of the Common Council.

John Campbell

David C. Campbell

George E. Campbell

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing Lease, this 8th day of May, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS, from CITY OF SAN DIEGO, CALIFORNIA to JOHN CAMPBELL & SONS, being Document No. 99641.

Allen H. Wright,
City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 8th day of May, 1916, 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 JOHN CAMPBELL, DAVID C. CAMPBELL and GEORGE E. CAMPBELL, of the City of San Diego, State of California, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessees 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessees being more particularly described as follows, to-wit:

Beginning at a point which bears north $83^{\circ} 23' 03''$ west 353.87 feet from the street monument established by the City of San Diego at the southwest corner of the intersection of Ninth Street and N Street in said City, said monument being located at the intersection of a line 7 feet north of and parallel to the south line of said N Street and a line 7 feet east of and parallel to the west line of said Ninth Street, said point of beginning being also located south $35^{\circ} 37' 11''$ east 306.47 feet from where the center line of Seventh Street intersects the center line of the Southern California Railway right of way; thence from the true point of beginning south $63^{\circ} 04' 47''$ west 913.48 feet to a point distant 125.00 feet from and at right angles to the United States Bulkhead line as established in 1912; thence south $50^{\circ} 50'$ east on a line parallel to and distant 125.00 feet northeasterly from said bulkhead line a distance of 218.78 feet to a point; thence north $63^{\circ} 04' 47''$ east 571.14 feet to a point; thence north $39^{\circ} 18' 48''$ east 178.40 feet to an intersection with the old bulkhead line, said old bulkhead line being a line drawn parallel to and distant 200.00 feet southwesterly from the southwesterly right of way line of the Southern California Railway; thence north $47^{\circ} 25' 47''$ east 142.49 feet to an intersection with a line drawn parallel to and distant 60.00 feet southwesterly from the southwesterly right of way line of the Southern California Railway; thence northwesterly on a line drawn parallel to and distant 60.00 feet southwesterly from the southwesterly right of way line of the Southern California Railway, a distance of 101.09 feet to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessees, for the term of twenty (20) years from and after the 27th day of February, 1916, at a monthly rental of Twenty Dollars (\$20.00), payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The said City reserves the right to readjust and increase the rentals provided for herein at any time whenever the said City shall adopt any general plan or rule providing for the readjustment of rents along the water front of said Bay; provided, however, that said City shall never

charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessees.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 26th day of February, 1936, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

Neither the whole nor any part of this lease shall be assignable or transferable, nor shall the Lessees have the right to sublet the leased premises or any part thereof without the consent of the Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessees of reasonable compensation for damages occasioned by 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 said premises shall be used as follows:

For the erection and maintenance of such buildings, wharves, ways and other structures as may be necessary or convenient for a general manufacturing business, including the construction and repair of all kinds of water craft, with the equipment and appurtenances thereof, and including a general foundry and machine shop, for the manufacture and repair of machinery and all kinds of work in iron and other metals, and including the storage of lumber and timber, and the manufacture and repair of all kinds of articles made therefrom. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego. It is further specifically covenanted and agreed that the Lessees herein named shall, within a period of six months from and after the execution of this lease, construct and erect certain buildings and structures, and expend in the construction and erection of such buildings and structures a sum of money not less than Ten Thousand Dollars, and the failure of said Lessees to expend said sum of \$10000.00 on or before the 8th day of November, 1916, shall be sufficient to warrant the cancellation of this lease by said Common Council. In the event that there are now buildings and structures upon the said land herein described, of the reasonable value of \$10,000.00, then and in that event the foregoing provision shall not be operative.

(2) That said Lessees shall have the right and privilege of reclaiming and filling in with earth or other material, all or any portion of said premises, and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the U. S. Government and the State of California, and the ordinances of the City of San Diego; and provided further that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City has heretofore determined, and as said right of way is set out and delineated on that certain map or plat on file in

the office of the City Clerk of said City, marked Document No. 95759, and endorsed, "Plan No. 5, Showing Water Front on Tide Lands, Market to Beardsley St.", and shall be so located as to practically parallel the United States Bulkhead Line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said right of way so reserved for railroad purposes, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said right of way; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessees to remove at their own cost and expense from any such right of way so reserved for railroad purposes any buildings or materials which they may have erected or placed thereon; provided, however, that said Lessees shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; provided only that said Lessees shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) In the event the Lessees shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by them in this lease undertaken, then this lease shall terminate and said Lessees shall have no further rights thereunder, and the said Lessees shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, and said Lessees shall forfeit all rights and claims thereto and thereunder, and said Lessees, in accepting this lease, hereby acknowledge the right of said Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessees to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands as and for the act of said City, and said Lessees have hereunto set their hands the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

THE CITY OF SAN DIEGO

O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore,

Herbert R. Fay

Members of the Common Council

John Campbell
 David C. Campbell
 George E. Campbell.

Lessees

I hereby approve the form of the foregoing Lease, this 8th day of May, 1916.

T. B. Cosgrove,
 City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
 LEASE OF TIDE LANDS, FROM CITY OF SAN DIEGO, CALIFORNIA to JOHN CAMPBELL AND SONS, being
 Document No. 99643.

Allen H. Wright,
 City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 10th day of April, 1916, by and
 between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of
 California, hereinafter designated as the City, and the NEPTUNE SEAFOOD COMPANY, a corpor-
 ation 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 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 tide lands and
 lands lying under inland navigable waters situate in the Bay of San Diego to the City of San
 Diego in furtherance of navigation and commerce and the fisheries, and providing for the
 government, management and control thereof", approved on the first day of May, 1911. Said
 lands herein leased to said Lessee being more particularly described as follows, to-wit:

Commencing on the southeasterly line of Ivy Street produced southwesterly, at a point
 125 feet northeasterly from where said southeasterly line of Ivy Street produced would inter-
 sect the United States Bulkhead line, as established in the year 1912; thence northeasterly
 along said southeasterly line of Ivy Street produced, a distance of 235 feet, more or less;
 thence at right angles southeasterly a distance of 60 feet; thence at right angles south-
 westerly and parallel to the said southeasterly line of Ivy Street produced, a distance of
 235 feet, more or less; thence at right angles northwesterly and parallel to said Bulkhead
 line a distance of 60 feet to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof
 unto the said Lessee, for the term of twenty-five (25) years from and after the first day
 of January, 1915, at the following yearly rentals:

For the balance of the year 1915 the sum of One Dollar (\$1.00), payable at the time
 of the execution of this lease.

For the year beginning January 1st, 1916, and ending December 31st, 1916, the sum
 of One Dollar (\$1.00), payable in advance on the second day of January, 1916.

For the year beginning January 1st, 1917, and ending December 31st, 1917, the sum
 of One Dollar, (\$1.00), payable in advance upon the second day of January, 1917.

For a period of five years from and after the first day of January, 1918, and to and
 including the 31st day of December, 1922, said Lessee shall pay said City monthly, in advance,
 on the first day of each and every month, the sum of \$25.00; all of which payments shall

be payable in gold coin of the United States, at the office of the Harbor Master and Wharf-inger of said City of San Diego, or to such other City official as the Common Council may designate.

Beginning on the first day of January, 1923, and every five years thereafter during the term of this lease, being the first day of January, 1928, the first day of January, 1933, the first day of January, 1938, the Common Council shall fix the rental to be paid for the lands herein described; which rental so fixed shall prevail for the five years immediately following the fixing of such rental.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 31st day of December, 1939, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

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 Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by 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 said premises shall be used as follows:

For the erection and maintenance of buildings for the canning, bottling and otherwise preserving of sea foods only, and conducting the business of canning, bottling and otherwise preserving and selling articles of sea food only. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego, and to meet with the approval of the Manager of Operation of said City. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of Eleven months from and after the execution of this lease, construct and erect certain buildings and structures, and expend in the construction and erection of such buildings and structures a sum of money not less than \$15,000.00, and the failure of said Lessee to expend said sum of \$15,000.00 on or before the 1st day of January, 1917, shall be sufficient cause to warrant the cancellation of this lease by said Common Council. It is further understood and agreed that before the construction and erection of such buildings and structures, the plans therefor shall be submitted to and approved by the Common Council of said City, and shall be attached to and made a part of this lease; and further, that the exterior surface of all buildings, structures and walls shall be plastered, painted or finished in other material of light buff or gray tint.

(2) It is agreed by the Lessee that the combustion of fuels of all sorts will be so complete as to cause no unconsumed carbon or visible smoke at any time of the day or night.

(3) That said Lessee shall have the right and privilege of operating a fertilizing plant on the premises hereby leased; provided, however, that nothing objectionable or offensive shall be allowed or maintained in connection with the operation of said fertilizing plant, and provided further, that the Common Council herein specifically reserves the power to remove said plant, in the event of a violation of the provisions of this paragraph.

(4). That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of the said premises hereby leased, and provided further, that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego; provided, however, that any proposed change in the levels or surface of said premises shall be first submitted to the Manager of Operation of said City, and no work shall be undertaken thereon until said plans have been approved by said Manager of Operation.

(5) The City of San Diego hereby specifically reserves over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel the United States Bulkhead line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way, which shall be not less than one hundred feet in width.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at its own cost and expense from any such premises so granted for railroad purposes any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(6) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(7) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have

hereunto set their hands, as and for the act of said City, and the said Lessee has caused its corporate name to be subscribed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized.

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox,

P. J. Benbough

Walter P. Moore

Herbert R. Fay

(SEAL) ATTEST:

Allen H. Wright,

NEPTUNE SEAFOOD COMPANY

By N. C. Sprague V. P.

(SEAL) ATTEST:

Edward J. Risser

Secy

I hereby approve the form of the foregoing Lease, this 24th day of November, 1915.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS from CITY OF SAN DIEGO, CALIFORNIA to NEPTUNE SEAFOOD COMPANY, being Document No. 94942.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 8th day of May, 1916, 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 JOHN S. HAWLEY, of the City of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Beginning at a point where the northwesterly line of Beardsley Street produced intersects the mean high tide line; thence northwesterly along the mean high tide line 45 feet; thence southwesterly along a line parallel to the northwesterly line of Beardsley Street produced southwesterly, a distance of 230.6 feet, more or less, to the United States Bulkhead Line; thence southeasterly along the United States Bulkhead Line 75 feet; thence northeasterly along a line parallel to the northwesterly line of Beardsley Street produced southwesterly, a distance of 230.6 feet, more or less, to an intersection with the mean high tide line; thence northwesterly along the mean high tide line 30 feet, more or less, to the point of beginning.

Together with a franchise in the Bay of San Diego, over the following described property, adjoining the portion of the tide lands above described.

Beginning at a point where the northwesterly line of Beardsley Street produced intersects the United States Bulkhead Line; thence northwesterly along the said United States Bulkhead Line a distance of 45 feet; thence southwesterly along a line parallel to the northwesterly line of Beardsley Street produced a distance of 1000 feet to an intersection with the United States Pierhead Line; thence southeasterly along the United States Pierhead Line a distance of 75 feet; thence northeasterly along a line parallel to the northwesterly line of Beardsley Street produced a distance of 1000 feet to an intersection with the United States Bulkhead Line; thence northwesterly along the United States Bulkhead Line a distance of 30 feet to the point of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of twenty-five (25) years from and after the first day of January, 1916, at a monthly rental of One Dollar (\$1.00) during the years 1916 and 1917, and Fifteen Dollars (\$15.00) for the remainder of the term of said lease, or until January 1st, 1941, payable monthly in advance in gold coin of the United States at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The said City reserves the right to readjust and increase the rentals provided for herein at any time whenever the said City shall adopt any general plan or rule providing for the readjustment of rents along the water front of said Bay; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the first day of January, 1914, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

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 Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by 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 said premises shall be used as follows:

For the erection and maintenance of buildings, wharves and other structures as may be necessary or convenient for the purpose of conducting a wholesale and retail fish business. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of three months from and after the execution of this lease, construct and erect certain buildings and structures, and expend in the construction and erection of such buildings and structures a sum of money not less than \$8500.00 and the failure of said Lessee to expend said sum of \$8500.00 on or before the 8th day of August, 1916, shall be sufficient to warrant the cancellation of this lease by said Common Council. In the event that there are now buildings and structures upon the said land herein described,

of the reasonable value of \$8500.00, then and in that event the foregoing provisions shall not be operative.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with earth or other material, all or any portion of said premises, and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the U. S. Government and the State of California, and the ordinances of the City of San Diego; and provided further that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City has hereto determined, and as said right of way is set out and delineated on that certain map or plat on file in the office of the City Clerk of said City, marked Document No. 95759, and endorsed, "Plan No. 5, Showing Water Front on Tide Lands, Market to Beardsley St.", and shall be so located as to practically parallel the United States Bulkhead Line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said right of way so reserved for railroad purposes, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said right of way; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at his own cost and expense from any such right of way so reserved for railroad purposes any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(5) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by him in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the

neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands as and for the act of said City, and said Lessee has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council

John S. Hawley Jr.

Lessee

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 6th day of May, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE TIDE LANDS from CITY OF SAN DIEGO, CALIFORNIA to JOHN S. HAWLEY, being Document No. 99591.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, W. T. DIMICK, of the City of San Diego, California, as Principal, and UNITED STATES FIDELITY & 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 all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract herein-after mentioned, in the sum of Four Hundred and Fifty Dollars (\$450.00), good and lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of May, 1916.

The condition of the above 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 material, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the erection and completion of a three room office building in Mt. Hope Cemetery, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 20th day of April, 1916, marked Document No. 99196, and endorsed, "Plans and Specifications for Office Building in Mt. Hope Cemetery", true copy of which plans and specifications is 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 Four Hundred and Fifty Dollars (\$450.00), being not less than one-half of the total amount payable by the terms of said contract, is intended

and is hereby made to inure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

NOW THEREFORE, if the above bounden Principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, that the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public work', approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and the said Surety has caused its corporate name to be subscribed and its corporate seal to be affixed hereto, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

W. T. Dimick

Principal

UNITED STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting (SEAL)

(Revenue Stamp)

I hereby approve the form of the within Bond, this 22nd day of May, 1916.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 22d day of May, 1916.

C. W. Fox,

Walter P. Moore

Herbert R. Fay

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright

City Clerk.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, W. T. DIMICK, of the City of San Diego, California, as Principal, and UNITED STATES FIDELITY & 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 Hundred and Twenty-five Dollars (\$225.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of May, 1916.

The condition of the above 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 material, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the erection and completion of a three room office building in Mt. Hope Cemetery, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 20th day of April, 1916, marked Document No. 99196, and endorsed, "Plans and Specifications for Office Building in Mt. Hope Cemetery", true copy of which plans and specifications is 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, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and the said Surety has caused its corporate name to be subscribed and its corporate seal to be affixed hereto, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

W. T. Dimick

Principal

UNITED STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting (SEAL)

Surety.

I hereby approve the form of the within Bond, this 22 day of May, 1916.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 22nd day of May, 1916.

C. W. Fox,

Walter P. Moore,

Herbert R. Fay

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk,

By Hugh A. Sanders, Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 22nd day of May, 1916, by and 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 W. T. DIMICK of the City of San Diego, State of California, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City in manner and form as hereinafter provided, ~~said-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 material, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the erection and completion of a three room office building in Mt. Hope Cemetery, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 20th day of April, 1916, marked Document No. 99196, and endorsed, "Plans and Specifications for Office Building in Mt. Hope Cemetery", true copy of which plans and specifications is hereto attached, marked "Exhibit A", by reference thereto incorporated herein and made a part hereof as fully as though written out plainly in this paragraph.

Said Contractor hereby agrees that he will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work and construction as shown upon said plans and specifications, as the same may be interpreted by the Cemetery Commission of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such plans and specifications by said Common Council.

Said Contractor agrees to do and perform all of the said work and construction, and to furnish all labor, materials and equipment necessary or incidental thereto, as shown on said plans and specifications, at and for the price of eight hundred ninety-seven and 50/100 dollars (\$897.50). Said Contractor agrees to commence said work within five (5) days after the signing 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 three (43) days from the signing of this contract.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor undertaken by him to be performed, and the acceptance of said work and construction by the said City, will pay said Contractor in warrants drawn upon Item 9, of Section 9, Cemetery Fund, as provided by Ordinance No. 6600 of the Ordinances of said City, entitled, "An Ordinance fixing and declaring the budget allowance of the City of San Diego and the various departments thereof for the fiscal year beginning January 1st, 1916". Said payments to be made as follows:

Thirty-seven and one-half per cent ($37\frac{1}{2}\%$) of said sum of eight hundred ninety-seven and 50/100 Dollars (\$897.50), shall be paid to said Contractor when the Cemetery Commission shall report to the Auditing Committee of said City that said building is ready for plaster; thirty-seven and one-half per cent ($37\frac{1}{2}\%$) of said sum shall be paid to said Contractor upon the completion of said building and its acceptance by said City, and twenty-five per cent (25%) of said sum shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

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

Said Contractor further agrees that in the performance of the work in this contract specified, he will fully protect all work, labor, structures and improvements now completed or in process of completion, located and situated near or adjacent to the place where the work shall be performed under the terms of this contract, and in case any damage is done to any work, structures, or improvements by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, prior to the final acceptance of the work by said City, said Contractor shall repair such damage at his own cost and expense.

Further, said Contractor hereby agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor agrees to furnish said City of San Diego 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 and construction specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of 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, upon any of the work provided by this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extra-ordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof", approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than Two Dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this Contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council of said City, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City of San Diego, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the said City (as determined by said Common Council) of the remaining unused portion of the material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the said City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the said City to annul the contract, nor shall the failure of said City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress, be construed as a waiver of the right of the said City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Cemetery Commission of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of him to be outside the requirements of this contract, or considers any record or ruling of the Cemetery Commission as unfair, he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the plans and specifications and in the execution of the work to be done under the plans and specifications, as in the judgment of the Cemetery Commission of said City may be deemed necessary or expedient to carry out the intent of the contract; provided always, however, that no increase in price over the contract

price shall be paid to the Contractor on account of such change or changes, unless prior to making such change or changes a formal written agreement between the parties hereto has been executed providing for such increase in price and the manner of determining the same.

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; also that no extra work shall be done by said contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO

C. W. Fox,

Walter P. Moore

Herbert R. Fay.

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

W. T. Dimick

Contractor

I hereby approve the form of the foregoing Contract this 17th day of May, 1916.

T. B. Cosgrove,

City Attorney.

S P E C I F I C A T I O N S

OF THE WORK AND MATERIALS NECESSARY IN THE ERECTION AND COMPLETION OF A THREE ROOM OFFICE BLDG. FOR THE MT. HOPE CEMETERY ASSN. ON LOT , BLOCK , AD-
DITION TO THE CITY OF SAN DIEGO, STATE OF CALIFORNIA.

AND IN STRICT ACCORDANCE WITH THESE SPECIFICATIONS AND ACCOMPANY^{ING} PLANS AS MADE BY

WHEELER & HALLEY

ARCHITECTS

314 Union Building

SAN DIEGO, CALIF.

GENERAL CONDITIONS.

The Owners reserve the right to reject or accept any or all bids.

The Owners will have the lot surveyed and staked, thereby furnishing all necessary corners.

The plans referred to in these specifications are made to a scale of 1/4" x 1 ft. and are supplemented by details. They are the property of the Architects and must be returned to them upon completion of the work set forth herein, and before final payment is made upon the work.

All plans and drawings are intended to co-operate with these specifications, and form part thereof, and also form part of the Contract, Anything shown in the plans and not mentioned in the specifications, or vice-versa, and anything not shown in either but which is usually done, must be furnished and performed the same as though especially shown and mentioned in both. Where figures are given they must be followed in preference to measurements by scale.

This work shall be done under the supervision of the Architects or their representatives, who shall at all times have access to, and power of inspection over the work; to accept materials or workmanship in their judgment satisfactory, or reject work and material

not in accordance with the drawings and specifications.

The Owners reserve the right to alter these plans and specifications or to make any deviation in the construction without invalidating or rendering void the Contract in case any such deviation shall diminish or increase the work. The amount to be allowed for such extras must be indorsed on the back of the contract before the work is performed.

Any payments made during the progress of the work, on account of Contract or Extra work, shall in no case be construed as an acceptance of the work executed, but the Contractor shall be liable to all conditions of the Contract until the work is completed.

The Contractor shall, while the work progresses, keep the premises in a cleanly condition, free from all rubbish and accumulations of surplus material. He shall upon completion of the work, remove all debris and rubbish, repair any damage done to the work, no matter how or by whom caused, (except loss or damage by fire,) leaving the premises clean and the building broom clean and in perfect order at the termination of the work and before completion payment is made.

The Owners shall during the progress of the work, maintain insurance on the same against loss or damage by fire, the policies to cover all work incorporated in the building, and all materials and appliances for the same in or about the premises, and to be payable to the parties as their interest may appear.

The Contractor must give all notices, obtain all permits, including the building permit, maintain all street lights, and be responsible for any material or appliances stolen from the building or premises.

The Contractor must give his personal superintendence to the work and furnish all materials, transportation, labor, scaffolding and appliances, required for the full performance of the work herein specified, except as may be otherwise definitely mentioned.

He shall lay out his work and be responsible for its correctness, and shall not sublet any part of this work without the written consent of the Owner.

He shall keep during working hours, a competent foreman on the job to receive instructions during his absence.

He shall be liable for all accidents to persons, or damage to property traceable to the negligence of himself or his subordinates, and shall be responsible for any violations of either City, County or State laws.

He shall show to the satisfaction of the owners that he carries proper liability insurance on the work that will relieve the owners of any responsibility for accidents, etc, and which will comply with all the requirements of the California Workmen's Compensation, Insurance and Safety Act.

A Surety Bond of 25% of the amount of this Contract must be furnished by this Contractor.

MASON'S WORK.

EXCAVATION:

The Owner will have the lot leveled to an approximate grade.

The Contractor to excavate to a depth of about 8" and shovel width, for footings of concrete.

FOOTINGS:

Place footings of concrete in trenches as shown on plans and composed of one part Portland cement to seven parts of sand and gravel. Sand and gravel to be mixed in approximate parts of one sand to two of gravel. All to be mixed three times dry and then once with water sprayed on. No more water to be used than will make concrete work free on shovel.

Concrete thus mixed to be placed in trenches and settled with tamper. Bring top of concrete up to level as shown on plans.

BRICKWORK:

The entire front porch and flower boxes shall be of brick, using hard, well burned common brick throughout. The floor shall have a bed of 3" of clean sand thoroughly tamped and leveled and then the brick shall be placed in on a herring bone pattern. The concrete wall in front shall extend up to and be flush with this brick panel. This concrete to have a trowelled and finished top.

The brick work of the flower boxes shall have the front panels, as shown, placed in herringbone pattern. All division walls to be straight brick work. The top of flower boxes and balustrade shall be 8" thick set with brick crosswise and on edge.

All brick work shall be laid up in rich lime mortar having one part of Portland Cement added to every five parts of mortar. No more mortar to be mixed with cement than can be used within thirty minutes.

CARPENTER WORK.

The carpenter shall lay out all foundations and building lines, give all heights, do all cutting of timbers and such other woodwork as may be required by the other crafts for the erection of their work.. He shall be responsible for all other crafts working under his direction.

FRAME:

All framing shall be done in a workmanlike manner, all well spiked, braced and plumbed and having all firestops as called for by the latest building ordinance.

The whole frame shall be carefully and thoroughly braced wherever possible. All joists to be sized to width with saw and set with crowning edge up and well spiked to their bearings. All ceiling shall be carefully leveled and trued. All framing shall be done as shown on plans and called for by these specifications.

TIMBERS:

All timbers and other framing lumber unless otherwise specified, shall be Oregon Pine, well seasoned, free from all imperfections. The principal timbers shall be of the following dimensions:

Floor joists.....	2" x 8"	24" C. C.
Ceiling joists....	2" x 6"	24" C. C.
Wall Plates.....		set as per detail.
Rafters.....	2" x 4"	24" C. C.
Mudsills.....	2" x 6"	Redwood or cedar.

ROOF:

The roof shall be framed and constructed as shown on plans. All rafters cut to fit and well spiked to their bearings and set to pitch shown. The whole roof to be covered with 1" x 6" sheathing boards, S. I. S and set with but joints, with 2-8d nails to each rafter.

The ceiling joists shall extend out to face line of roof to form outlooks and supports for rafters. The rafters will be cut to fit and nailed to the side of ceiling joists as shown, being placed to form gutter made to pitch to downspouts as shown. Outlooks on sides to be formed by cutting short outlooks resting on outside wall and spiked to ceiling joist in side forming a cantilever.

The rafters shall be thoroughly and properly braced up from rafters to secure a solid bearing.

Make the planciers of 1" x 6" T. & G., V. & O. V. redwood ceiling placed tight on underside outlooks.

The entire roof to be covered with prepared roofing laid as follows:

The roof shall be turned over to the roofing contractor clean and ready to receive the roofing. The entire roof shall be covered with a dry sheet of 1" tar paper laid with the glazed side down and having the joints lap 2". This dry sheet shall then be covered with three layers of 11" asphalt saturated felt laid and applied as follows: Sprinkle the dry sheet with hot asphalt, into which imbed a sheet of 11" felt, then lap a second sheet 1" more than 2/3 on this sheet, the lap being first heavily mopped with hot asphalt. The entire roof to be covered in this manner, starting at the eaves and working to the ridge.

The roll or lap over the fascia shall be covered with a white sheet of asbestos roofing. The entire roof except the white sheet shall then be mopped with a heavy coat of hot asphalt into which shall be imbedded while hot and soft crushed red terra cotta tile or brick. Tile to be crushed until the maximum size pieces will pass a 1/2" ring. Tile to thoroughly and entirely cover the felt and in such a manner as to ride the asphalt.

WALLS AND PARTITIONS:

The whole walls and partitions will be of board on end construction. All boards used for outside walls will be clear selected Redwood S I S and mill sanded; boards 12" wide. Place surfaced side in and cover cracks with 3/8" x 2" clear battens S 4 S to a height as shown on details.

All boards used in the partitions must be clear selected Redwood boards 12" wide and S 2 S with cracks covered each side with 3/8" x 2" clear battens S 4 S. Above battens to be paneled as shown with sized burlap in color as directed by owners. All ceiling shall be covered with clear selected Redwood boards 12" wide and S I S having the joints covered with 3/8" x 2" S 4 S.

SASH:

All sash throughout to be casement sash set in frames as per detail. All casements to be hinged at the side and swing out and fitted with casement locks and hooks.

Fixed sash to be same style as casements, and fastened in with proper stop. All sash to be of sizes marked on plans and filled with 21 oz. glass. Glass to be as free from waves and flaws as the market will allow.

SCREENS:

Place full sized screens on all windows on plans. Screens to be filled with galv. wire cloth. All screens to be hinged at the top with loose pin butts and fasten at the bottom with Forge catch and knob.

DOORS:

All doors throughout to be 2 panel Redwood doors 1-3/8" in thickness, except three doors shown, which shall be as per detail. Front entrance door as shown in elevation and be filled with plate glass.

WINDOW AND DOOR FRAMES:

Build window and door frames as per details, making same of clear surfaced Redwood.

INTERIOR FINISH

All of the stock of the interior finish of every kind to be the best kiln dried Redwood. All to be carefully surfaced, sized and mill sanded. All rough spots to be removed by carpenter with sand paper. Any trade marks of carpenters or workmen will necessitate the renewal of the piece and the replacing of another board.

FLOORS:

All of the floors will be of 1" x 4" T. & G., V. G. #1 O. P. flooring, blind nailed and with joints driven up close.

CASINGS, BASE, ETC:

All door and window casings, base, etc. to be clear selected Redwood and constructed

according to details.

SCUTTLE:

Frame a scuttle in the ceiling of the office 22" square.

COUNTER:

Build counter in the office as shown on plans and details, using redwood throughout, except top, which shall be clear selected maple or birch of size shown.

Build door where shown and of same construction. Properly hinge same and fasten with secret latch door catch.

HARDWARE.

All hardware to be furnished and set by this Contractor but selected by the Owner. Any additional cost of hardware through better finish to be paid by Owner. Front door lock to cost \$10.00. Inside sets to cost not over \$12.00 per doz. All the other hardware to match in finish and material.

METAL WORK

Place flashings of tin over all openings not under cover of porches.

CATCH BOXES, ETC:

Place galv. iron catch boxes in roof at points shown. Boxes to be fitted and secured under roofing and made water tight. Place 2" x 3" galv. iron downspouts from catch boxes and extend down to spill on ground. All to be as per detail.

PLASTERING

The entire outside of the building, except the plancier and the brick flower boxes, shall be plastered two coats drawn work, using Portland cement plaster as follows:

The entire building shall be covered with 1 1/2" tar paper carefully placed and flashed around all openings. Place flashings of tin over all openings. Joints of all paper shall lap at least 2". Wherever the paper becomes torn or displaced another piece of paper shall be placed underneath there and shall project out at the next lap below. All papering shall be started at the bottom and work up to the top. After the building is papered place perpendicular furring strips of 24 gauge crimped galvanized iron 3/8" wide and set 12" on centres. These strips shall be placed as near the centre of the board back as possible and in no case shall they come nearer than 2" from the edge of a board except at the corners.

Place metal corners full height on all corners.

All furring strips shall be fastened with staples placed across the furring strips.

After the building is properly papered and furred 1" mesh galv. wire screen (chicken wire) shall be stretched around the building and fastened over the furring strips with galv. iron staples placed 4" on centres and then the whole to be plastered as follows:

First coat to be one part of lime putty to three parts of Portland cement to six parts of clean fresh water sand carefully and thoroughly mixed and having hair or wood fibre added. This coat to be heavy coat at least 5/8" thick. Thoroughly sprinkle this coat with water twice a day for five days and then apply second coat of one part Portland cement to three parts of sand, using 10% by Weight of Portland cement in lime putty. This coat to be a thin coat, carpet floated. Carefully sprinkle twice a day until thoroughly set, at least five days.

PAINTING.

This Contractor must furnish all the materials of every description including ladders, scaffolding, ropes, etc., necessary to the full performance of his work. Only skilled workmen to be employed.

The materials to be the best of their kind in quality herein specified and must be brought to the building in unopened and unbroken packages and the output of well known and reliable manufacturers.

The outside surfaces must be thoroughly and perfectly dry at the time of painting and must be cleaned of all dirt and grease. Knots or sappy spots must have one coat of shellac before priming. Putty nail holes, joints, cracks and defects after priming; sand paper smooth and properly repair same before painting the second coat.

No outside painting will be done in damp or rainy weather or in excessively dry or dusty weather.

PRIMING:

All priming to be done with raw linseed oil and 1/2 white lead and French Ochre. After priming coat is dry apply two coats of pure white lead and best quality boiled linseed oil in color as directed. One week must be allowed between coats. All outside work to be painted as above specified. Paint all tin and galv. iron work 2 coats of mineral paint in color as directed.

INTERIOR FINISH:

All the interior woodwork except the floors to have one coat of hot paraffin wax. Putty all nailholes and defects before applying wax. All floors to have one coat of hot linseed oil and beeswax.

PLASTER:

All exterior plaster shall be tinted two coats of Bay State Waterproof Tint (or equal).

PLUMBING

MATERIAL:

All of the material to be the best of its kind in quality herein specified. All of the piping to be of inside dimensions specified, free from flaws and ridges.

Any pipe broken or cracked must be at once removed from the building and not used in any part of the work.

Certificates of Inspection must be obtained from the Plumbing Inspector and the Board of Health before final payment is made for the work. Plumbing Contractor must take out and pay for all permits connected with his work.

This Contractor must not do any cutting of timbers, but must refer such cutting to the Carpenter Contractor, who will do all necessary cutting for him.

WATER SUPPLY:

The Owner will have the City Water Dep't. bring 3/4" main to the curb line of the street and connect with meter. Plumber to connect with same and pipe to all necessary fixtures.

SILL COCKS:

Place and pipe to 2 sill cocks; one in front and one at rear of house.

SEWER PIPE:

Bring 4" C. I. Standard soil pipe from cesspool 40 ft. in the rear of the building to all necessary fixtures using 2" C. I. Standard drain pipe for all branches. Place all vent pipes as called for by City Ordinance referring exact location to the direction of the Carpenter Contractor and Architect.

FIXTURES:

There will be no substitution allowed for any of the fixtures herein specified.

LAVATORIES:

Furnish and install in toilet rooms where shown one U. S. San. Mfg. Co. Plate B 160 Lavatory with 8" back and 11" x 15" basin complete with N. P. hot and cold water cocks with N. P. Handles and N. P. drain. Also place separate N. P. shut offs under fixture.

CLOSETS:

Furnish and install in toilet rooms one John Douglas Plate 34 D Favorite closet with

oak tank copper lined, complete with N. P. pipe and shut off under tank. Fit with Oak post hinged seat.

(BLUE PRINT FOR PLANS)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and W. T. DIMICK for OFFICE BUILDING IN MT. HOPE CEMETERY, being Document No. 99957.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 22nd day of May, 1916, 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 MANUEL M. GEORGE, of the City of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Commencing at a point where the south line of Emerson Street intersects the mean high tide line; thence easterly along the south line of Emerson Street produced a distance of 100 feet to a point; thence northerly at a right angle to the south line of Emerson Street produced a distance of 25 feet to a point; thence westerly a distance of 100 feet, more or less, and parallel to the prolongation of the south line of Emerson Street to the intersection of the mean high tide line; thence along the mean high tide line a distance of 25 feet, more or less, to the point of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of ten (10) years from and after the 25th day of March, 1916, at a monthly rental of two and 50/100 dollars (\$2.50), payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The right of the Common Council to change or increase said rent, at any time, is hereby expressly reserved to the City; and the said Lessee, in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 25th day of March, 1926, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

The Lessee herein named shall have the right to sublet the said lands, or any part thereof, which sub-leases shall be subject to the same conditions and restrictions as in this lease contained.

The Common Council of said City, and the people of said City, hereby reserve the right

and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by such annulment, change or modification.

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

(1) That said premises shall be used as follows:

For the erection and maintenance of buildings, wharves and other structures as may be necessary or convenient for the purpose of conducting a wholesale and retail fish business. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of six months from and after the execution of this lease, construct and erect certain buildings and structures, and expend in the construction and erection of such buildings and structures a sum of money not less than \$300.00, and the failure of said Lessee to expend the sum of \$300.00 on or before the 22nd day of November, 1916, shall be sufficient to warrant the cancellation of this lease by said Common Council. In the event that there are now buildings and structures upon the said land herein described, of the reasonable value of \$300.00, then and in that event the foregoing provisions shall not be operative.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with earth or other material, all or any portion of said premises, and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the U. S. Government and the State of California, and the ordinances of the City of San Diego; and provided further that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel the United States Bulkhead line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said right of way so reserved for railroad purposes, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said right of way; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at his own cost and expense from any such right of way so reserved for railroad purposes any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demises premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(5) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by him in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands as and for the act of said City, and said Lessee has hereunto set his hand the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

THE CITY OF SAN DIEGO.

C. W. Fox,
Walter P. Moore,
Herbert R. Fay.
Members of the Common Council

Manuel M. George,
Lessee.

I hereby approve the form of the foregoing Lease, this 15th day of May, 1916.

T. B. Cosgrove,
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE TIDE LANDS from CITY OF SAN DIEGO, CALIFORNIA to MANUEL M. GEORGE, being Document No. 99903.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By ya Jacques Deputy.

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 22nd day of May, 1916, 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 GEORGE MARTIN, of the City of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego

in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Beginning at the intersection of the southeasterly line of Nutmeg Street with the mean high tide line of the Bay of San Diego; thence southwesterly along the said southeasterly line of Nutmeg Street produced southwesterly to an intersection with the northeasterly line of Atlantic Street, as the same is dedicated in Ordinance No. 5886 of the ordinances of the City of San Diego; thence southeasterly along said northeasterly line of Atlantic Street a distance of fiftyfeet; thence at right angles northeasterly and parallel to the said southeasterly line of Nutmeg Street produced to an intersection with the mean hightide line of the Bay of San Diego; thence northwesterly along said mean high tide line to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of ten (10) years from and after the 18th day of January, 1916, at a monthly rental of five dollars (\$5.00), payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The right of the Common Council to change or increase said rent, at any time, is hereby expressly reserved to the City; and the said Lessee, in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time, as hereinabove provided.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 18th day of January, 1926, the City shall have the option of renewing this lease for a further term not to exceed twenty-five years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

The Lessee herein named shall have the right to sublet the said lands, or any part thereof, which sub-leases shall be subject to the same conditions and restrictions as in this lease contained.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by 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 said premises shall be used as follows:

For the erection and maintenance of buildings, wharves and other structures as may be necessary or convenient for the purpose of conducting a boat building business. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of Six months from and after the execution of this lease, construct and erect certain buildings and structures, and expend in the construction and erection of such buildings and structures a sum of money not less than \$400.00, and the failure of said Lessee to expend the sum of \$400.00 on or before the 22d day of November, 1916, shall be sufficient to warrant the cancellation of this lease by said Common Council. In the event that there are now buildings and structures upon the said land herein described, of the reasonable value of \$400.00, then and in that event the foregoing provisions shall not be operative.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with earth or other material, all or any portion of said premises, and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the U. S. Government and the State of California, and the ordinances of the City of San Diego; and provided further, that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel to the United States Bulkhead line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said right of way so reserved for railroad purposes, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said right of way; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at his own cost and expense from any such right of way so reserved for railroad purposes any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(5) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by him in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands as and for the act of said City, and said Lessee has hereunto set

his hand the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

THE CITY OF SAN DIEGO.

C. W. Fox,

Walter P. Moore

Herbert R. Fay.

Members of the Common Council.

George Martin,

Lessee.

I hereby approve the form of the foregoing Lease, this 15th day of May, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS, from CITY OF SAN DIEGO, CALIFORNIA, to GEORGE MARTIN, being Document No. 99904.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 22nd day of May, 1916, 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 WHEELER-CHASE FISHERIES COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Beginning on the United States Bulkhead Line, as established in the year 1912, at a point south 50° 50' east, 350 feet from the intersection of the southeasterly line of Crosby Street produced southwesterly with the said Bulkhead Line; thence south 50° 50' east, along said Bulkhead Line a distance of 50 feet to a point; thence northeasterly on a line parallel to and distant 400 feet southeasterly from the said southeasterly line of Crosby Street produced southwesterly, to an intersection with the mean high tide line of the Bay of San Diego; thence northwesterly along said mean high tide line to an intersection with a line drawn parallel to and distant 350 feet southeasterly from the said southeasterly line of said Crosby Street produced southwesterly; thence southwesterly on a line parallel to and distant 350 feet southeasterly from the said southeasterly line of Crosby Street produced southwesterly to the point or place of beginning.

Also the following described portion of the tide lands belonging to said City of San Diego, to-wit:

Beginning on the United States Bulkhead Line as established in the year 1912, at a point south 50° 50' east, 350 feet from the intersection of the southeasterly line of Crosby

Street produced southwesterly with the said Bulkhead line; thence south 50° 50' east along said Bulkhead Line 50 feet to a point; thence southwesterly on a line parallel to and distant 400 feet southeasterly from the said southeasterly line of Crosby Street produced southwesterly, to an intersection with the United States Pierhead line; thence north 50° 50' west, along said Pierhead line a distance of 50 feet to a point; thence northeasterly on a line parallel to and distant 350 feet southeasterly from the said southeasterly line of Crosby Street produced southwesterly to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of twenty-five (25) years from and after the first day of May, 1916, at rentals as follows:

For the remainder of the year 1916 the sum of one dollar (\$1.00) per month, payable monthly in advance; for the years 1917, 1918, 1919 and 1920, the sum of twenty dollars (\$20.00) per month, payable monthly in advance; and

Beginning on the first day of January, 1921, and every five years thereafter during the term of this lease, the Common Council shall fix the rental to be paid for the lands herein described, which rental so fixed shall prevail for the five years immediately following the fixing of such rental; all of said payments to be made in gold coin of the United States at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The right of the Common Council to change or increase said rent at any time is hereby expressly reserved to the City; and the said Lessee, in accepting this lease, acknowledges the right of said City to readjust and increase the rental at any time as hereinabove provided.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 30th day of April, 1941, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

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 Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by 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 said premises shall be used as follows:

For the erection and maintenance of buildings, wharves and other structures as may be necessary or convenient for a fish and soup canning plant. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of 3 months from and after the execution of this lease, construct and erect certain buildings and structures and a wharf, and expend in the construction and erection of such buildings and structures and wharf a sum of money not less than \$10,000.00, and the failure of said Lessee to expend said sum of \$10,000.00 on or before the 22nd day of August, 1916,

shall be sufficient to warrant the cancellation of this lease by said Common Council. In the event that there are now buildings and structures upon the said land herein described, of the reasonable value of \$10,000.00, then and in that event the foregoing provision shall not be operative.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with earth or other material the portion of said premises inside the United States Bulkhead Line, as the same was established in the year 1912, and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the U. S. Government and the State of California, and the ordinances of the City of San Diego; and provided further that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel the United States Bulkhead Line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said right of way so reserved for railroad purposes, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said right of way; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at its own cost and expense from any such right of way so reserved for railroad purposes any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(5) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, and the Lessee has caused its corporate name to be subscribed and its corporate seal to be affixed hereto the day and year first hereinabove written.

THE CITY OF SAN DIEGO

C. W. Fox

Walter P. Moore,

Herbert R. Fay.

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

ATTEST:

WHEELER-CHASE FISHERIES COMPANY

By H. E. Wheeler Pres.

Ralph Waldo Chase, Sec & Treas.

I hereby approve the form of the foregoing Lease, this 12th day of May, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS, from CITY OF SAN DIEGO, CALIFORNIA to WHEELER-CHASE FISHERIES COMPANY, being Document No. 99905.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, J. W. BRANNON; as principal; and Mrs. Eliza Clark and J. H. Moore, residents of the County of San Diego, State of California, as sureties, are held and firmly bound unto all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of One thousand dollars (\$1000.00), good and lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of June, 1916.

The condition of the above obligation is such that whereas, the above bounden principal, J. W. Brannon, has entered into the annexed contract with The City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other necessary expenses for the drilling of not less than four (4) nor more than ten (10) wells in Mission Valley in the City of San Diego, and for the installation of casing in the same, all in accordance with the plans and specifications on file in the office of the City Clerk of said City, and being marked Document No. 99361, copies of which plans and specifications are attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done; and

Whereas, the aforesaid penal sum of One thousand dollars (\$1000.00), (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 of any and all persons, companies or corporations

who perform labor on or furnish materials to be used in said work;

Now, therefore, if the above bounden principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon of any kind, that the sureties will pay the same in an amount not exceeding the sum specified in this bond, provided that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act, entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public works,'" approved March 27, 1897," and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principal and Sureties have hereunto subscribed their names, the day and year in this instrument first above written.

J. W. Brannon,
Principal.
Mrs. Eliza Clark
J. H. Moore,
Sureties.

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

Mrs. Eliza Clark and J. H. Moore sureties in the within undertaking, being duly sworn, say, each for himself, and not one for the other, that he is worth the sum specified in the said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a freeholder therein.

Mrs. Eliza Clark
J. H. Moore

Subscribed and sworn to before me
this 1st day of June, 1916.
(SEAL)

Claude M. Shell,
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the within Bond, this 1st day of June, 1916.

T. B. Cosgrove,
City Attorney of the City of San Diego.
By M.R. Thorp
Deputy City Attorney.

Approved By a majority of the members of the Common Council of the City of San Diego, California, this 1st day of June, 1916.

O. M. Schmidt,
C. W. Fox,
P. J. Benbough,
Walter P. Moore,
Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, That we, J. W. BRANNON, of San Diego, California, as Principal, and Mrs. Eliza Clark and J. H. Moore, residents of the County of San Diego, State of California, as Sureties, 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 dollars (\$500.00), good and lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators and

assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of June, A. D. 1916.

The condition of the above obligation is such that whereas, the above bounden principal, J. W. Brannon 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 for the drilling of not less than four (4), nor more than ten (10) wells in Mission Valley in the City of San Diego, and the installation of casing in the same, all in accordance with the plans and specifications on file in the office of the City Clerk of the City of San Diego, and being marked Document No. 99361, 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

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

IN WITNESS WHEREOF, the said Principal and Sureties have hereunto subscribed their names, the day and year in this instrument first above written.

J. W. Brannon,

Principal.

Mrs. Eliza Clark

J. H. Moore,

Sureties.

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

Mrs. Eliza Clark and J. H. Moore sureties in the within undertaking, being duly sworn, say, each for himself, and not one for the other, that he is worth the sum specified in the said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a freeholder therein.

Mrs. Eliza Clark

J. H. Moore

Subscribed and sworn to before me

this 1st day of June, 1916.

(SEAL)

Claude M. Shell

Notary Public in and for the County of San Diego,

State of California.

I hereby approve the form of the within Bond, this 1st day of June, 1916.

T. B. Cosgrove,

City Attorney of the City of San Diego.

By M. R. Thorp,

Deputy City Attorney.

Approved By a majority of the members of the Common Council of the City of San Diego, California, this 1st day of June, 1916.

O. M. Schmidt

C. W. Fox,

P. J. Benbough,

Walter P. Moore

Members of the Common Council.

C O N T R A C T.

THIS AGREEMENT, made and entered into in duplicate, this 31st day of May, A. D. 1916, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its Common Council, hereinafter designated as the City, and J. W. BRAHNON, of the City of San Diego, California, hereinafter designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said 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, appliances, equipment, plant and transportation, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to drill not less than four (4) nor more than ten (10) wells in Mission Valley, in said City of San Diego, County of San Diego, State of California, each of said wells to be from sixty (60) to one hundred (100) feet deep, and to install casing in the same for the entire depth, the casing to be furnished by the City of San Diego; all in accordance with the plans and specifications on file in the office of the City Clerk of the City of San Diego, and being marked Document No. 99361, endorsed, "Plans & Spec. Driving Wells in Mission Valley;" said plans consisting of one sheet and a true copy of which plans is hereto attached marked "Exhibit A," and said specifications consisting of two (2) sheets, a true copy of which specifications is hereto attached marked "Exhibit B, "; all of said plans and specifications and each part thereof are hereby incorporated herein and by reference made a part of this contract as fully as if written out and incorporated into the body hereof.

It is hereby mutually agreed that the number of wells in excess of four (4), and the depth of each well between sixty (60) and one hundred (100) feet, are to be determined by the Manager of Operation of said City.

Said Contractor hereby agrees that he will be bound by each and every part of said plans and specifications and do and cause to be done all of said work and improvement as specified in said specifications and as shown on said plans, as the same may be interpreted by the City Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such plans and specifications by said Common Council.

Said Contractor agrees to do and perform all of said work of drilling said wells, and to furnish all labor, material and equipment necessary or incidental thereto, as shown on said plans and specifications at and for the price of two dollars (\$2.00) per foot.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by him to be performed, and the acceptance of said work by the City Engineer of said City, will pay said Contractor, in warrants drawn upon Paragraph D, Item I, Water Conservation Bond Fund, the sum of two dollars (\$2.00) per foot for such drilling; said payments to be made as follows:

At the end of each calendar month, the City Engineer shall make an approximate estimate of all work done up to that date and the value of the same at the price hereinbefore agreed upon, and on such estimate being made and reported to the Auditing Committee of said City eighty per cent. (80%) of the amount estimated by said City Engineer to have been done shall be paid, and twenty per cent. (20%) of the whole estimate and of all work so performed, shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of

said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said contractor.

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

Further, said Contractor hereby agrees to save said City of San Diego 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 of San Diego harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City of San Diego 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 and construction specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of 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, workmen or mechanic, upon any of the work provided by this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract, by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than two dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council of said City, to secure completion within the contract time, the City shall have the power, after ten days' Notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City of San Diego, over what the work would have cost at

the contract rate, after crediting the Contractor with the value to the said City, (as determined by said Common Council) of the remaining unused portion of the material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the said City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the said City to annul the contract, nor shall the failure of said City to take action under this paragraph, or to annul the contract in case the contractor fails to make the specified rate of progress, be construed as a waiver of the right of the said City to take further action under this paragraph, or to later annul the contractor.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Manager of Operation of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of him to be outside the requirements of this contract, or considers any record or ruling of the Manager of Operation as unfair, he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the plans and specifications and in the execution of the work to be done under the plans and specifications, as in the judgment of the Manager of Operation of said City may be deemed necessary or expedient to carry out the intent of the contract; provided always, however, that no increase in price over the contract price shall be paid to the contractor on account of such change or changes, unless prior to making such change or changes a formal written agreement between the parties hereto has been executed providing for such increase in price and the manner of determining the same.

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; also that no extra work shall be done by said contractor unless authorized and directed in writing by said Common Council.

The plans and specifications attached hereto are intended to co-operate, so that any work exhibited on the plans and not mentioned in the specifications, or vice versa, is to be executed as if mentioned in the specifications and set forth in the plans, to the true intent and meaning of said plans and specifications, without any extra charge whatsoever.

IN WITNESS WHEREOF, The City of San Diego has caused these presents to be executed by a majority of the members of the Common Council, in pursuance of a resolution duly adopted authorizing such execution, and the said Contractor has hereunto set his hand and seal, the day and year in this indenture first above written.

THE CITY OF SAN DIEGO.

By O. M. Schmidt

C. W. Fox,

P. J. Benbough

Walter P. Moore,

Members of the Common Council.

J. W. Brannon,

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

Contractor.

I hereby approve the form of the foregoing Contract, this 31st day of May, 1916.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp,

Deputy City Attorney.

S P E C I F I C A T I O N S.
FOR DRIVING WELLS IN MISSION VALLEY.

1. WORK:

The work to be done consists in driving not less than four nor more than ten wells, each from 60 to 100 feet deep and the installation of casing in same for entire depth, the casing to be furnished by the City of San Diego.

2. LOCATION:

These wells are located in Mission Valley near the present Mission Valley Pumping Plant belonging to the City of San Diego. The approximate location of each well is shown on the attached blue-print of the plan of location.

3. ALIGNMENT:

The wells must all be vertical and of true alignment so that turbine well pumps or any water lifting device may be installed without inconvenience in installation or the subsequent operation of same.

4. CASING:

The wells are to be cased to a depth of sixty (60) feet with twelve (12) inch O. D. screw casing and any depth of well below the sixty (60) foot level, will be cased with eight (8) inch O. D. screw casing; it being understood that the casing is to be furnished by the City of San Diego, but the installation of same is to be performed by the contractor to the satisfaction of the City Engineer of the City of San Diego and shall be included and be a part of the price bid per foot of well driven.

The contractor must place perforated sections of casing at various depths in the wells as indicated by the City Engineer.

5. DEPTHS OF WELLS:

The bids must be submitted upon the basis of unit price per foot of well driven for both the eight (8) inch and the twelve (12) inch diameter sections. The diameter of each well is to be twelve (12) inches to a depth of sixty (60) feet and the additional depth is to be eight (8) inches in diameter.

6. TIME:

Time of completion is an important element in the consideration of these bids. The work must be started not later than five (5) days after signing the contract and the wells must be driven at a rate of not less than fifteen (15) feet per day on an average for any period of ten (10) days.

7. PAYMENTS:

Payments will be made the contractor as follows: at the end of each calendar month the City Engineer shall make an approximate estimate of all work done up to that date and the value of the same at the price agreed upon in the contract. A deduction of twenty per cent (20%) shall be made from this estimated amount and from the balance shall be deducted the amount of all previous payments. The remainder shall be paid the contractor upon the presentation of the proper accounts. The 20% per cent with-held on each payment shall be retained by the City of San Diego until thirty-five (35) days after the final completion and acceptance of the work, provided, however, that in event of a default on the part of the con-

tractor, all the moneys retained under this paragraph in the hands of the City of San Diego, shall be considered to be the property of the City of San Diego in reimbursement for any damages which may result through the failure of the contractor to satisfactorily comply with the terms of his contract.

(BLUE PRINT ATTACHED)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA, and J. W. BRANNON, for Driving Wells in Mission Valley, being Document No. 100388.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

MATERIAL AND LABOR BOND.

(REVENUE STAMPS)

KNOW ALL MEN BY THESE PRESENTS, That we, H. R. ROSE, as principal and UNITED STATES FIDELITY & 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 any and all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of One thousand twenty-five dollars (\$1025.00), lawful money of the United States, to be paid in such behalf, for which payment, 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 and dated by us this 31st day of May, A. D. 1916.

The condition of the above obligation is such that whereas, the above bounden H. R. Rose is about to enter into the annexed contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all labor and materials, including all tools, implements, transportation, and any and all other expenses necessary or incidental to the performance of, and to install upon the sidewalks on both sides of FOURTH STREET, in and along the curb line of said sidewalks, between the south line of E Street and the north line of G Street, in said City of San Diego, ornamental iron posts, carrying clusters of incandescent lights, for the lighting of said Fourth Street, between said points, and also to install on both sides of said Fourth Street, between said points, underground conduits and electric wires, for the purpose of furnishing electric current for the lighting of said Fourth Street, between said points, according to the plans and specifications therefor contained in Document No. 97578, on file in the office of the City Clerk of said City, 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 the materials to be furnished in the performance of said work;

And whereas, the aforesaid penal sum of One thousand twenty-five dollars (\$1025.00), (being not less than one-half of the total amount payable by the terms of the 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.

Now, therefore, if the above bounden principal fails to pay for any materials or supplies furnished for the said work, or for any work or labor contracted to be done by the terms of said contract, of any kind, then the surety on this bond will pay the same to an amount not exceeding the sum specified in this bond; provided that such claims shall be filed

as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an Act, entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public works,' approved March 27, 1897," and approved May 1, 1911.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused these presents to be executed, and its corporate name and seal to be hereunto affixed, by its duly authorized officers, the day and year first hereinabove written.

H. R. Rose,

Principal.

UNITED STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting (SEAL)

Attorney in Fact

I hereby approve the form of the within Bond, this 31st day of May, 1916.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 31st day of May, 1916.

O. M. Schmidt,

C. W. Fox,

(SEAL) ATTEST:

Walter P. Moore

Allen H. Wright,

Herbert R. Fay

City Clerk.

Members of the Common Council.

By Hugh A. Sanders, Deputy.

KNOW ALL MEN BY THESE PRESENTS, that we, H. R. ROSE, as principal, and UNITED STATES FIDELITY & 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 Five hundred fifteen dollars (\$515.00), lawful money of the United States of America, to be paid to said City of San Diego, for which payment, 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 and dated by us this 31st day of May, A. D. 1916.

The condition of the above and foregoing obligation is such that whereas, the above bounden principal H. R. Rose is about to enter into the annexed contract with the said City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all labor and materials, including all tools, implements, transportation, and any and all other expenses necessary or incidental to the performance of, and to install upon the sidewalks, on both sides of Fourth Street, in and along the curb line of said sidewalks, between the south line of E Street and the north line of G Street, in said City of San Diego, ornamental iron posts, carrying clusters of incandescent lights, for the lighting of said Fourth Street, between said points, and also to install on both sides of said Fourth Street, between said points, underground conduits and electric wires, for the purpose of furnishing electric current for the lighting of said Fourth Street, between said points, according to the plans and specifications therefor contained in Document No. 97578, on file in the office of the City Clerk of said City, 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 the materials to be furnished in the performance of said work.

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

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused these presents to be executed, and its corporate name and seal to be hereunto affixed, by its duly authorized officers, the day and year first hereinabove written.

H. R. Rose,

Principal.

UNITED STATES FIDELITY & GUARANTY COMPANY

Surety.

By C. W. Oesting,

Attorney in Fact.

(SEAL)

I hereby approve the form of the within Bond, this 31st day of May, 1916.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 31st day of May, 1916.

O. M. Schmidt,

C. W. Fox,

Walter P. Moore

Herbert R. Fay,

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 31st day of May, 1916, by and between H. R. ROSE, of the City of San Diego, California, the party of the first part, hereinafter referred to as the Contractor, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, through its Common Council, the party of the second part, hereinafter referred to as the City, WITNESSETH:

That said contractor, for and in consideration of the covenants and agreements hereinafter contained on the part of said city, and the sum of two thousand forty-two dollars (\$2042.00); to be paid as hereinafter provided, hereby agrees to and with said City to do and perform, in a good and workmanlike manner, under the supervision and subject to the inspection and approval of the City Engineer of said City, and to the satisfaction of the City Engineer and Common Council of said City, and to furnish the necessary materials, tools, labor, transportation, and any and all other expenses necessary or incidental to the performance of the following work, to-wit:

The installation upon the sidewalks on both sides of FOURTH STREET, in and along the curb line of said sidewalks, between the south line of E Street and the north line of G Street, in said City of San Diego, of ornamental iron posts, carrying clusters of incandescent lights, for the lighting of said Fourth Street, between said points.

Also, the installation on both sides of said Fourth Street, between said points, of underground conduits and electric wires, for the purpose of furnishing electric current for the lighting of said Fourth Street, between said points.

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 No. 97578, on file in the office of the City Clerk of said City; and by reference thereto said plans and specifications are incorporated herein and made a part hereof as fully as if written out and incorporated into the body hereof.

And said Contractor further agrees that he will be bound by each and every part of said plans and specifications as the same may be interpreted by the City Engineer and the Common Council of said City, and that every part of said plans and specifications shall constitute and be a part of this contract and binding upon the respective parties hereto.

Said contractor agrees that he will commence work under this contract on or before the 1st day of June, 1916, and fully complete the same in accordance with its agreements for the completion thereof on or before the 1st day of August, 1916.

It is further agreed by and between the parties hereto that said contractor shall not assign or sub-contract the said work, or any portion thereof, without the written consent of the said City.

Said contractor further agrees that in the performance of said work in this contract specified, he will fully protect all of said work and improvement in process of construction or completion, and in case of any damage done to any of said work or improvement by reason of the negligence or carelessness of said contractor, his agents or representatives, in the performance of the obligations of this contract, before the final acceptance of the work by the City, said contractor shall repair and replace such damage at his own cost and expense; and said contractor further agrees to furnish and provide all necessary safety appliances for the protection of laborers and employees engaged upon said work.

Said contractor 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, and to hold said city harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said contractor further agrees to furnish said City of San Diego 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 said work and improvement specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914, said certificate of the insurance carrier to bear the date of 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 upon any of the work in this contract provided to be done, shall require or permit such laborer, workmen or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency, caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said city, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is

required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of, or for, any political subdivision thereof, imposing penalties for the violation of the provisions of said Act, and providing for the enforcement thereof," approved March 10, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than two dollars (\$2.00) per day.

And said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of the contractor herein contained, and the full completion of the work herein agreed and covenanted to be performed, according to the manner herein provided, agrees and covenants to pay said contractor the aforesaid sum of two thousand forty-two dollars (\$2042.00), at the times and in the manner following, to-wit: That when said work shall have been fully completed, upon application to the City Engineer of said City therefor, said Engineer will file with the Common Council of said City a certificate showing that the work to be done under this contract has been fully performed in accordance with said plans and specifications, and upon the filing of such certificate, and upon compliance by said contractor with all requirements of law, the said City will pay to said contractor, in warrants drawn upon the "San Diego Lighting District No. 1 Fund of said City, seventy-five per cent. (75%) of said contract price, as hereinbefore stated, and twenty-five per cent. (25%) of said contract price shall not become due and payable until at least thirty-five days thereafter; and upon the expiration of said thirty-five days thereafter, if all claims of laborers, workmen and mechanics for labor done, and all materialmen for materials furnished upon the work to be done under this contract have been paid, and upon compliance by said contractor with all requirements of law, the said City will pay to said contractor in warrants drawn upon said "San Diego Lighting District No. 1 Fund," said twenty-five per cent. (25%) of the said contract price remaining unpaid.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City, or the General Laws of the State of California in effect in said City, will said City, or any department or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, said Contractor, H. R. Rose, has hereunto subscribed his name, and The City of San Diego by a resolution of its Common Council duly passed and adopted, has caused its corporate name to be hereunto subscribed, and these presents to be executed by a majority of the members of its Common Council, and its corporate seal to be hereunto affixed by the Clerk of said City, the day and year first above written.

H. R. Rose,

Contractor.

THE CITY OF SAN DIEGO.

By O. M. Schmidt

C. W. Fox,

Walter P. Moore,

Herbert R. Fay

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

I hereby approve the form of the foregoing contract, this 31st day of May, 1916.

T. B. COSGROVE, City Attorney.

By M. R. Thorp

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of

CONTRACT & BOND between H. R. ROSE and CITY OF SAN DIEGO, CALIFORNIA, for Installation of Lights on 4th Street, being Document No. 100353.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 8th day of May, 1916, 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 CALIFORNIA IRON WORKS, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Beginning at a point which bears north $80^{\circ} 59' 58''$ west 384.41 feet from the street monument established by the City of San Diego at the southwest corner of the intersection of Ninth Street and N Street in said City, said monument being located at the intersection of a line drawn 7 feet north of and parallel to the south line of said N Street and a line drawn 7 feet east of and parallel to the west line of said Ninth Street; said point of beginning being also located south $33^{\circ} 11' 41''$ east, 275.20 feet from the point of intersection of the center line of Seventh Street with the center line of the Southern California Railway right of way; thence from the true point of beginning south $63^{\circ} 04' 47''$ west, along the southeasterly line of that certain tract of land as described in Ordinance No. 6467 of the ordinances of the City of San Diego, a distance of 910.44 feet to a point distant 125.00 feet from and at right angles to the United States Bulkhead line as established in the year 1912; thence south $50^{\circ} 50'$ east, on a line parallel to and distant 125.00 feet northeasterly from the said Bulkhead Line a distance of 16.41 feet to a point; thence north $63^{\circ} 04' 47''$ east, 912.09 feet to an intersection with a line drawn parallel to and distant 60 feet southwesterly from the southwesterly line of the Southern California Railway right of way; thence north $34^{\circ} 30' 31''$ east, 60.00 feet to an intersection with the said southwesterly line of the Southern California Railway right of way; thence northwesterly along said railway right of way line a distance of 283.90 feet to a point; thence south $33^{\circ} 04' 47''$ west, 60.00 feet to a point; thence south $63^{\circ} 04' 47''$ west, 524.41 feet to a point; thence south $47^{\circ} 25' 47''$ west, 111.21 feet to a point on the northwesterly line of that certain tract of land as described in said Ordinance No. 6467; thence north $63^{\circ} 04' 47''$ east, along the said northwesterly line of that certain tract of land as described in said Ordinance No. 6467, a distance of 648.82 feet to an intersection with a line drawn parallel to and distant 60.00 feet southwesterly from the southwesterly line of the Southern California Railway right of way; thence southeasterly along the northeasterly line of that certain tract of land as described in said Ordinance No. 6467, a distance of 230.61 feet to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of twenty-five (25) years from and after the 27th day of April,

1916, at a monthly rental of One Dollar (\$1.00), payable monthly in advance at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The said City reserves the right to readjust and increase the rentals provided for herein, at any time whenever the said City shall adopt any general plan or rule providing for the readjustment of rents along the water front of said Bay; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee.

Neither the whole nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sub-let the leased premises or any part thereof without the consent of the Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by such annulment, change or modification; provided that whenever the Common Council shall, by ordinance or resolution declaring that such property is needed for public streets and alleys, the same shall immediately upon the taking effect of such ordinance or resolution, be vacated by said Lessee, and said Lessee shall immediately thereupon surrender the same to the City of San Diego, and shall remove from said property any buildings, structures or personal property located thereon. Failure on the part of the Lessee to observe all or any of the conditions and provisions herein imposed upon said Lessee shall be conclusively presumed to be an abandonment by the Lessee of any rights under the terms of this lease, and shall immediately terminate any rights which the Lessee may have hereunder and shall constitute sufficient reason to be considered as sufficient cause for the authorities of said City entering upon the premises herein described, taking complete possession of the same and removing any or all structures or improvements erected by or at the direction or with the consent of the Lessee.

It is further stipulated and agreed that upon the expiration of the period provided for in this lease, or the sooner termination thereof, that the Lessee shall place the premises in the condition they were at the time of the execution of this instrument, unless the waiver of this provision of the lease is made by the Common Council by resolution. A failure on the part of said Lessee to observe the foregoing provision and agreement shall make said Lessee liable in damages to said City in an amount the equivalent of the expense to which said City is put in placing the lands herein described in their original condition at the time of the execution of this instrument.

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 said premises shall be used as follows:

For the erection and maintenance of buildings, wharves and other structures as may be necessary or convenient for shipbuilding, the construction of all kinds of water craft, marine and other engines, and machinery and all kinds of work in iron or other metals. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego.

It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of one year from and after the execution of this lease, construct and erect certain buildings and structures, and expend in the construction and erection of such buildings and

structures a sum of money not less than \$1.00, and the failure of said Lessee to expend said sum of \$1.00 on or before the first day of January, 1917, shall be sufficient to warrant the cancellation of this lease by said Common Council. In the event that there are now buildings and structures upon the said land herein described, of the reasonable value of \$1.00, then and in that event the foregoing provision shall not be operative.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with earth or other material all or any portion of said premises, ~~and the right and privilege of reclaiming and filling in with earth or other material, all or any portion of said premises,~~ and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the U. S. Government and the State of California, and the ordinances of the City of San Diego; and provided further that no work shall be done upon, nor use made of said premises that will materially decrease the amount of the tidal waters of the Bay of San Diego.

(3) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City has heretofore determined, and as said right of way is set out and delineated on that certain map or plat on file in the office of the City Clerk of said City, marked Document No. 95759, and endorsed, "Plan No. 5, Showing Water Front on Tide Lands, Market to Beardsley St.", and shall be so located as to practically parallel the United States Bulkhead Line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said right of way so reserved for railroad purposes, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said right of way; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at its own cost and expense from any such right of way so reserved for railroad purposes any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(5) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove

from said demised premises and shall have no other right or claim thereto; and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, and the said Lessee has caused its corporate name to be subscribed and its corporate seal to be affixed hereto the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore,

Herbert R. Fay,

Members of the Common Council

CALIFORNIA IRON WORKS

By Fred Baker,

President

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

(SEAL) ATTEST:

W. C. Kennedy,

Secretary.

I hereby approve the form of the foregoing Lease, this 8th day of May, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS from CITY OF SAN DIEGO, CALIFORNIA to CALIFORNIA IRON WORKS, being Document No. 99661.

Allen H. Wright,

City Clerk of the City of San Diego, California;

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 8th day of May, 1916, 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 CALIFORNIA IRON WORKS, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Beginning at a point which bears north 80° 59' 58" west, 384.41 feet from the street

monument established by the City of San Diego at the southwest corner of the intersection of Ninth Street and N Street in said City; said monument being located at the intersection of a line 7 feet north of and parallel to the south line of said N Street and a line 7 feet east of and parallel to the west line of said Ninth Street; said point of beginning being also located South $33^{\circ} 11' 41''$ east, 275.20 feet from where the center line of Seventh Street intersects the center line of the Southern California Railway right of way; thence from the true point of beginning south $63^{\circ} 04' 47''$ west, 910.44 feet to a point distant 125 feet from and at right angles to the United States Bulkhead line as established in 1912; thence north $50^{\circ} 50'$ west, on a line parallel to and distant 125 feet northeasterly from the said Bulkhead line, a distance of 218.78 feet to a point; thence north $63^{\circ} 04' 47''$ east, 884.21 feet to an intersection with a line drawn parallel to and 60 feet southwesterly from the southwesterly line of the Southern California Railway right of way; thence south $56^{\circ} 55' 13''$ east, on a line parallel to and distant 60 feet southwesterly from the southwesterly line of the said railway right of way, a distance of 179.06 feet to a point; thence southeasterly, curving to the right with a radius of 2754.8 feet, on a line parallel to and distant 60 feet southwesterly from the southwesterly line of the said railway right of way, a distance of 51.55 feet to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of twenty-five (25) years from and after the 27th day of February, 1916, at a monthly rental of Twenty-five Dollars (\$25.00); payable monthly in advance in gold coin of the United States at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The said City reserves the right to readjust and increase the rentals provided for herein, at any time whenever the said City shall adopt any general plan or rule providing for the readjustment of rents along the water front of said Bay; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee.

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 Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by 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 said premises shall be used as follows:

For the erection and maintenance of buildings, wharves and other structures as may be necessary or convenient for shipbuilding, the construction of all kinds of water craft, marine and other engines, and machinery and all kinds of work in iron or other metals. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of one year from and after the execution of this lease, construct and erect certain buildings and structures, and expend in the construction and erection of such buildings and structures a sum of money not less than twenty thousand dollars (\$20,000.00).

and the failure of said Lessee to expend said sum of twenty thousand dollars (\$20,000.00) on or before the first day of January, 1917, shall be sufficient to warrant the cancellation of this lease by said Common Council. In the event that there are now buildings and structures upon the said land herein described, of the reasonable value of twenty thousand dollars (\$20,000.00), then and in that event the foregoing provision shall not be operative.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with earth or other material, all or any portion of said premises, and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the U. S. Government and the State of California, and the ordinances of the City of San Diego; and provided further that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City has hereto determined, and as said right of way is set out and delineated on that certain map or plat on file in the office of the City Clerk of said City, marked Document No. 95759, and endorsed, "Plan No. 5, Showing Water Front on Tide Lands, Market to Beardsley St.," and shall be so located as to practically parallel the United States Bulkhead Line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said right of way so reserved for railroad purposes, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said right of way; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at its own cost and expense from any such right of way so reserved for railroad purposes any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(5) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council

of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, and the said Lessee has caused its corporate name to be subscribed and its corporate seal to be affixed hereto the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox,

P. J. Benbough,

Walter P. Moore

Herbert R. Fay,

Members of the Common Council.

(SEAL) ATTEST:

W. C. Kennedy,
Secretary

CALIFORNIA IRON WORKS

Fred L. Baker,

President

I hereby approve the form of the foregoing lease, this 8th day of May, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS from CITY OF SAN DIEGO, CALIFORNIA to CALIFORNIA IRON WORKS, being Document No. 99660.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 10th day of May, 1916, 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 SWIFT AND COMPANY, a corporation organized and existing under and by virtue of the laws of the State of West Virginia, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

A strip of land 50 feet in width, being 25 feet on each side of the following described

center line:

Commencing at the intersection of the temporary bulkhead, as now located, with a line 70 feet from and at right angles to the south line of F Street as described in Ordinance No. 6023 of the Ordinances of the City of San Diego; thence westerly on a line parallel to and distant 70 feet south from the south line of said F Street, extended west, a distance of 200 feet.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of twenty-five (25) years from and after the first day of January, 1916, at a monthly rental of One Dollar (\$1.00), payable monthly in advance at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The said City reserves the right to readjust and increase the rentals provided for herein, at any time whenever the said City shall adopt any general plan or rule providing for the readjustment of rents along the water front of said Bay; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 31st day of December, 1940, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

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 Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by 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 said premises shall be used as follows:

For the erection and maintenance thereon of a wharf to be used in connection with lands heretofore leased to said Lessee by said City, said lease being Document No. 97911 on file in the office of the City Clerk of said City.

There is hereby granted to said Lessee a right of way for a concrete tunnel under that portion of the tide lands lying between the westerly line of certain tide lands heretofore leased to said Lessee by Document No. 97911 hereinabove mentioned, and the bulkhead line as established by the United States Government in 1912; said concrete tunnel to be built and constructed in accordance with plan thereof filed with the City Clerk of said City on the 17th day of March, 1916, and being Document No. 98105.

All structures erected by said Lessee to be in accordance with the ordinances of the City of San Diego. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of twenty-one days from and after the execution of this lease,

expend in the construction and erection of said wharf and concrete tunnel a sum of money not less than \$5000.00, and the failure of said Lessee to expend said sum of \$5000.00, on or before the 1st day of June, 1916, shall be sufficient to warrant the cancellation of this lease by said Common Council. In the event that there are now buildings and structures upon the said land herein described, of the reasonable value of \$5000.00 then and in that event the foregoing provision shall not be operative.

(2) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, and the said Lessee has caused its corporate name to be subscribed and its corporate seal to be affixed hereto the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

THE CITY OF SAN DIEGO

C. W. Fox,

Walter P. Moore,

Herbert R. Fay

Members of the Common Council

SWIFT AND COMPANY

By G. S. Swift,

(SEAL) ATTEST:

President

H. W. Tobey,

Assistant Secretary

I hereby approve the form of the foregoing Lease, this 6th day of May, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS, between CITY OF SAN DIEGO, CALIFORNIA and SWIFT & COMPANY, being Document No. 99613.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, H. E. KETTERING, of the City of San Diego, State of California, as Principal; and ROYAL INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK and duly licensed to transact business in the State of California, as Surety, are held and firmly bound unto the CITY

OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One Thousand Dollars (\$1000.00), good and lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of July, 1916.

The condition of the above and foregoing obligation is such that, whereas, the Principal has entered into the annexed contract with the City of San Diego to furnish all labor, tools, appliances, equipment and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to haul and deliver for said City approximately eight hundred (800) tons of materials, including about 550,000 feet B. M. of 2" x 6" milled redwood pipe staves, and about 200 tons of 1/2" round steel pipe bands bent to 36" diameter circular form and tied in bundles of ten or more, to points along the trench leading from the Upper Otay Dam to the Harvey Diverting Dam, as set forth in specifications contained in Document No. 100066, filed in the office of the City Clerk on the 22nd day of May, 1916, and endorsed "Spec. for Hauling Wood Pipe Upper Otay", true copy of which specifications is attached to said contract, marked "Exhibit A", and made a part thereof, as in said contract provided. Also for the hauling of 340 feet of Hess Steel Flume, complete with the necessary plates, tods, nuts, etc., and 356 feet of Western Pipe & Steel Company's Steel Flume, complete with the necessary plates, straps and nuts, as per details of flume contained in Document No. 100023, filed in the office of the City Clerk on the 19th day of May, 1916, and endorsed, "Detail of Old Type Joint of Steel Flume, Western Pipe & Steel Co. and Detail of Hess Flume Joints", true copy of which detail is attached to said contract marked "Exhibit B" and made a part thereof as in said contract provided; and instructions from the City Engineer.

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

IN WITNESS WHEREOF, the said Principal has hereunto set his hand, and the said Surety has caused its corporate name to be subscribed, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

H. E. Kettering

Principal

ROYAL INDEMNITY COMPANY

(REVENUE STAMPS)

Surety (SEAL)

By S. W. Grier,

Its attorney-in-fact.

I hereby approve the form of the within Bond, this 21st day of June, 1916.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 3rd day of July, 1916.

O. M. Schmidt

C. W. Fox,

P. J. Benbough,

(SEAL) ATTEST;

Allen H. Wright,
City Clerk

Walter P. Moore
Members of the Common Council.

By Y. A. Jacques, Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, H. E. KETTERING, of the City of San Diego, State of California, as Principal, and ROYAL INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK and duly licensed to transact business in the State of California, as Surety, are held and firmly bound unto all persons companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Eleven Hundred and Forty Dollars (\$1140.00), good and lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of July, 1916.

The condition of the above and foregoing obligation is such that, whereas, the Principal has entered into the annexed contract with the City of San Diego to furnish all labor, tools, appliances, equipment and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to haul and deliver for said City approximately eight hundred (800) tons of materials, including about 550,000 feet B. M. of 2" x 6" milled redwood pipe staves, and about 200 tons of 1/2" round steel pipe bands bent to 36" diameter circular form and tied in bundles of ten or more, to points along the trench leading from the Upper Otay Dam to the Harvey Diverting Dam, as set forth in specifications contained in Document No. 100066, filed in the office of the City Clerk on the 22nd day of May, 1916, and endorsed "Spec. for Hauling Wood Pipe Upper Otay", true copy of which specifications is attached to said contract marked "Exhibit A", and made a part thereof, as in said contract provided. Also for the hauling of 340 feet of Hess Steel Flume, complete with the necessary plates, rods, nuts, etc. and 356 feet of Western Pipe & Steel Company's Steel Flume, complete with the necessary plates, straps and nuts, as per details of flume contained in Document No. 100023, filed in the office of the City Clerk on the 19th day of May, 1916, and endorsed "Detail of Old Type Joint of Steel Flume, Western Pipe & Steel Co. and Detail of Hess Flume Joint", true copy of which detail is attached to said contract marked "Exhibit B" and made a part thereof as in said contract provided, and instructions from the City Engineer.

AND WHEREAS, the aforesaid penal sum of Eleven Hundred and Forty Dollars (\$1140.00), 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 of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

NOW, THEREFORE, if the above bounden Principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, then the said surety will pay the same in an amount not exceeding the sum specified in this bond; provided that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act, entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public work,' approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, said Principal has hereunto set his hand, and said Surety has caused its corporate name to be subscribed and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

H. E. Kettering,

Principal.

(REVENUE STAMPS)

ROYAL INDEMNITY COMPANY

Surety (SEAL)

By S. W. Grier,

Its attorney-in-fact.

I hereby approve the form of the within Bond, this 21st day of June, 1916.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 3rd day of July, 1916.

O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore,

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Y. A. Jacques, 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 28th day of June, 1916, by and 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 H. E. KETTERING, of the City of San Diego, State of California, party of the second part and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all labor, tools, appliances, equipment and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to haul and deliver for said City approximately eight hundred (800) tons of materials, including about 550,000 feet B. M. of 2" x 6" milled redwood pipe staves, and about 200 tons of 1/2" round steel pipe bands bent to 36" diameter circular form and tied in bundles of ten or more, to points along the trench leading from the Upper Otay Dam to the Harvey Diverting Dam, as set forth in specifications contained in Document No. 100066, filed in the office of the City Clerk on the 22nd day of May, 1916, and endorsed "Spec. for Hauling Wood Pipe Upper Otay", true copy of which specifications is hereto attached marked "EXhibit A", incorporated herein and made a part hereof as fully as though written out and incorporated ~~herein-and-made-a-part-hereof~~ into the body hereof. Also for the hauling of 340 feet of Hess Steel Flume, complete with the necessary plates, rods, nuts, etc., and 356 feet of Western Pipe & Steel Company's Steel Flume, complete with the necessary plates, straps and nuts, as per details of flume contained in Document No. 100023, filed in the office of the City Clerk on the 19th day of May, 1916, and endorsed

"Detail of Old Type Joint of Steel Flume, Western Pipe & Steel Co. and Detail of Hess Flume Joint", true copy of which details is hereto attached marked Exhibit B", incorporated herein and made a part hereof as fully as though written out and incorporated into the body hereof, and instructions from the City Engineer.

Said Contractor agrees to do and perform all of the said work of hauling said materials hereinabove mentioned at and for the following prices:

From National City, \$2.70 per ton

From McCormick Lumber Company's Yards, 2.85 per ton.

Said Contractor agrees to commence said work of hauling within twenty-four (24) hours after notification by said City that material is available, and to prosecute the same diligently and with a sufficient force of men and equipment at the direction of the City Engineer.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants 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 Dulzura-Otay Conduit Bond Fund, the sums hereinbefore set forth; said payments to be made as follows:

Said City Engineer shall, on or before the tenth day of each month, make an estimate of the amount of pipe and fittings hauled and delivered during the preceding month, and on such estimate being made and reported to the Auditing Committee of said City, seventy-five per cent (75%) of the amount estimated by said City Engineer to have been hauled shall be paid, and twenty-five per cent (25%) of the whole estimate and of all the work so performed shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

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

Said Contractor further agrees that in the performance of the work in this contract specified, he will fully protect said pipe and fittings, and in case any damage is done to the same by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract prior to the final acceptance of the work by said City, said Contractor shall repair such damage at his own cost and expense.

Further, said Contractor hereby agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said Contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914; said certificate of the insurance carrier to bear the date of the expiration of

said policy.

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 upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than two dollars (\$2.00) per day.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Manager of Operation of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of him to be outside of the requirements of this contract, or considers any record or ruling of the Manager of Operation as unfair, he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or 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 said contract price; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has hereunto set his hand the day and year in this agreement first above written.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

THE CITY OF SAN DIEGO
O. M. Schmidt,
C. W. Fox,
P. J. Benbough
Walter P. Moore
Members of the Common Council
H. E. Kettering
Contractor.

I hereby approve the form of the foregoing contract, this 21st day of June, 1916.

T. B. COSGROVE, City Attorney

By M. R. Thorp,

Deputy City Attorney.

EXHIBIT A.

SPECIFICATIONS FOR HAULING WOOD PIPE MATERIAL ON UPPER OTAY TO
HARVEY DIVERTING DAM.

WORK:

The work to be done consists of hauling approximately 800 tons of wood pipe materials including about 550,000 ft. B. M. of 2" x 6" milled redwood pipe staves and about 200 tons of 1/2" round steel pipe bands bent to 36" diameter circular form and tied in bundles of ten or more.

LOCATION:

The material will be located in a convenient place for loading, either at the McCormick Lumber Company's Yards at the foot of 24th Street, San Diego, Cal., or at the Santa Fe freight yards in National City, California.

The contractor will be required to load and haul material from either or both of the above named locations and deliver and unload the same along the pipe trench leading from the Upper Otay Dam to the Harvey Diverting Dam at points designated by the representatives of the City of San Diego.

The contractor will not be expected to distribute material along the pipe trench, except that each truck or wagon load must be placed at such point along the line as is designated by the representative of the City of San Diego; however, the contractor will not be expected to construct any road in order to reach the pipe trench and if such road is not provided by the City of San Diego, the material must be delivered to a point on the road nearest to the point on the trench designated by the representative of the City of San Diego.

BIDS:

The bidder will be assumed to have examined the road conditions and familiarized himself with the average length of haul. The bidder will be expected to submit a price per ton on haul from both the McCormick's Lumber Co's Yard at the foot of 24th Street, San Diego, and from the Santa Fe Freight Yard at National City, as it is likely that material will be hauled from both of these locations.

DAMAGE TO MATERIAL:

The contractor will be expected to furnish suitable covering for binding chains, etc., in order to prevent any damage to the surfaced lumber and great care must be used in loading and unloading in order to avoid any damage to the lumber or bands or any other material hauled. Any material damaged by the improper hauling or handling of the same by the contractor, shall be paid for by the contractor.

WEIGHTS:

Weights will be obtained either by actual weighing or by some other method agreed upon by the representative of the City of San Diego and the contractor.

TIME:

The contractor must start hauling within 24 hours after notification by the City of San Diego that material is available and if at any time it is considered advisable by the City Engineer in order to expedite the completion of the construction work, the contractor must haul and deliver material at a rate of not less than twenty tons per day for as long a period as may be deemed necessary.

(BLUE PRINT ATTACHED)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of

CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA and H. E. KETTERING for hauling material etc. to points between Upper Otay and Harvey Diverting Dam, being Document No. 100777.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made this 7th day of June, 1916, between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, party of the first part, by its Common Council, and the LA JOLLA COUNTRY CLUB, a corporation, organized under the laws of the State of California, party of the second part, WITNESSETH:

That the said party of the first part does by these presents demise and lease unto the said party of the second part the following described premises:

Pueblo Lot Twelve Hundred and Eighty-four (1284) of the Pueblo Lands of the City of San Diego, according to the map made by James Pascoe in 1870.

For the term of ten (10) years from and after the first day of April, 1916, at a yearly rental of Five Dollars (\$5.00), payable annually in advance. The right of the Common Council to change or increase said rent, at any time, is hereby expressly reserved to the City; and the said party of the second part, in accepting this lease, acknowledges the right of said City to readjust and increase the rental at any time as hereinabove provided.

This said lease is made upon the condition, to which the said party of the second part consents, that should the City find that it needs said property hereinabove described during the term named, the said La Jolla Country Club will release all or that portion of the premises that may be required by the City, within thirty (30) days after receiving from the City notice so to do, and upon the refunding to the said La Jolla Country Club by said City of an equitable sum to cover the unexpired term for which rental has been paid.

And the said party of the first part hereby covenants and agrees that the party of the second part may remove from said premises any improvements which the said party of the second part may place thereon; provided that said improvements can be removed without injury to the realty and that said improvements be removed within the time limited in the above notice.

The said party of the second part, in accepting this lease, acknowledges the right of the Common Council, by ordinance, to annul, change or modify this lease as in their judgment may seem proper.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands as and for the act of said City, and the party of the second part has hereunto subscribed its corporate name and affixed its corporate seal, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt,

C. W. Fox,

Walter P. Moore.

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

LA JOLLA COUNTRY CLUB

By Wm. Wise, Jr.

Prest.

Attest:

Theo. S. McLaughlin, S

Secretary

I hereby approve the form of the foregoing lease, this 7th day of June, 1916.

T. B. COSGROVE, City Attorney

By M. R. Thorp,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and LA JOLLA COUNTRY CLUB, being Document No. 100510.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, PACIFIC TANK AND PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and UNITED STATES FIDELITY AND GUARANTY CO. 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 Thirteen Thousand Two Hundred and Fifty Dollars (\$13,250.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of July, 1916.

The condition of the above 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 material, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to construct and install approximately twenty-three thousand seven hundred linear feet of thirty-six inch continuous wood stave pipe line from the Harvey diverting dam to the pipe line from the Upper Otay reservoir, including the installation of ten standard six inch blow-offs and eleven standard four inch air valves, together with all necessary saddles, bolts, gaskets and gate valves to be installed at such points on the pipe line as directed by the City Engineer, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 10th day of April, 1916, marked Document No. 98852, and endorsed, "Plans and Spec. Wood Stave Pipe Line Harvey Diverting Dam to Otay pipe line"; true copy of which is 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, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have caused their corporate names to be subscribed, and their corporate seals to be affixed hereto, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

PACIFIC TANK AND PIPE COMPANY,

ATTEST:

BY E. C. Pitcher, (SEAL)

Geo. T. Gerken,

UNITED STATES FIDELITY AND GUARANTY CO.

By B. F. Cator,
Attorney-in-fact.

(SEAL)

W. S. Alexander,
Attorney-in-fact.

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

On this 5th day of July in the year one thousand nine hundred and 16, before me, M. J. CLEVELAND, a Notary Public in and for the City and County of San Francisco, personally appeared B. F. CATOR and W. S. ALEXANDER, known to me to be the persons whose names are subscribed to the within instrument as the Attorneys-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and acknowledged to me that they subscribed the name of the United States Fidelity and Guaranty Company thereto as principal, and their own names as Attorneys-in-Fact.

(SEAL) M. J. Cleveland,
Notary Public in and for the City and County of
San Francisco, State of California.

I hereby approve the form of the within Bond, this 10 day of July, 1916.

T. B. Cosgrove,
City Attorney.

By M. R. Thorp,
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of July, 1916.

O. M. Schmidt,
C. W. Fox,
Walter P. Moore.
Members of the Common Council.

(SEAL) ATTEST:
Allen H. Wright, City Clerk
By Hugh A. Sanders, Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, PACIFIC TANK AND PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal and UNITED STATES FIDELITY AND GUARANTY CO. 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 all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Twenty-six Thousand Five Hundred Dollars (\$26,500) good and lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of July, 1916.

The condition of the above 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 material, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to construct and install approximately twenty-three thousand seven hundred linear feet of thirty-six inch continuous wood stave pipe line from the Harvey diverting dam to the pipe line from the Upper Otay reservoir, including the installation of ten standard six inch blow-offs and eleven standard four inch air valves, together with all necessary saddles, bolts, gaskets and gate valves to be installed at such points on the pipe line as directed by the Engineer, all as shown upon those certain plans and specifications on file in the of-

file of the City Clerk of said City, filed on the 10th day of April, 1916, marked Document No. 98852, and endorsed, "Plans and Spec. Wood Stave Pipe Line Harvey Diverting Dam to Otay pipe line"; true copy of which is 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-six Thousand Five Hundred Dollars (\$26,500.00), 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 of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

NOW THEREFORE, if the above bounden Principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, that the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public work', approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principal and Surety have caused their corporate names to be subscribed, and their corporate seals to be affixed hereto, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

PACIFIC TANK AND PIPE COMPANY

ATTEST:

By E. C. Pitcher, (SEAL)

Geo. T. Gerken

UNITED STATES FIDELITY AND GUARANTY CO.

By B. F. Cator,

Attorney-in-fact.

W. S. Alexander,

Attorney-in-fact.

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

On this 5th day of July in the year one thousand nine hundred and 16, before me, M. J. CLEVELAND, a Notary Public in and for the City and County of San Francisco, personally appeared B. F. CATOR and W. S. ALEXANDER known to me to be the persons whose names are subscribed to the within instrument as the Attorneys-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and acknowledged to me that they subscribed the name of the United States Fidelity and Guaranty Company thereto as principal, and their own names as Attorneys-in-fact.
(SEAL)

M. J. Cleveland,

Notary Public in and for the City and County of
San Francisco, State of California.

I hereby approve the form of the within Bond, this 21st day of June, 1916.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of July, 1916.

O. M. Schmidt,

(SEAL) ATTEST:

Allen H. Wright, City Clerk
By Hugh A. Sanders, Deputy.

C. W. Fox,
Walter P. Moore.
Members of the Common Council.

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 26th day of June, 1916, by and 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 PACIFIC TANK & PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all material, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to construct and install approximately twenty-three thousand seven hundred linear feet of thirty-six inch continuous wood stave pipe line from the Harvey diverting dam to the pipe line from the Upper Otay reservoir, including the installation of ten standard six inch blow-offs and eleven standard four inch air valves, together with all necessary saddles, bolts, gaskets and gate valves to be installed at such points on the pipe line as directed by the City Engineer, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 10th day of April, 1916, marked Document No. 98852, and endorsed, "Plans and Spec. Wood Stave Pipe Line Harvey Diverting dam to Otay pipe line"; true copy of which plans and specifications is hereto attached, marked "Exhibit A", by reference thereto incorporated herein and made a part hereof as fully as though written out plainly in this paragraph.

Said Contractor hereby 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 and construction as shown upon said plans and specifications, as the same may be interpreted by the Manager of Operation of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such plans and specifications by said Common Council.

Said Contractor agrees to do and perform all of the said work of construction and installation, and to furnish all labor, materials and equipment necessary or incidental thereto, as shown on said plans and specifications, at and for the following unit prices, to-wit:

Feet of Pipe	Head in feet	Price per foot	Amount
4656	30	\$1.90	\$8,846.40
2065	40	1.93	3,985.45
1895	50	2.05	3,884.75
2787	60	2.16	6,019.92
3485	70	2.29	7,980.65
5954	80	2.42	14,408.68
1724	90	2.56	4,413.44
302	100	2.69	812.38

202	110	2.82	569.64
630	120	2.95	<u>1,858.50</u>
10- 6" standard blow-offs included			\$52,779.81
11- 4" air valves included.			

The various amounts of pipe indicated above may be increased or diminished at the discretion of the City Engineer.

Said Contractor agrees to commence said work within 10 days after the signing 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 seventy-five days from the signing of this contract.

It is hereby understood and agreed that said City will allow said Contractor the use of twelve thousand (12,000) bands owned by said City, in order that said work of construction and installation may be completed within the seventy-five days hereinabove mentioned.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor undertaken by it to be performed, and the acceptance of said construction and installation by said City, will pay said Contractor, in warrants drawn upon the Dulzura-Otay Conduit Bond Fund, the sum hereinbefore set forth. Said payments to be made as follows:

The City Engineer of said City shall, on or before the tenth day of each month, make an estimate of the amount of work properly performed and completed, and in such condition as to be accepted by said City, during the preceding month, and on such estimate being made and reported to the Auditing Committee of said City, seventy-five per cent (75%) of the amount estimated by said City Engineer to have been done shall be paid, and twenty-five per cent (25%) of the whole estimate and of all the work so performed, shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

Said Contractor further agrees that it will not underlet nor assign this contract, nor any part thereof, to any one, without the consent of the Common Council of said City, in writing, having been first obtained.

Said Contractor further agrees that in the performance of the work in this contract specified, it will fully protect all work, labor, structures and improvements now completed or in process of completion, located and situated near or adjacent to the points where the work shall be performed under the terms of this contract, and in case any damage is done to any work, structures, or improvements by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, prior to the final acceptance of the work by said City said Contractor shall repair such damage at its own cost and expense.

Further, said Contractor hereby agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for supplies or materials furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor agrees to furnish said City of San Diego 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 and construction specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of 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, upon any of the work provided by this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than two dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council of said City, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City of San Diego, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the said City, (as determined by said Common Council) of the remaining unused portion of the material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the said City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the said City to annul the contract, nor shall the failure of said City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress, be construed as a waiver of the right of the said City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Manager of Operation of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of it to be outside the requirements of this contract, or considers any record or ruling of the Manager of Operation as unfair, it

shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such change in the plans and specifications and in the execution of the work to be done under the plans and specifications, as in the judgment of the Manager of Operation of said City may be deemed necessary or expedient to carry out the intent of the contract; provided always, however, that no increase in price over the contract price shall be paid to the Contractor on account of such change or changes, unless prior to making such change or changes a formal written agreement between the parties hereto has been executed providing for such increase in price and the manner of determining the same.

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; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

It is hereby mutually agreed and understood by the parties hereto that any delay in the work herein provided for occasioned by the inability of the City to obtain the right of way, the easement, or a deed to the property upon which the pipe line is to be located shall be taken into consideration in determining the time when the work herein provided for is to be completed; and in the event that any delay is occasioned to the Contractor through no fault of the Contractor, and arising from the refusal of the owner or owners of the Rancho Jamul to allow the work to proceed prior to obtaining title to the same by the City of San Diego, or obtaining an easement over the same, that such loss of time shall be credited to said Contractor in determining the time within which the work is to be performed.

It is further agreed and understood by and between the parties hereto that in the event the owners of said Rancho Jamul shall prevent, by court proceedings or otherwise, the installation of the pipe line and work herein contracted for, that the Contractor hereby waives any claim of damages against the City of San Diego which may be occasioned to said Contractor by reason of such delay.

It is further agreed and understood that the City of San Diego shall exercise diligence in securing, or in attempting to secure, an easement or deed for the property over which the pipe line is to be constructed, and to that end shall prosecute diligently any condemnation proceedings now pending or hereafter to be instituted for the purpose of acquiring either the title to or an easement in the lands necessary to install the pipe line herein contracted to be installed.

IN WITNESS WHEREOF a majority of the members of the Common Council have hereunto set their hands as and for the act of said City, and said Contractor has hereunto subscribed its corporate name and affixed its corporate seal, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt,

C. W. Fox

P. J. Benbough

Walter P. Moore.

Members of the Common Council

PACIFIC TANK AND PIPE COMPANY

E. C. Pitcher (SEAL)

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

ATTEST:

Geo. T. Gerken

I hereby approve the form of the foregoing contract, this 21st day of May, 1916.

T. B. Cosgrove,
City Attorney
By M. R. Thorp, Deputy.

Exhibit A.

S P E C I F I C A T I O N S.

FOR THE CONSTRUCTION OF A WOOD STAVE PIPE LINE FROM THE HARVEY DIVERTING DAM TO A CONNECTION WITH THE PIPE LINE FROM THE UPPER OTAY RESERVOIR AT A POINT 2000 FEET SOUTHERLY FROM THE UPPER OTAY DAM.

WORK: The work to be performed under these specifications is the furnishing of all labor and material for the installation of a 36" continuous wood stave pipe line from the Harvey diverting dam to a connection with the pipe line from the Upper Otay Reservoir at a point 2000 feet southerly from the Upper Otay Dam, and shall include the installation of 10 Standard 6" blow-offs and 11 Standard 4" air valves together with all necessary saddles, bolts, gaskets and gate valves, said blow-offs and air valves to be installed at such points on the pipe line as may be directed by the City Engineer.

The total length of the pipe to be constructed is approximately 23,700 feet segregated into the following approximate lengths of the various pressure heads for which it is to be banded.

HEAD	LENGTH
30'	4656 feet.
40'	2065 "
50'	1895 "
60'	2787 "
70'	3485 "
80'	5954 "
90'	1724 "
100'	302 "
110'	202 "
120'	630 "

The contractor will be expected to indicate in his bid the amount bid per lineal foot of pipe for each pressure head as indicated and the various amounts of pipe indicated above may be increased or diminished at the discretion of the City Engineer and the contractor will not be allowed any compensation for damages which may arise from anticipated profits or losses due to such changes.

The contractor shall, for the price bid, furnish all material, F. O. B. cars National City, California, and the labor necessary for the installation of the pipe in a manner acceptable to the City Engineer of the City of San Diego, California.

The City of San Diego will prepare the necessary bench or foundation for the pipe and will transport all pipe material from the cars to the work and distribute same along the trench.

SIZE: The pipe shall be not less than 36" in diameter and of uniform cross-section.

MATERIAL: All material shall be of specified quality. Rejected material shall be immediately removed from the work by the contractor, and shall not be brought again upon the work.

LABOR: Any overseer, superintendent, laborer or other person employed on the work by the contractor, who shall perform his work in a manner contrary to these specifications or act in a manner inimical to the interests of the City of San Diego, shall be discharged immediately upon demand of the City Engineer and shall not be again employed upon the work.

TRENCH† The City of San Diego shall provide the necessary trench or bench, same to be not less than five feet (5 feet) four inches (4 inches) wide at the bottom on tangents, where there is no horizontal curvature in the pipe and not less than seven (7) feet wide at the bottom on all horizontal curves. The City of San Diego shall erect any trestles or other structures necessary and keep the trench free from water during time of erection of the pipe.

DELIVERY† The City of San Diego shall unload cars, sort staves to the nearest foot lengths, and haul and deliver all material conveniently along the line of the trench.

DAMAGE: All loss or damage arising from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the work, or from any action of the elements, prior to the acceptance of the work, or from any act or omission not authorized by these specifications, on the part of the contractor or any agent or person employed by him, shall be sustained by the contractor. The contractor shall be held liable for all damages or claims resulting from the use of patented articles or processes or appliances in connection with the fulfillment of this contract.

INSPECTION: The contractor shall notify the city when he desires a final inspection of the work, whereupon the city will make the necessary inspection.

STAVES: The staves shall be milled from clear, straight-grained sound, thoroughly seasoned redwood lumber, free from knots, shakes, splits, dry rot, sap, punky or decayed wood, which would impair its strength or durability. No quarter sawed staves will be permitted. A small proportion of the staves may contain small, sound knots which do not extend through the stave. Staves shall be milled to circular outline of the pipe both inside and outside and shall dress one and one-half (1 1/2) inches in thickness and the edges shall be milled to radial lines. Stave ends shall be cut off square and slotted for the insertion of a metal tongue which is to be used.

TONGUES: The ends of the staves shall be connected by means of steel tongues 1/8" in thickness and one and one-half (1 1/2) inches in width and of proper length to fit staves.

BANDS: The bands shall be of one-half (1/2) inch round, mild steel, having a tensile strength of not less than 60,000 pounds per square inch of cross-section, and shall stand being bent when cold 180 degrees upon itself and hammered down flat without showing signs of fracture.

The bands shall have six inches of cold rolled upset thread with hexagon nut and washer on one end and a button head on the other end; both thread and button head must be so designed that they will develop the full strength of the rod. Bands are to be bent to circle to fit the pipe.

SHOES: The shoes shall be made of either malleable or cast iron and shall be ^{of} such strength as to exceed that of the bands.

COATING: The bands and shoes shall be dipped in an asphaltum dip before shipment is made from the factory. Should this coating be injured during transportation or construction, same shall be repainted with a good quality of asphalt paint.

SPACING OF BANDS: The spacing of the bands required under varying heads is given below:

HEAD IN FEET:	0 to 30	40	50	60	70	80	90	100	110	120
BAND SPACING IN INCHES:	10	9.43	7.54	6.28	5.38	4.72	4.19	3.77	3.43	3.14

The maximum spacing shall be ten inches on the main body of the pipe and six inches over butt joints.

BUTT JOINTS: Butt joints in any two adjacent staves shall not be located less than two feet apart and the distance between the "front set" and the "back set" shall not be less than three feet on an average for any one section.

All pipe shall be constructed by the contractor in a manner acceptable to the City Engineer and shall be tested with water to be furnished by the city. Any leakage that may develop shall be caulked by the contractor at his expense.

TIME: The contractor shall specify in his bid when he proposes to start delivery of material and the date of completion of the delivery of material and the date of completion of the contract.

DEFINITIONS: Wherever in these specifications, the word "city" is used, it shall be understood to mean the City of San Diego, California, acting through its Mayor and Council, or their duly accredited representative. Wherever the words "Engineer" or "City Engineer" are used, they should be understood to mean the City Engineer of the City of San Diego, California. Wherever the word "contractor" is used, it shall be understood to mean the person or firm employed to do all or any part of the work or to furnish all or any part of the material to be used on the work.

(BLUE PRINT ATTACHED)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA and PACIFIC TANK & PIPE COMPANY, for Pipe to Connect Harvey Diverting Dam to Upper Otay, being Document No. 100778.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Yd Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, A. E. REESE, as Principal, and THE AETNA ACCIDENT AND LIABILITY 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 all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Three Hundred and Twenty Dollars (\$320.00), good and lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of June, 1916.

The condition of the above 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 material, 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 do the riveting and caulking of twenty (20) joints of twenty-eight (28) inch steel water pipe, and to supply twelve (12) feet of twenty-eight (28) inch by one-quarter (1/4) inch steel water pipe, all at the Sweetwater crossing of the Bonita pipe line, used for supplying water to the City of San Diego; all of said work to be done and completed in a manner satisfactory to the City Engineer of said City;

AND, WHEREAS, the aforesaid penal sum of Three Hundred and Twenty Dollars (\$320.00), 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 of any and all persons, companies, or corporations who perform labor on or furnish materials to be used in the said work.

Now therefore, if the above bounden Principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, that the said Surety will pay

the same in an amount not exceeding the sum specified in this bond; provided that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An Act to secure the payment of the claims of materialmen, mechanics, or laborers employed by contractors upon state, municipal or other public work', approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and said Surety has caused its corporate name to be subscribed and its corporate seal to be affixed hereto, by its proper officers thereunto duly authorized.

A. E. Rees

Principal

THE AETNA ACCIDENT AND LIABILITY COMPANY

By Frank A. Salmons,
Attorney-in-fact.

(SEAL) Attest:-

Surety.

M. Sandin,

Atty-in-fact.

I hereby approve the form of the within Bond, this 19th day of July, 1916.

T. B. Cosgrove,
City Attorney.

By M. R. Thorp,
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 19th day of July, 1916.

O. M. Schmidt,
C. W. Fox,
P. J. Benbough
Walter P. Moore,
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright, City Clerk
By Y. A. Jacques, Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, A. E. REESE, as Principal, and THE AETNA ACCIDENT AND LIABILITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Five Hundred Dollars (\$500.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of June, 1916.

The condition of the above 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 material, 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 do the riveting and caulking of twenty (20) joints of twenty-eight (28) inch steel water pipe, and to supply twelve (12) feet of twenty-eight (28) inch by one-quarter (1/4) inch steel water pipe, all at the Sweetwater crossing of the Bonita pipe line, used for supplying water to the City of San Diego; all of said work to be done and completed in a manner satisfactory to the City Engineer of said City;

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand, and said Surety has caused its corporate name to be subscribed, and its corporate seal to be affixed hereto, by its proper officers thereunto duly authorized.

A. E. Rees

Principal.

THE AETNA ACCIDENT AND LIABILITY COMPANY

By Frank A. Salmons,

Attorney-in-fact.

(SEAL) Attest:

Surety.

M. Sandin,

Attorney-in-fact.

I hereby approve the form of the within Bond, this 19th day of July 19th, 1916.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 19th day of July, 1916.

O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore.

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright, City Clerk.

By Y. A. Jacques, 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 14th day of June, 1916, by and 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 A. E. REESE, party of the second part and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said 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 material, 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 do the riveting and caulking of twenty (20) joints of twenty-eight (28) inch steel water pipe, and to supply twelve (12) feet of twenty-eight (28) inch by one-quarter (1/4) inch steel water pipe, all at the Sweetwater crossing of the Bonita pipe line, used for supplying water to the City of San Diego.

It is understood and agreed that the City shall furnish the pumping equipment, four sets of chain tackle with tripods of not less than two tons capacity; and said Contractor hereby agrees to be responsible for the upkeep of said equipment and to return same in as good order as when taken over by him, reasonable wear and tear excepted.

Said Contractor hereby agrees to do said work and complete the same in a manner satis-

factory to the City Engineer of said City.

Said Contractor agrees to do and perform all of the said work, and to furnish all labor, materials and equipment necessary or incidental thereto, for the sum of Six Hundred and Thirty-nine Dollars (\$639.00). Said Contractor agrees to commence said work upon the date of the signing of this contract, and to complete the same on or before June 30th, 1916.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor undertaken by him to be performed, and the acceptance of said work by the said City, will pay said Contractor in warrants drawn upon the fund set aside and appropriated by Ordinance No. 6640 of the Ordinances of the City of San Diego, approved June 5th, 1916; said payments to be made as follows:

Seventy-five per cent (75%) of the whole amount shall be paid upon the completion of said work and the acceptance of the same by said City, and twenty-five percent (25%) of the whole amount shall remain unpaid until the expiration of thirty-five days from and after the completion of said work and its acceptance by said City, when on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

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

Said Contractor further agrees that in the performance of the work in this contract specified, he will fully protect all work, labor, structures and improvements now completed or in process of completion, located and situated near or adjacent to the point where the work shall be performed under the terms of this contract, and in case any damage is done to any work, structures or improvements by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, prior to the final acceptance of the work by said City, said Contractor shall repair such damage at his own cost and expense.

Further, said Contractor hereby agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City of San Diego 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 and construction specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of 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, upon any of the work provided by this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided,

agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof", approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than two dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council of said City, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor and equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City of San Diego, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the said City (as determined by said Common Council) of the remaining unused portion of the material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the said City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the said City to annul the contract, nor shall the failure of said City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress, be construed as a waiver of the right of the said City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the City Engineer of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of him to be outside the requirements of the contract, or considers any record or ruling of the City Engineer as unfair, he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or 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 said contract price; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt,

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

C. W. Fox,
Walter P. Moore.
Members of the Common Council.

A. E. Rees

I hereby approve the form of the foregoing contract, this 19th day of July, 1916.

T. B. COSGROVE, City Attorney.

By M. R. Thorp,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA and A. E. REESE, being DOCUMENT NO. 100629.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 17th day of July, 1916, 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 WESTERN LUMBER COMPANY OF SAN DIEGO, 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 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

PARCEL 1. Commencing on the east line of Columbia Street produced south, distant 293.54 feet south from the south line of Market Street; thence south $56^{\circ} 54' 26''$ east, on a line parallel to and distant 60 feet southwesterly from the southwesterly line of ^{the} California Southern Railroad Company's right of way, a distance of 86.77 feet to a point; thence south $63^{\circ} 05' 34''$ west, 81.54 feet to an intersection of the east line of Columbia Street produced south; thence north $0^{\circ} 00' 34''$ east, along said east line of Columbia Street produced, a distance of 84.27 feet to the point or place of beginning.

Also, beginning on the east line of Columbia Street produced south, distant 411.45 feet south from the south line of Market Street; thence south $0^{\circ} 00' 34''$ west, along said east line of Columbia Street produced, 151.39 feet to a point; thence north $63^{\circ} 05' 34''$ east, 260.57 feet to a point; thence north $56^{\circ} 54' 26''$ west, on a line parallel to and distant 60 feet southwesterly from the southwesterly line of the California Southern Railroad Company's right of way, a distance of 155.88 feet to a point; thence south $63^{\circ} 05' 34''$ west, 114.09 feet to the point or place of beginning.

PARCEL 2. Also the following described portion of the tide lands belonging to the City of San Diego, to-wit:

Commencing at a point on the east line of Columbia Street produced south, distant 377.81 feet south from the south line of Market Street; thence south $0^{\circ} 00' 34''$ west along

the said east line of Columbia Street produced, 33.64 feet to a point; thence north 63° 05' 34" east, 114.09 feet to a point; thence north 56° 54' 26" west, 34.64 feet to a point; thence south 63° 05' 34" west, 81.54 feet to the point or place of beginning.

Also, commencing on the east line of Columbia Street produced south, distant 293.54 feet south from the south line of Market Street; thence south 56° 54' 26" east, 147.59 feet to the true point of beginning; thence from the true point of beginning south 56° 54' 26" east, 91.10 feet to a point; thence north 0° 00' 34" east, 49.77 feet to a point; thence south 89° 58' 34" west, 76.33 feet to the true point of beginning.

Also, commencing on the east line of Columbia Street produced south, distant 562.84 feet south from the south line of Market Street; thence north 63° 05' 34" east, 118.72 feet to the true point of beginning; thence from the true point of beginning north 63° 05' 34" east, 105.58 feet to a point; thence south 0° 00' 34" west, 47.74 feet to a point; thence south 89° 58' 34" west, 94.14 feet to the true point of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of nine years and one month from and after the 30th day of June, 1916, at a monthly rental of Twenty Dollars (\$20.00), payable monthly in advance in gold coin of the United States at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The right of the Common Council to change or increase said rent, at any time, is hereby expressly reserved to the City; and the said Lessee, in accepting this lease, acknowledges the right of said City to readjust and increase the rental at any time as herein provided.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 31st day of July, 1925, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

Neither the whole nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sub-let the leased premises or any part thereof without the consent of the Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by such annulment, change or modification.

It is further agreed and stipulated that whenever the Common Council shall by ordinance or resolution declare that the property described in Parcel 2 herein is needed for public streets and alleys, the same shall immediately upon the taking effect of such ordinance or resolution, be vacated by said Lessee, and said Lessee shall immediately thereupon surrender the same to the City of San Diego, California, and shall remove from said property any buildings, structures or personal property located thereon.

Failure on the part of the Lessee to observe all or any of the conditions and provisions herein imposed upon said Lessee shall be conclusively presumed to be an abandonment by the Lessee of any rights under the terms of this lease, and shall immediately terminate any rights which the Lessee may have hereunder, and shall constitute sufficient reason to be considered as sufficient cause for the authorities of said City entering upon the premises herein described, taking complete possession of the same and removing any or all structures or improvements erected by or at the direction or with the consent of the Lessee.

It is further stipulated and agreed that upon the expiration of the period provided for in this lease, or the sooner termination thereof, that the Lessee shall place the premises described in Parcel 2 herein in the condition they were at the time of the execution of this instrument, unless the waiver of this provision of the lease is made by the Common Council by resolution. A failure on the part of said Lessee to observe the foregoing provision and agreement shall make said Lessee liable in damages to said City in an amount the equivalent of the expense to which said City is put in placing the lands herein described in their original condition at the time of the execution of this instrument.

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 said premises shall be used as follows:

For the purpose of conducting and carrying on a general lumber business, with the right to construct, erect and maintain thereon such buildings, wharves and other structures as may be necessary in the conduct of such business. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of 30 days from and after the execution of this lease, construct and erect certain buildings and structures, and expend in the construction and erection of such buildings and structures a sum of money not less than \$14,000.00, and the failure of said Lessee to expend said sum of \$14,000.00 on or before the 17th day of August, 1916, shall be sufficient to warrant the cancellation of this lease by said Common Council. In the event that there are now buildings and structures upon the said land herein described, of the reasonable value of \$14,000.00, then and in that event the foregoing provision shall not be operative.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with earth or other material, all or any portion of said premises, and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the U. S. Government and the State of California, and the ordinances of the City of San Diego; and provided further that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City has heretofore determined, and as said right of way is set out and delineated on that certain map or plat on file in the office of the City Clerk of said City, marked Document No. 95759, and endorsed, "Plan No. 5, Showing Water Front on Tide Lands, Market to Beardsley St.", and shall be so located as to practically parallel the United States Bulkhead Line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said right of way so reserved for railroad purposes, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said right of way; provided that such person or corporation granted such franchise by the City shall bear

all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at its own cost and expense from any such right of way so reserved for railroad purposes any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(5) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, and the said Lessee has caused its corporate name to be subscribed and its corporate seal to be affixed hereto the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore.

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

WESTERN LUMBER COMPANY OF SAN DIEGO.

(SEAL) ATTEST:

By M. A. Graham, President.

Sydney Hammond Smith, Secy.

I hereby approve the form of the foregoing Lease, this 15th day of July, 1916.

T. B. COSGROVE, City Attorney

By M. R. Thorp,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of tide lands between CITY OF SAN DIEGO, CALIFORNIA and WESTERN LUMBER COMPANY, being Document No. 101350.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By ya Jacques Deputy.

KNOW ALL MEN BY THESE PRESENTS, that we, W. S. STALL, as Principal, and MARYLAND CASUALTY COMPANY, of 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 THREE HUNDRED DOLLARS (\$300.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of July, 1916.

The condition of the above and foregoing obligation is such that whereas, the said principal has entered into the annexed contract with the said City of San Diego to furnish to said City a rotary suction sweeper, reference being hereby made to said contract for a particular description of the work to be done.

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

IN WITNESS WHEREOF, the said Principal has subscribed his name and the said surety has caused its name and seal to be hereunto affixed by its duly authorized Attorneys-in-fact, at San Diego, California, the day and year first hereinabove written.

W. S. Stall,
Principal.

MARYLAND CASUALTY COMPANY,
Surety.

By V. Wankowski,
Its Attorney-in-fact.

By Stephen Connell,
Its Attorney-in-fact.

(SEAL)

I hereby approve the form of the within Bond, this 24th day of July, 1916.

T. B. Cosgrove,
City Attorney.

By M. R. Thorp,
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 24th day of July, 1916.

O. M. Schmidt,
C. W. Fox,
P. J. Benbough,
Walter P. Moore.
Herbert R. Fay
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

C O N T R A C T

THIS AGREEMENT, made and entered into this 17th day of July, 1916, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the City, and W. S. STALL, hereinafter referred to as the Contractor,

WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on

the part of the said City, to be kept and performed, and the sums of money hereinafter designated to be paid said Contractor by said City, the said Contractor hereby undertakes and covenants to and with the said City to furnish to said City a rotary suction sweeper, said sweeper to be delivered to said City within a period of one day from and after the date of the execution of this agreement.

It is expressly understood and agreed by and between the parties hereto that the Contractor shall have the right to use any and all parts of any old sweepers now located at the City yard as may be desired to be used by said Contractor in the construction of said rotary suction sweeper, and further that the said Contractor shall have the right to use all tools necessary for the work of such construction now situated at the City shops.

The said Contractor agrees to convey to said City, and by these presents does convey to said City, the right to construct as many sweepers of a similar character as the City may desire, without any payment other than that hereinafter set forth.

It is further understood and agreed that said Contractor shall at his own expense defend any and all suits or proceedings that may be instituted by any party against the City for the infringement or alleged infringement of any patent or patents relating to the sweeper furnished under this contract, provided such infringement or alleged infringement shall consist in the use of said sweeper or parts thereof in the regular course of the City's business, and in the construction of machines of a similar character as hereinabove provided. And provided further, that the City shall give to the Contractor immediate notice in writing of the institution of such suits or proceedings, and permit the Contractor, through his counsel, to defend the same, and give all needed information, assistance and authority to enable the Contractor so to do, and thereupon, in case of a final award or verdict of damage in said suit or proceeding, the Contractor will pay such award or verdict.

It is further understood and agreed by and between the parties hereto that the sum of three hundred dollars (\$300.00) shall be paid by said City to said Contractor for said sweeper herein described upon its acceptance by the City of San Diego.

And said City, in consideration of the faithful performance by said Contractor of each, every and all of the foregoing agreements and covenants on the part of the said Contractor herein contained, will pay to the said Contractor the said sum of three hundred dollars (\$300.00) in the manner and at the time hereinabove stated. Provided, however, that said rotary suction sweeper, before said delivery as herein specified, shall be tested and approved by the Manager of Operation of the City of San Diego.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of said City, in pursuance of a resolution duly adopted by said Council authorizing such execution on the part of said City, and the said Contractor has hereunto set his hand the day and year first above written.

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox

P. J. Benbough

Walter P. Moore.

Members of the Common Council

W. S. Stall,

Contractor.

(SEAL) Attest:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Contract, this 12th day of July, 1916.

T. B. GOSGROVE, City Attorney

By S. J. Higgins,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA and, W. S. STALL, for street sweeper
etc. being Document No. 101385.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Yd Jacques Deputy.

KNOW ALL MEN BY THESE PRESENTS, that we, ATLAS GAS ENGINE COMPANY, a corporation or-
ganized and existing under and by virtue of the laws of the State of California, as princi-
pal, 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 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 Nineteen Hundred Dollars (\$1900.00) lawful money of the United
States of America, to be paid to the said City of San Diego, for which payment, well and
truly to be made, the said principal hereby binds itself, its successors and assigns, and
the said surety hereby binds itself, its successors and assigns, jointly and severally,
firmly by these presents.

Signed by us, and dated this 19th day of July, A. D. 1916.

THE CONDITIONS of the above and foregoing obligation are such, that whereas, the said
principal on the 19th day of July, 1916, entered into the annexed contract with the said
City of San Diego, to furnish f. o. b. San Diego, California, one heavy duty, six cylinder
10 $\frac{1}{2}$ " x 13" Atlas Engine for City fire tug, as is more particularly set forth and described
in those certain specifications filed in the office of the City Clerk of said City on the
10th day of July, 1916, marked Document No. 101240, true copy of which is attached to said
contract and made a part thereof, as therein provided.

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

IN WITNESS WHEREOF, the said principal ATLAS GAS ENGINE COMPANY, a corporation, has
hereunto signed its name, and the said surety has caused this bond to be executed, and its
corporate seal to be hereunto attached, by its President and Secretary, thereunto duly auth-
orized, this 19th day of July, 1916.

ATLAS GAS ENGINE COMPANY (SEAL)
By A. Warenskjaeld, Pres.
By L. A. Moberry Secty. Principal.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND.
By S. E. Jackson Surety.
Attorney-in-fact
By Alfred W. Hillback
Agent. (SEAL)

I hereby approve the foregoing Bond, July 22nd, 1916.

T. B. Cosgrove,
City Attorney of the City of San Diego, California.
By M. R. Thorp, Deputy.

STATE OF CALIFORNIA)
County of Alameda) SS.

On this 19th day of July, A. D. 1916 before me, Herman T. Birr a Notary Public in and for the County of Alameda personally appeared S. E. Jackson, Attorney in Fact and Alfred W. Hillback Agent of the Fidelity and Deposit Company of Maryland, to me personally known to be the individuals and officers described in and who executed the within instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the within instrument is the corporate seal of said Company, and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the city of Oakland County of Alameda, the day and year first above written.

(SEAL)

Herman T. Birr,

Notary Public in and for the County of Alameda,
State of California.

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 17th day of July, 1916, by and 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 Common Council, hereinafter sometimes designated as the City, and ATLAS GAS ENGINE COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said City, and the sums of money hereinafter designated to be paid to said Contractor by said City in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish f. o. b. at San Diego, California, one heavy duty, six cylinder 10 $\frac{1}{2}$ x 13" Atlas Engine for City fire tug, as is more particularly set forth and described in those certain specifications filed in the office of the City Clerk of said City on the 10th day of July, 1916, marked Document No. 101240, and endorsed "Specifications for Heavy Duty Six Cylinder 10 $\frac{1}{2}$ x 13" Atlas Engine for City Fire Tug", copy of which specifications is attached hereto marked "Exhibit A", and made a part hereof and incorporated herein as fully as though written out and incorporated into this paragraph.

The said Contractor further agrees that it will be bound by each and every part of said specifications contained in said "Exhibit A" as the same may be interpreted, in case of dispute or question, by the Common Council of the City of San Diego,

The said Contractor warrants and guarantees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications, and at its own expense will replace, free of charge to said City, at its factory, any part found within one year to be deficient in workmanship or material,

The gas engine and equipment herein mentioned shall be delivered to a transportation company at Oakland, California, within 90 working days after the receipt of this contract at the office of the Atlas Gas Engine Company in Oakland, California. However, additional time shall be made for delays on account of difficulty in obtaining cars, materials, strikes, or other causes beyond the control of the party of the second part.

Said Contractor further agrees that during the work of installing said engine, and on

demand of the City made therefor, it will furnish at its own expense, a competent person to supervise such installation, and to thoroughly test out said engine on its trial trips, such test to be to the satisfaction of the Chief Engineer of the Fire Department of said City, before final acceptance thereof by the City.

And the said City, in consideration of the faithful performance by said Contractor of each, every and all of said agreements and covenants on the part of said Contractor herein contained, will pay to said Contractor seven thousand five hundred dollars (\$7500.00) for said gas engine and materials, in warrants drawn upon Item 35, of Section 12 of Ordinance No. 6600 of the Ordinances of the City of San Diego, entitled, "An Ordinance fixing and declaring the budget allowances of the City of San Diego and the various departments thereof for the fiscal year beginning January 1st, 1916," said payments to be made as follows: Seventy-five per cent (75%) of the said sum on acceptance after final trial of said engine, and the remaining twenty-five per cent (25%) thirty-five days after said acceptance.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City of San Diego have hereunto set their hands on behalf of said City, and the said Contractor has caused these presents to be executed and its corporate seal hereunto affixed by its proper officers thereunto duly authorized.

THE CITY OF SAN DIEGO.

By O. M. Schmidt

C. W. Fox,

P. J. Benbough,

Walter P. Moore.

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

ATLAS GAS ENGINE COMPANY (SEAL)

By A. Warenskjold Pres.

I hereby approve the form of the foregoing contract this 17 day of July, 1916.

T. B. COSGROVE, City Attorney

By M. R. Thorp,

Deputy City Attorney.

EXHIBIT A.
SPECIFICATIONS FOR HEAVY DUTY SIX CYLINDER
10 $\frac{1}{2}$ " x 13" ATLAS ENGINE FOR CITY FIRE TUG.

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|--------------|---|
| TYPE | 1. The engine is of the 6-cylinder, 4 cycle verticle marine type, 10 $\frac{1}{2}$ " bore, 13" stroke fitted to run on gasoline or distillate fuel; when using distillate for fuel, gasoline is used for priming through regular priming cocks provided for that purpose, about one quarter of a pint being necessary to start the engine. The engine is of the enclosed base type. |
| POWER | 2. The engine will develop full 200 horse power under ordinary working conditions and to develop 220 horse power on Prony brake, and to be thoroughly tested at our works before shipping. |
| CRANK SHAFT | 3. The crank shaft is made from best hammered steel in a single piece, without welds. Cranks are cut from the solid, finished all over and balanced. Diameter of crank shaft 4-3/4". |
| REVERSE GEAR | 4. The reverse gear is of the plain spur gear type, (no bevel gears). All gears and pinions are made from forged steel, accurately machined, cut and hardened. All pinions are bushed with plastic bronze. The gears and pinions are enclosed in an oil tight case, which is filled with lubricating compound, a cut and des- |

cription of same is to be found on page 14 of our catalog No. 12. The reverse brake is of the brake post type with brake shoes lined with maple. The go-ahead friction is of the multiple disc type, easy of adjustment and of liberal dimensions.

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|----------------------------------|--|
| PISTONS | 5. The pistons are made from best cast iron, free from flaws and fitted with four eccentric snap rings in each. |
| WRIST
PINS | 6. The wrist pins are made from machinery steel, carefully machined, fitted and case hardened. The diameter of the wrist pins is 2-3/8". |
| CONNECTING
RODS | 7. Connecting rods are made from solid steel forgings without welds and are rectangular cross section. At the upper end they are fitted with hard phosphor bronze wrist pin brasses, 2-3/8" bore, 5-1/4" long. At the lower end they are fitted with plastic bronze crank pin bearings, 4-3/4" bore, 5-1/2" long. The bearings are fastened to the rods with blue steel bolts, two nuts and cotter pin on each bolt. All bearings are made interchangeable, machined and drilled to jig. |
| BASE
CASTING | 8. The base casting is very massive and made in one piece, see page ten of our catalog. Base has separate crank pits for each crank, and carries the engine, reverse gear and thrust bearing. The base is provided with seven main bearings, accurately bored to fit interchangeable plastic bronze boxes and provided with large oil collars under each bearing. |
| MAIN
BEARINGS | 9. The main bearings are seven in number and have plastic bronze interchangeable boxes easily renewed and of the ring oiling type. |
| THRUST
BEARING | 10. The thrust bearing is a massive water jacketed cast iron bearing securely bolted to the base of the engine. This bearing is 5-1/2" diameter, 12" long and lined with best grade of genuine babbitt metal, the thrust being taken up by four thrust collars turned from the solid center gear extension. This bearing is water jacketed. |
| FRAME | 11. The frame is made in a one-piece casting, planned to fit the base and cylinders. This casting carries the cam shafts, each of which are bedded in seven bearings. Shafts are easily moved without disturbing any other mechanism. |
| VALVES
AND
VALVE
GUIDES | 12. The exhaust and inlet valves are mechanically operated, all the inlet valves are interchangeable and all exhaust valves are interchangeable. They are easy of access and can be removed for inspection or regrinding by merely removing the valve covers directly above them. All joints in valve caps and igniters are fitted with copper gaskets, wherever there is pressure or heat. |
| CAM
BEARINGS | 13. The gears driving the cam shafts are of spur gear type, 12" diameter, 2" face; rims are steel, forged, accurately machined and cut; the cams are made from machinery steel, carefully milled and case hardened. They are made interchangeable and fastened to the cam shaft with keys (not pins). The valve lifters are provided with large interchangeable anti-friction rollers. These rollers are made of machinery steel case-hardened. The cams, cam shafts and valve lifters are constantly running in a spray of oil and are enclosed in the engine frame by oil-tight doors. The cam gears are enclosed in gear casings fitted with lubricant. |
| IGNITION | 14. The engine will be equipped with two separate ignition systems; one to be a low tension, hammer spark system, consisting of high grade Elkhart magneto, driven by gears and connected to a hammer spark igniter on each cylinder, for this system will also be supplied one set of Edison Lelando primary batteries, together with necessary switches, spark coils, connecting wires, etc. The second |

system will consist of a high tension Splitdorf jump spark system, consisting of Splitdorf magneto and timer, with jump spark plug fitted to each cylinder and the necessary high tension cables and etc. for successfully connecting magnet and spark plug to engine.

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|-----------------------------|--|
| CARBURETOR | 15. The engine will be equipped with four (4) Schebler carburetors, of the float-feed type, the suction end of these carburetors to be connected with pipe leading to a hot air connection on the exhaust manifold. |
| SPEED GOVERNOR | 16. The engine is fitted with a substantial sensative governor which is of the fly-ball type. The governor is driven by spur gears directly from the cam gearing without belts or friction. It is enclosed in an oil tight shield and is fitted with speed control lever, whereby the speed of the engine may be instantly changed as desired, and is so arranged that connections from the speed control lever can be made to the bridge or pilot house as desired. |
| LUBRICATING SYSTEM | 17. The engine is provided with a force-feed lubricator connected with copper tubes to the different parts of the engine in addition to the splash feed system. A special oil leveling device is provided maintaining the oil level equal in all crank pits even if the engine is placed at considerable angle. |
| AIR STARTING DEVICE | 18. The engine is equipped with a comprehensive, thoroughly reliable air-starting device, with valves actuating on all six cylinders. The air pressure valves are driven by separate cams on one of the cam shafts and so set that when air is admitted the air inlet valve mechanism is engaged, the engines will run on compressed air in the same manner as a single acting steam engine, getting its pressure on the downward stroke of each piston at every other revolution. When the engine is started the air starting mechanism is all stopped by throwing one lever back, which simultaneously throws out the compression release. |
| EXHAUST MANIFOLD | 19. The exhaust manifolds are water jacketed cast iron and so arranged as to avoid any unnecessary heat in the engine room and are fitted to receive two separate exhaust outlets, one for each set of three cylinders. |
| FRICITION FOR DRIVING PUMP. | 20. The front part of the engine will be suitably arranged to receive friction for driving fire pump. The fly wheel will be made special, having a flange on the hub suitable to receive flexible coupling. There will also be furnished a positive release Atlas disc friction with quill and shaft, and two pillar bearings of suitable height to be fastened to sub-base under fire pump. The forward end of the friction shaft to be provided with coupling flange and one Clark Flexible Coupling Sprockets, suitable for driving the fire pump gearing. There also will be furnished proper lever and etc., for the operation of this friction. This type of friction is easy of adjustment and alignment and can start and stop the fire pump instantly, and when not in use will not drag or cause any unnecessary wear. |
| FINISHING OF ENGINE | 21. All brass parts and piping shall be free from blow holes, neatly finished and polished, all iron parts to receive three coats of best iron filler and sand papered ready for receiving the finishing coat of paint which will be applied after engine has been installed ready for use. |
| WHISTLE | 22. There will be supplied one Gamewell fire whistle with necessary connections for operation. |
| ACCESSORIES | 23. One air compressor attached to engine 6" bore, 6" stroke.
One pop safety valve. |

One pressure gauge.

Air receivers aggregating 300 gallons capacity.

One bronze propeller of suitable diameter and pitch.

One bronze stern bearing with babbit lining and necessary bronze lag studs.

One bronze stuffing box, adjustable type and bronze lag studs.

One propellor shaft, made to conform to Lloyds specifications, steel with bronze liners in bearings.

One bronze propeller nut.

One set of foundation bolts for engine.

One fly wheel, copper pan.

One set of engineers steel wrenches. (12 wrenches)

One set of engineers oilers-brass with tray.

One 30 gallon tank for lubrication oil.

Two brass deck plugs for filling tank.

One lead sleeve through dead wood.

Two 2" bronze sea cocks.

ACCESSIBILITY 24. The design of the engine is such that connecting rods and pistons can be readily removed through doors in crank cases without disturbing any other mechanism. For further particulars regarding the construction of our engine in general, will refer you to our catalog No. 12, pages 8 to 17, inclusive, which is made part of these specifications.

GUARANTEE 25. The above machinery to be first class in every respect and any part or parts which are found to be defective in either workmanship or material within one year from date of delivery will be replaced by us at our factory free of charge. It is the intention of these specifications to furnish a complete marine engine ready for service, built of the best material and to be thoroughly efficient and also to cover any minor details that may have been omitted by oversight.

The engine to be tested to the satisfaction of the Chief Engineer of the San Diego Fire Department.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA and ATLAS GAS ENGINE COMPANY for Engine for Fire Tug, being Document No. 101386.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 10th day of July, 1916, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, and S. B. AMES of the City of San Diego, State of California, party of the second part, WITNESSETH:

That said party of the first part does by these presents demise and lease unto the said party of the second part the following described property:

Lot 151 of Morena, in the City of San Diego, County of San Diego, State of California, according to Amended Map thereof No. 809 on file in the office of the County Recorder of said County.

For the term of one year from and after the date of these presents.

It is agreed by and between the parties hereto that this lease shall not be assigned nor transferred, nor shall said party of the second part have the right to sublet the said leased premises, or any part thereof, without the permission of the Common Council of the City of San Diego.

As consideration for this lease, the party of the second part hereby promises and agrees to pay to the said party of the first part, in advance, at the office of the Manager of Operation of said City, the sum of Twenty Dollars (\$20.00) in gold coin of the United States of America.

As further consideration for this lease, the party of the second part hereby agrees to clear said land of brush and rock within a reasonable time after entry under this lease.

It is further understood and agreed by and between the parties hereto that in case said party of the second part fails to clear said land in the manner agreed herein, or if said party of the second part shall fail to pay the rental as herein provided, the said party of the first part may, at any time within thirty days after notice by said City of any such violation of the covenants of this lease, declare this lease to be null and void, and after payment by the party of the first part to the party of the second part of a proportionate refund of any rental paid in advance, all right and interest of the party of the second part to the said property shall revert to the said party of the first part, who may enter and take possession thereof, using such force as may be necessary to so take possession.

Said party of the second part agrees to quit and surrender the said premises in as good state as reasonable use thereof will permit, at the end of the term of this lease, and the said party of the first part hereby covenants, promises and agrees with the said party of the second part, that upon payment of the said rent and performance of the covenants aforesaid, by the said party of the second part, the said party of the second part shall and may peaceably and quietly have, hold and enjoy said premises for the term aforesaid.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by a majority of the members of the Common Council of said City, and the said party of the second part has hereunto set her hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt,

C. W. Fox,

Walter P. Moore.

Members of the Common Council

Mrs. S. B. Ames,

Lessee

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 8th day of July, 1916.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and S. B. AMES for Lot 151, Morena, being Document No. 101258.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

APPLICATION AND PERMIT FOR ATTACHMENTS.

April 15, 1916.

To the City of San Diego,
F. M. Lockwood, Manager of Operation,
San Diego, California.

The undersigned, The Pacific Telephone and Telegraph Company, hereinafter referred to as the Licensee, hereby requests permission of the City of San Diego, hereinafter referred to as the Licensor, to make as of April 15, 1916, attachments to the poles and fixtures of the Licensor, as detailed below, in the County of San Diego, State of California, under such terms and conditions as may be provided by said Licensor, which the Licensee hereby promises to keep and perform, and for which attachments the Licensee agrees to pay to the Licensor the annual rental stated below.

Type	Number	Rate per annum	Rental per annum
Pins	862	10% per Circuit	\$43.10
46 Contacts on 23 poles			
596	" " 149 "		431 Metallic
108	" " 18 "		Circuit
112	" " 14 "		Contacts

Checked: THE PACIFIC TELEPHONE & TELEGRAPH CO.
Oliver Sweningren Licensee
Gen. Division Plant Engineer By H. Henderson
Division Superintendent of Plant.

Permission to make the above attachments granted this 19th day of July, 1916, upon the terms and conditions as outlined and stipulated in Resolution No. 21688, adopted by the Common Council on July 19th 1916, which said conditions and terms are accepted and adopted by said Licensee by the acceptance hereof.

Attachments checked	THE CITY OF SAN DIEGO, Licensor.
Ed Wiedler,	O. M. Schmidt,
General Foreman	C. W. Fox
	P. J. Benbough
	Walter P. Moore

I hereby approve the foregoing form of License, this 18th day of July, 1916.
T. B. COSGROVE,
City Attorney.
By S. J. Higgins,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and PACIFIC TELEPHONE & TELEGRAPH COMPANY, For Connection with Pole Line in Otay Valley, being Document No. 101449.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Y. A. Jacques Deputy.

L E A S E.

THIS AGREEMENT, made and entered into this 25th day of July, 1916, by and between Mollie A. RUTHERFORD and Aaron W. RUTHERFORD, her husband, hereinafter termed the parties of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter termed the City, WITNESSETH:

That the said parties of the first part do by these premises demise and lease unto the said City the following described property, to-wit:

All those certain parcels or lots of land, situate and being in the City of San Diego, County of San Diego, State of California, more particularly described as follows: Lots seven (7) and eight (8), of block one hundred sixty-eight (168), of University Heights, in the City of San Diego, County of San Diego, State of California, according to the Amended Map thereof made by G. A. d'Hemecourt, and recorded in Book 8, page 36, et seq., of Lis Pendens, in the office of the Recorder of said San Diego County;

For the term of two (2) years from and after the date hereinabove written, at the yearly rent or sum of Thirty Six and 75/100 (\$36.75), payable as follows: The rent for the first year of said term shall be payable upon the execution of this agreement, and the rent for the second year of said term shall be payable one year from and after the execution of this agreement.

It is hereby agreed that if the rent shall not be paid as herein specified, or if default be made in any of the covenants herein contained, then it shall be lawful for the said parties of the first part to re-enter the said premises and to remove all persons therefrom.

The said City hereby promises and agrees to pay said rent and that at the expiration of said term said City will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damage by the elements excepted). And the said parties of the first part hereby covenant and agree that the said City, paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid.

And it is further expressly understood and agreed by the parties hereto that at any time before the expiration of said lease, or upon the completion of said term as herein specified, the said City shall have the right, and it is hereby given the right, to purchase said premises herein described from the said first parties by paying therefor the sum of Five Hundred Twenty-five (\$525.00); and it is expressly understood and agreed that said option herein set forth is to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands, and a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, in pursuance of an ordinance duly authorizing such execution, the day and year in this agreement first hereinabove written.

Mollie A. Rutherford

Aaron W. Rutherford

Lessors.

THE CITY OF SAN DIEGO,

By O. M. Schmidt

C. W. Fox,

P. J. Benbough

Walter P. Moore,

Herbert R. Fay.

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

I hereby approve the form of the foregoing Lease, this 16th day of August, 1916.

T. B. COSGROVE, City Attorney.

By L. D. Jennings,
Deputy City Attorney.

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

On this 25th day of July, in the year one thousand nine hundred and sixteen, before me, Gertrude P. Peters, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mollie A. RUTHERFORD and Aaron W. RUTHERFORD, her husband, personally known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they 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.

Gertrude P. Peters,

Notary Public in and for the County of Los Angeles,

(SEAL) State of California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and M. A. & A. W. RUTHERFORD, being Document No. 102028.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E.

THIS AGREEMENT, made and entered into this 14th day of August, 1916, by and between W. J. CALLAWAY and ADA J. CALLAWAY, husband and wife, hereinafter termed the parties of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter termed the City, WITNESSETH:

That the said parties of the first part do by these premises demise and lease unto the said City the following described property, to-wit:

All those certain parcels or lots of land situate and being in the City of San Diego, County of San Diego, State of California, more particularly described as follows: Lots nine and ten of block one hundred sixty-eight, of University Heights, in the City of San Diego, County of San Diego, State of California, according to the Amended Map thereof made by G. A. d'Hemecourt, and recorded in Book 8, page 36, et seq., of Lis Pendens, in the office of the Recorder of said San Diego County;

For the term of two (2) years from and after the date hereinabove written, at the yearly rent or sum of Fifty-four and 60/100 dollars (\$54.60), payable as follows: The rent for the first year of said term shall be payable upon the execution of this agreement, and the rent for the second year of said term shall be payable one year from and after the execution of this agreement.

It is hereby agreed that if the rent shall not be paid as herein specified, or if default be made in any of the covenants herein contained, then it shall be lawful for the said parties of the first part to re-enter the said premises, and to remove all persons therefrom.

The said City hereby promises and agrees to pay said rent, and that at the expiration

of said term said City will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damage by the elements excepted). And the said parties of the first part hereby covenant and agree that the said City, paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid.

And it is further expressly understood and agreed by the parties hereto that at any time before the expiration of said lease, or upon the completion of said term as herein specified, the said City shall have the right, and it is hereby given the right, to purchase said premises herein described from the said first parties by paying therefor the sum of Eight hundred twenty dollars (\$820.00); and it is expressly understood and agreed that said option herein set forth is to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands, and a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, in pursuance of an ordinance duly authorizing such execution, the day and year in this agreement first hereinabove written.

W. J. Callaway

Ada J. Callaway,

Lessors.

THE CITY OF SAN DIEGO.

By O. M. Schmidt

C. W. Fox.

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

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

On this 17th day of August, in the year one thousand nine hundred sixteen, before me, W. E. BARTLETT, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. J. CALLOWAY and ADA J. CALLOWAY, husband and wife, personally known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they 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)

W. E. Bartlett

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

I hereby approve the form of the foregoing Lease, this 18th day of August, 1916.

T. B. COSGROVE, City Attorney.

By L. D. Jennings,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and W. J. & A. J. CALLAWAY, being Document No. 102029.

Allen H. Wright,

City Clerk of the City of San Diego, California.

B y Y. A. Jacques Deputy.

L E A S E.

THIS AGREEMENT, made and entered into this 14th day of August, 1916, by and between FRANK W. HIGGINS and Mable HIGGINS, his wife, hereinafter termed the parties of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter termed the City, WITNESSETH:

That the said parties of the first part do by these premises demise and lease unto the said City the following described property, to-wit:

All those certain parcels or lots of land situate and being in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

Lots thirteen (13) and fourteen (14), of block one hundred sixty-eight (168), of University Heights, in the City of San Diego, County of San Diego, State of California, according to the Amended Map thereof made by G. A. d'Hemecourt, and recorded in Book 8, page 35, et seq., of Lis Pendens, in the office of the Recorder of said San Diego County;

For the term of two (2) years from and after the date hereinabove written, at the yearly rent or sum of Forty two dollars (\$42.00), payable as follows:

The rent for the first year of said term shall be payable upon the execution of this agreement, and the rent for the second year of said term shall be payable one year from and after the execution of this agreement.

It is hereby specified that if the rent shall not be paid as herein specified, or if default be made in any of the covenants herein contained, then it shall be lawful for the said parties of the first part to re-enter the said premises and to remove all persons therefrom.

The said City hereby promises and agrees to pay said rent, and that at the expiration of said term said City will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damage by the elements excepted). And the said parties of the first part hereby covenant and agree that the said City, paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid.

And it is further expressly understood and agreed by the parties hereto that at any time before the expiration of said lease, or upon the completion of said term as herein specified, the said City shall have the right, and it is hereby given the right, to purchase said premises herein described from the said first parties by paying therefor the sum of Six hundred dollars (\$600.00); and it is expressly understood and agreed that said option herein set forth is to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands, and a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, in pursuance of an ordinance duly authorizing such execution, the day and year in this agreement first hereinabove written.

Frank W. Higgins

Mable Higgins,

Lessors.

THE CITY OF SAN DIEGO.

By O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore

Herbert R. Fay.
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

T. B. COSGROVE, City Attorney.

By L. D. Jennings,

Deputy City Attorney.

On this 25 day of July, in the year one thousand nine hundred and sixteen, before me, Harry Gilmore, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared FRANK W. HIGGINS and Mable HIGGINS, his wife, personally known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they 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.

Harry Gilmore

NOTARY PUBLIC for the State of Montana.

Residing at Hysham, Montana.

(SEAL)

My commission expires March 24th, 1918.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEase between CITY OF SAN DIEGO, CALIFORNIA and F. W. AND M HIGGINS, being Document No. 102031.

Allen H. Wright.

City Clerk of the City of San Diego, California.

By Y A Jacques Deputy.

L E A S E.

THIS AGREEMENT, made and entered into this 14th day of August, 1916, by and between ROBERT G. HOELSCHER and PAULINE HOELSCHER, his wife, hereinafter termed the parties of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter termed the City, WITNESSETH:

That the said parties of the first part do by these premises demise and lease unto the said City the following described property, to-wit:

All those certain parcels or lots of land situate and being in the City of San Diego, County of San Diego, State of California, more particularly described as follows: Lots eleven (11) and twelve (12), of block one hundred sixty-eight (168), of University Heights, in the City of San Diego, County of San Diego, State of California, according to the Amended Map thereof made by G. A. d'Hemecourt, and recorded in Book 8, page 36, et seq., of Lis Pendens, in the office of the Recorder of said San Diego County;

For the term of two (2) years from and after the date hereinabove written, at the yearly rent or sum of Forty-nine dollars (\$49.00), payable as follows: The rent for the first year of said term shall be payable upon the execution of this agreement, and the rent for the second year of said term shall be payable one year from and after the execution of this agreement.

It is hereby agreed that if the rent shall not be paid as herein specified, or if default be made in any of the covenants herein contained, then it shall be lawful for the said parties of the first part to re-enter the said premises and to remove all persons therefrom.

The said City hereby promises and agrees to pay said rent, and that at the expiration

of said term, said City will quit and surrender the said premises inas good state and condition as reasonable use and wear thereof will permit (damage by the elements excepted). And the said parties of the first part hereby covenant and agree that the said City, paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid.

And it is further expressly understood and agreed by the parties hereto that at any time before the expiration of said lease, or upon the completion of said term as herein specified, the said City shall have the right, and it is hereby given the right to purchase said premises herein described from the said first parties by paying therefor the sum of Seven hundred dollars (\$700.00); and it is expressly understood and agreed that said option herein set forth is to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands, and a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, in pursuance of an ordinance duly authorizing such execution, the day and year in this agreement first hereinabove written.

Robert G. Hoelscher

Pauline Hoelscher

Lessors.

THE CITY OF SAN DIEGO.

By O. M. Schmidt

C. W. Fox,

P. J. Benbough

Walter P. Moore,

Herbert R. Fay

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 16th day of August, 1916.

T. B. COSGROVE, City Attorney.

By L. D. Jennings,

Deputy City Attorney.

STATE OF California)
County of San Diego) ss.

On this 21st day of July, in the year one thousand nine hundred and sixteen, before me, Claude M. Shell a Notary Public inand for said County, residing therein, duly commissioned and sworn, personally appeared ROBERT G. HOELSCHER and PAULINE HOELSCHER, his wife, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

Claude M. Shell,

Notary Public in and for the County of San Diego,

State of California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and R. G. & P. HOELSCHER, being Document No. 102032.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By ya Jacques Deputy.

L E A S E.

THIS AGREEMENT, made and entered into this 14th day of August, 1916, by and between JESSIE L. SCHYDE AND CHARLES F. SCHYDE, her husband, hereinafter termed the parties of the first part and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter termed the City, WITNESSETH:

That the said parties of the first part do by these premises demise and lease unto the said City the following described property, to-wit:

All those certain parcels or lots of land, situate and being in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

Lots one (1), two (2), three (3) and four (4), of block one hundred sixty-eight (168), of University Heights, in the City of San Diego, County of San Diego, State of California, according to the Amended Map thereof made by G. A. d'Hemecourt, and recorded in Book 8, page 36 et seq., of Lis Pendens, in the office of the Recorder of said San Diego County;

For the term of two (2) years from and after the date hereinabove written, at the yearly rent or sum of One hundred five dollars (\$105.00), payable as follows: The rent for the first year of said term shall be payable upon the execution of this agreement, and the rent for the second year of said term shall be payable one year from and after the execution of this agreement.

It is hereby agreed that if the rent shall not be paid as herein specified, or if default be made in any of the covenants herein contained, then it shall be lawful for the said parties of the first part to re-enter the said premises and to remove all persons therefrom

The said City hereby promises and agrees to pay said rent, and that at the expiration of said term, said City will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damage by the elements excepted). And the said parties of the first part hereby covenant and agree that the said City, paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid.

And it is further expressly understood and agreed by the parties hereto that at any time before the expiration of said lease, or upon the completion of said term as herein specified, the said City shall have the right, and it is hereby given the right to purchase said premises herein described from the said first parties by paying therefor the sum of One thousand five hundred dollars (\$1500.00); and it is expressly understood and agreed that said option herein set forth is to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands, and a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, in pursuance of an ordinance duly authorizing such execution, the day and year in this agreement first hereinabove written.

Jessie L. Schyde
Charles F. Schyde,
Lessors.

THE CITY OF SAN DIEGO.

By O. M. Schmidt

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

C. W. Fox,
P. J. Benbough,
Walter P. Moore,
Herbert R. Fay,
Members of the Common Council.

I hereby approve the form of the foregoing Lease, this 16th day of August, 1916.

T. B. COSGROVE, City Attorney.

By L. D. Jennings,
Deputy City Attorney.

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

On this 21st day of July, in the year one thousand nine hundred and sixteen, before me, Claude M. Shell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared JESSIE L. SCHYDE and CHARLES F. SCHYDE, personally known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they 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.

Claude M. Shell,

Notary Public in and for the County of San Diego,

(SEAL)

State of California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and J. L. & C. F. SCHYDE, of Lots 1-2-3-4, block 168, University Heights, being Document No. 102027.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E.

THIS AGREEMENT, made and entered into this 14th day of August, 1916, by and between NANCY E. BOHRER (a single woman), hereinafter termed the party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter termed the City, WITNESSETH:

That the said party of the first part does by these premises demise and lease unto the said City the following described property, to-wit:

All those certain parcels or lots of land, situate and being in the City of San Diego, County of San Diego, State of California, more particularly described as follows: Lots five (5) and six (6), of block one hundred sixty-eight (168), of University Heights, in the City of San Diego, County of San Diego, State of California, according to the Amended Map thereof made by G. A. d'Hemecourt, and recorded in Book 8, page 36, et seq., of Lis Pendens, in the office of the Recorder of said San Diego County;

For the term of two (2) years from and after the date hereinabove written, at the yearly rent or sum of Forty-five and 50/100 dollars (\$45.50), payable as follows: The rent for the first year of said term shall be payable upon the execution of this agreement, and the rent for the second year of said term shall be payable one year from and after the execution of this agreement.

It is hereby agreed that if the rent shall not be paid as herein specified, or if de-

fault be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises and to remove all persons therefrom.

The said City hereby promises and agrees to pay said rent, and that at the expiration of said term said City will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damage by the elements excepted). And the said party of the first part hereby covenants and agrees that the said City, paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid.

And it is further expressly understood and agreed by the parties hereto that at any time before the expiration of said lease, or upon the completion of said term as herein specified, the said City shall have the right, and it is hereby given the right, to purchase said premises herein described from the said first party by paying therefor the sum of Six hundred fifty dollars (\$650.00); and it is expressly understood and agreed that said option herein set forth is to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand, and a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, in pursuance of an ordinance duly authorizing such execution, the day and year in this agreement first hereinabove written.

Nancy E. Bohrer,

Lessor.

THE CITY OF SAN DIEGO.

By O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore

Herbert R. Fay,

Members of the Common Council.

(SEAL) ATTEST;

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 16th day of August, 1916.

T. B. COSGROVE, City Attorney.

By L. D. Jennings, DEPUTY.

STATE OF California)
) ss.
County of San Diego)

On this 21st day of July, in the year one thousand nine hundred and sixteen, before me, Claude M. Shell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nancy E. Bohrer (a single woman), known to me to be the person whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same.

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

Claude M. Shell,

(SEAL)

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between NANCEY E. BOHRER and CITY OF SAN DIEGO, CALIFORNIA, for Lots 5 & 6, block 168, University Heights, being Document No. 102030.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By *Y. H. Jacques* Deputy.

L E A S E.

LESSOR The City of San Diego, California.

CONTRACTING OFFICER 2nd Lt. Benj. N. Booth, A. QUARTERMASTER AT Fort Rosecrans, Cal.

PREMISES Space of One Hundred feet at North side of Dock known as Municipal Pier.

TO BE OCCUPIED BY Str. "Lieut. Geo. M. Harris" AS docking, wharfage and berth space.

RENTAL PER MONTH \$55.00 APPROPRIATION S.S.&T., Q.M.C.

DATE OF LEASE July 1, 1916 DATE EFFECTIVE July 1, 1916. DATE EXPIRES June 30, 1917.

THE AUTHORITY FOR THIS LEASE IS G.O.34, W.D., 1915 as amended by G.O.13, W.D., 1916

THESE ARTICLES OF AGREEMENT, Entered into this first day of July, 1916, between 2nd Lieut. Benj. N. Booth, C. A. C., Acting Quartermaster, U. S. Army, for and in behalf of the United States of America (hereinafter designated as lessee), of the first part, and The City of San Diego (a corporation existing under the laws of the State of California), of _____ in the County of San Diego, and State of California (hereinafter designated as lessor), of the second part, WITNESS:

That the said parties do hereby mutually covenant and agree to and with each other as follows:

1. That the said lessor shall, and by these presents does hereby lease, demise, and let to the lessee the following described premises, to have and to hold the same with their appurtenances, unto the lessee, for the term beginning with July 1, 1916, and ending with June 30, 1917, at the rate per month and under the conditions named below, viz:

A space of about 100 feet at the North side of the Dock known as the Municipal Pier, and situated at the foot of Broadway, of the City of San Diego, Cal., to be used for docking, wharfage and berth space of the Steamer "Lieut. Geo. M. Harris" and other vessels of the same class, and scows owned and operated by the United States.

That an office and storeroom, fifteen feet by fifteen feet, situated in the Northeast corner of the warehouse on the Municipal Pier, shall be set aside for the exclusive use of the United States.

That the portion of the Municipal Pier assigned to the purpose herein described shall be held and set aside for the exclusive use and privileges of the United States but the right is reserved by the party of the second part to use said premises other than the office and the storeroom, when not in use by vessels of the United States.

It is further agreed that the United States may dock any transport at such part of the Municipal Pier as may be available, not to exceed four times per year and ~~not~~ to exceed forty eight hours at any one time, without additional charge.

That the depth of the water at the dock at mean low water is thirtyfive (35) feet and at mean high water forty (40) feet.

That the dimentions of said Municipal Pier are eight hundred feet by one hundred thirty feet (800' x 130'); and that the said Pier and its property joins Broadway and is a continuation of it.

That no water or electric current is included in the terms of this lease.

That the warehouse situated on the wharf is available for the use of the United States during the time when a United States Transport may be docked.

Dimentions of warehouse seven hundred thirtyfour and three eights feet by seventy feet

(734.375' x 70').

The right of the Common Council to change or increase the rental provided herein at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the city, provided, however, that said city shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon on or against said party of the first; and the said party of the

That for and in consideration of the above covenants and agreements the United States will pay to the said City of San Diego, or its agent the sum of Fifty-five Dollars (\$55.00) each month; and should the premises be relinquished before the close of a monthly period, the rental for the last period shall be only the pro rata part of the monthly rental, depending on the time of occupancy. Payment shall be made at the end of each calendar month or as soon thereafter as practicable, at the Office of the Quartermaster at Fort Rosecrans, Cal., in the funds furnished for the purpose by the United States.

any disturbance, by suit or otherwise, will defend the same free of charge to the Government in or before the proper State or United States courts.

3. That the said lessor shall keep the premises in good repair to the satisfaction of the Government officer in charge, but all buildings and other improvements fixed to or erected or placed in or upon the said premises by the lessee shall be and remain the exclusive property of the lessee, provided, however, that the same, unless sold or otherwise disposed of, shall be removed by the lessee within five days after the said premises are vacated under this lease.

4. That for and in consideration of the faithful performance of the stipulations of this agreement, the lessee shall pay to the said lessor or agent the sum or sums stated in Article 1 hereof. Payment shall be made at the end of each calendar month, or as soon thereafter as is practicable, at the office of the contracting officer or by a disbursing officer designated, in the funds furnished for the purpose by the Government. Should the premises be relinquished before the close of the monthly period, the rental for the past period shall be only the pro rata part of the monthly rental, depending upon the time of occupancy.

5. That it is expressly agreed and understood that this lease shall be noneffective until an appropriation adequate to its fulfillment is granted by Congress and is available, except in so far as is necessary to provide for the necessities of the service as authorized by section 3732 of the Revised Statutes of the United States. However, in order to provide for the necessities of the service as authorized by said section, it is agreed that the premises specified herein, so far as authorized by said section, shall be occupied by the lessee as contemplated by this lease, and that payment of the rental shall be made as soon as is practicable after funds are appropriated and are available.

6. That no Member of or Delegate to Congress, or Resident Commissioner, nor any person belonging to or employed in the military service of the United States, is, or shall be admitted to any share or part of this contract, or to any benefit which may arise herefrom, but, under the provisions of section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109), this stipulation, so far as it relates to Members of or Delegates to Congress, or Resident Commissioners, shall not extend, or be construed to extend, to any contract made with an incorporated company for its general benefit.

7. That the lessor hereby stipulates that no part of the money received as rental will be given to the occupant of the above-described premises, or to the person for whose benefit or use they were hired, or to anyone for him, nor will any rebate be given on said rental for the benefit of any such person.

8. That the lessee reserves the right to quit, relinquish and give up the said premises at any time within the period for which this lease is made or may be renewed, by giving to the said lessor or agent five days' notice in writing.

9. That, at the option of the lessee, this lease, with all its covenants and agreements, may be renewed yearly as often as the needs of the public service may require, so as

to give the lessee continuous possession of the premises, not extending, however, beyond June 30, 1918, but no renewal shall be made to include more than one fiscal year.

IN WITNESS WHEREOF the parties aforesaid have hereunto placed their hands the date first hereinbefore written. The officer of the United States whose name is signed below certifies that the rate stated in this lease is not in excess of the commercial rental value of the premises named and that said rate is the amount to be actually paid to the lessor for Boat's own use, and that there are no public docks available for use as specified in this lease, and that the rate stipulated in this lease is a fair rental value of reasonably good premises suitable for the purposes stated herein in the locality where situated.

Witnesses:

John M. Devers as to Benj. N. Booth
2nd Lieut. CAC. Act. Q.M.

- 1. O. M. Schmidt)
2. C. W. Fox) Members of Common Council
3. Walter P. Moore) City of San Diego, Cal.
4. Herbert R. Fay) Attest: Allen H. Wright,
5.) (SEAL) City Clerk.

The following certificate by the contracting officer will be made where the lessor is a corporation, in cases where the filing of evidence referred to may properly be waived:

I hereby certify that I have satisfied myself of the authority of the person signing the lessor's name to this lease to bind the lessor, and I have waived the filing of evidence of such authority, as permitted so to do by the Army Regulations.

Benj. N. Booth
2nd Lt., C.A.C.A. Quartermaster
Corps, U. S. Army.

INSTRUCTIONS.

- 1. When the lessor is not a corporation strike out the printed words "(a corporation existing under the laws of the State of _____)."
- 2. When the stipulated rental includes heating, lighting, or any item not indicated by the form as printed, such item or items will be distinctly mentioned in Article 1.
- 3. The length of time for notice of relinquishment to be inserted in Article 10 should be as short as practicable five days in minor cases and should rarely, if ever, exceed thirty days in any instance.
- 4. The limit for option of renewal to be inserted in Article 11 should express the longest time to which the lessor will agree for the purpose.
- 5. The name of the principal intended to be bound as party of the second part, whether an individual, a partnership, or a corporation, should be inserted in and signed to the contract in exactly the same form. An officer of a corporation, a partner or an agent signing for the principal should add his name and title after the work "By," under the name of the principal.
- 6. When interlineations, deletions or other changes or alterations are made, specific notation of the same should be entered in the blank space preceding the executing clause, before signing.

7. The lease should be executed in triplicate, and at least two copies made---one for the Returns Office and one for the files of the contracting officer. The agreement should, preferably, be drawn on the typewriter and all numbers and copies made at one writing.

I certify that the changes in line 9, page 1 and lines 41 and 42 page 2 were made before signing.

Benj. N. Booth,

2nd Lieut., Coast Artillery Corps.

I certify that this lease was entered into with the City of San Diego for the reason that the terms are the same as those offered by the Atchison, Topeka & Santa Fe Railroad Company, the only competitor, while the conditions are much more favorable.

Benj. N. Booth,

2nd Lieut., Coast Artillery Corps.

I hereby approve the form of the foregoing Lease this 5th day of September, 1916.

T. B. COSGROVE, City Attorney.

By L. A. Jennings, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE with U. S. GOVERNMENT FOR DOCKAGE SPACE ON MUNICIPAL PIER FOR THE BOAT, Lt. GEORGE M. HARRIS, being Document No. 102462.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, THE MYSELL-ROLLINS BANK NOTE COMPANY, a corporation organized and existing under the laws of the State of California, as principal, and F. H. HOHENSCHILD, of 1841 Vine Street, Berkeley, Cal., and L. A. IRELAND, of 488- 8th Ave., San Francisco, as sureties, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of fifty dollars (\$50.00), lawful money of the United States of America, to be paid to the City of San Diego, for which payment well and truly to be made, the said principal hereby binds itself, its successors and assigns, and the said sureties hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of September, 1916.

The conditions of the above and foregoing obligation are such that, whereas, the said principal has entered into a contract with said The City of San Diego, to lithograph and furnish to said City one hundred and twenty (120) bonds, together with the coupons to be attached to each of said bonds, for the semi-annual payments of interest from the date of to the maturity of such bonds, in the form prescribed by Ordinance No. 6567 of the ordinances of said City, entitled, "An Ordinance providing for the issuance of certain city bonds," approved April 10th, 1916, and in the manner specified in said contract.

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

IN WITNESS WHEREOF, the said principal has caused this bond to be executed, and its corporate seal to be hereunto attached, and said sureties have caused this bond to be executed and its corporate seal to be hereunto attached, by their proper officers hereunto duly authorized.

THE MYSELL-ROLLINS BANK NOTE CO.

By M. G. Chapin, Secretary

ATTEST:

(SEAL)

S. H. Kessler

F. H. Hohenschild

L. A. Ireland

STATE OF CALIFORNIA,)
CITY AND COUNTY OF SAN FRANCISCO)ss.

On this 15th day of September in the year One Thousand Nine Hundred and Sixteen, before me, J. D. Brown a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared F. H. Hohenschild and L. A. Ireland known to me to be the persons described in, whose names are subscribed to and who executed the annexed instrument and they acknowledged to me that they executed the same.

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

J. D. Brown,

(SEAL)

NOTARY PUBLIC

Room 206 HUMBOLDT BANK BUILDING

In and for the City and County of San Francisco,

Phone Douglas 2324

State of California.

My Commission Expires April 4, 1918.

I hereby approve the form of the within Bond, this 18th day of September, 1916.

T. B. Cosgrove, City Attorney

By S. J. Higgins, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 18th day of September, 1916.

O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore

Herbert R. Fay

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

C O N T R A C T

THIS AGREEMENT, made and entered into this 6th day of September, A. D. 1916, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its Common Council, hereinafter called the City, and THE MYSELL-ROLLINS BANK NOTE CO., a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid said Contractor by said City, as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all material, and to do all of the following work, to-wit:

Said Contractor hereby agrees to lithograph and furnish bonds and coupons, in the form prescribed by Ordinance No. 6567 of the Ordinances of The City of San Diego, entitled, "An Ordinance providing for the issuance of certain city bonds", approved April 10th, 1916, together with the endorsement on the back, and such other matter as herein stipulated and provided for; and to lithograph and furnish, for the use of The City of San Diego one hundred and twenty(120) bonds, eighty (80) of the denomination of one thousand dollars (\$1000.00) and forty (40) of the denomination of five hundred dollars (\$500.00), together with interest coupons to be attached to each of said bonds for the semi-annual payments of interest, from the date of to the maturity of such bonds, in the manner and form as provided in said Ordinance No. 6567, and as in this contract further provided. A true copy of said Ordinance No. 6567 so far as it relates to the form and substance of said bonds, is attached hereto, marked "Exhibit A", and is hereby incorporated into this contract as fully as if written herein.

It is hereby agreed by and between the parties hereto that the Purchasing Department of

The City of San Diego is to furnish said Contractor with a lithograph stone upon which is engraved the vignette for said bonds; said stone to be in good condition when furnished said Contractor, and to be returned in as good condition as when received.

In addition to the requirements of said ordinance, there shall be an endorsement on the back of each bond, in which shall appear its denomination, date and maturity.

As a further endorsement on the back of each bond, there shall be printed on the outside of said bond, placed so as to constitute a part of the two folds, or a portion of one-half of the back of said bond, the following:

"This bond is registered pursuant to the statute in such cases made and provided in the name of

_____ and the interest and principal thereof are hereafter payable to such owner.

San Diego, California, _____, 19____, _____

City Treasurer."

The above register endorsement to be so spaced and printed so that four of said endorsements shall appear upon said bond, placed as above specified.

The interest coupons shall be so printed that one coupon of every bond shall mature on the first day of July, and one on the first day of January of each year, and said coupons shall be numbered with the coupons first maturing, and shall be printed lengthwise on the page, and so placed that the coupon at the lower left-hand corner shall be numbered "1", and that immediately to the right numbered "2", and so on to the lower right corner, when the next numbered coupon will be found at the lower left-hand corner, thence to the right as just provided, on to the top of the page. The coupons shall state the amount of interest to be paid.

Said bonds, coupons and endorsements shall be fully lithographed on paper known as "Crane's Bond No. 29."

It is hereby further understood and agreed that the amount of the principal of each bond shall appear upon the face thereof in large figures and of a different color than the general color of the bond.

Before printing the bonds, and as soon as the lithographing is completed, samples of said bonds printed therefrom shall be submitted to the City Attorney of said City for approval as to whether or not the text is a true copy, and whether or not the workmanship is such as is contracted for herein, and such copy, with all corrections, shall be mailed to said Contractor by said City Attorney within five days from the time of said City Attorney's receipt.

It is expressly understood and agreed between the parties hereto that said work shall be completed and the said lithographing and printing be done, and the said bonds properly delivered to The City of San Diego on or before the 15th day of October, 1916.

And said Contractor hereby undertakes and agrees to do all of said work, and the lithographing and printing in a good, skillful and workmanlike manner, and to furnish all material for each and every of the things hereinabove undertaken to be done, all at and for the price of two hundred dollars (\$200.00).

And said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor herein contained, and the full and final completion of said work and the acceptance thereof by the Common Council of said City, hereby undertakes to and with said Contractor, on the completion of said work and the delivery of said Bonds, properly lithographed, all in the manner and form as in this contract specified and provided, to pay the said Contractor, in warrants drawn upon the

proper fund of said City, the full sum of two hundred dollars (\$200.00).

IN WITNESS WHEREOF, said The City of San Diego has, by a majority of the members of its Common Council, executed these presents, and The Mysell-Rollins Bank Note Co. has caused its corporate name to be subscribed hereto by its proper officers and its corporate seal to be hereto affixed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox

P. J. Benbough

Walter P. Moore

Herbert R. Fay

Members of the Common Council.

THE MYSELL-ROLLINS BANK NOTE CO.

By M. G. Chapin,

Secretary

(SEAL) ATTEST;

Allen H. Wright,

City Clerk

ATTEST:

L. A. Ireland

I hereby approve the form of the foregoing Contract, this 18th day of September, 1916.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

EXHIBIT A.

ORDINANCE NO. 6567.

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CERTAIN
CITY BONDS.

BE IT ORDAINED, By the Common Council of the City of San Diego, as follows:

Section 1. That bonds of said City to the amount of one hundred thousand dollars (\$100,000.00) shall be issued for the acquisition, construction, completion and installation by the said City of San Diego, of a wooden pipe line and flume between Dulzura Creek and the Upper Otay Reservoir, and from the Upper Otay Reservoir to the outlet tunnel of the Lower Otay Reservoir, as particularly described in Section 1 of said Ordinance No. 6507 calling said special election.

There shall be one hundred twenty (120) of the said bonds issued, of which eighty (80) shall be of the denomination of one thousand dollars (\$1000.00), and forty (40) of the denomination of five hundred dollars (\$500.00). Said bonds shall be numbered from one (1) to one hundred twenty (120), both inclusive, as follows: Beginning with "No. 3" the five hundred dollar (\$500.00) denominations shall be given each third number, as "No. 3", "No. 6", "No. 9", "No. 12", etc. to and including "No. 120", and the one thousand dollar (\$1000.00) denominations shall be given the remaining numbers to and including "No. 119", and omitting all numbers given as above provided for the five hundred dollar (\$500.00) denominations. The order of payment shall begin with the smallest numbered bonds, and they shall be paid, two one thousand dollar (\$1000.00) bonds and one five hundred dollar (\$500.00) bond annually, until all shall have been paid. Said bonds shall be dated as of the first day of July, A. D. 1916.

The money derived from the sale of these bonds shall be paid in and kept in a separate fund, which shall be known as the "Dulzura-Otay Conduit Bond Fund".

The said bonds and the coupons thereof shall be in substantially the following form:

"UNITED STATES OF AMERICA.

STATE OF CALIFORNIA.

CITY OF SAN DIEGO.

NO.

\$

MUNICIPAL IMPROVEMENT BOND.

DULZURA-OTAY CONDUIT FUND.

SPECIAL ELECTION MARCH 31, 1916.

KNOW ALL MEN BY THESE PRESENTS, That The City of San Diego, a municipal corporation of the State of California, acknowledges itself indebted for value received, and hereby promises to pay to bearer _____ Dollars on the first day of July, 19____, with interest thereon from the date hereof until said principal sum is paid, at the rate of five per cent. (5%) per annum, payable semi-annually on the first days of January and July of each year on the presentation and surrender of the respective coupons hereto annexed as they severally become due, both principal and interest of this bond being payable in lawful money of the United States of America, at the office of the Treasurer of said City, or at the National City Bank, New York, N. Y., at the option of the holder hereof.

This bond is issued for the purpose of acquiring funds with which to pay for the acquisition, construction, completion and installation of a wooden pipe line and flume between Dulzura Creek and the Upper Otay Reservoir, and from the Upper Otay Reservoir to the outlet tunnel of the Lower Otay Reservoir, as particularly specified in Section one of Ordinance No. 6507 of the ordinances of the City of San Diego, approved by the Mayor thereof on the 21st day of February, 1916, and also under and pursuant to and in full compliance with the Act of the Legislature of the State of California which became a law February 25, 1901, and amendments thereof, authorizing the incurring of indebtedness by cities for municipal improvements, and the Charter of said City, and the Constitution and other laws of said State, and in full compliance with certain ordinances and proceedings of the Common Council of said City.

It is further certified, recited and declared that all the acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this bond, have existed, happened and been performed in due time, form and manner as required by law; that this issue of bonds has been authorized by the vote of two-thirds of the duly qualified electors of said City voting at a special election duly and regularly called and held in said City on the 31st day of March, 1916; and that the amount of this bond, together with all other indebtedness of said City, does not exceed any limit prescribed by the Constitution of said State, or by any statute or law thereof; and that before the issuance of this bond provision has been duly made as required by the Constitution and laws in that behalf for the collection of an annual tax sufficient to pay the interest on such indebtedness as it falls due, and also to constitute a sinking fund for the payment of the principal thereof on or before maturity and within forty years from the date of this bond.

The full faith and credit of the said City of San Diego are hereby irrevocably pledged for the punctual payment of the principal and interest of this bond.

IN WITNESS WHEREOF, the said City of San Diego has caused this bond to be signed by the Mayor and Treasurer of said City, and countersigned by the Clerk thereof, and attested by the corporate seal of said City hereto attached, and this bond to be dated the first day of July, A. D. 1916.

Mayor of the City of San Diego,
California.

Treasurer of the City of San Diego,
California.

Countersigned:

City Clerk of the City of San
Diego, California.

INTEREST COUPON.

DULZURA-OTAY CONDUIT BOND FUND.

BOND NO.

INTEREST COUPON NO.

SPECIAL ELECTION MARCH 31, 1916.

On the 1st day of _____, 19____, the City of San Diego, California, on presentation of the coupon at the office of the Treasurer thereof, or at the National City Bank, New York, N. Y., will pay to bearer _____ Dollars, in lawful money of the United States, for semi-annual interest on above bond.

Treasurer of the City of San Diego,
California.

Section 2. Said bonds shall be made payable to bearer, in lawful money of the United States, and shall bear interest in lawful money of the United States from the date of said bonds until paid, at the rate of five per centum (5%) per annum, and shall be paid on presentation and demand at the office of the City Treasurer of the City of San Diego, or at the National City Bank, New York, N. Y., at the option of the holder thereof.

The said bonds shall be dated on the first day of July, A. D. 1916, and shall become due in the order of their numbering and to the amount hereinabove provided, on the first day of July of each year, until all of said bonds shall have been paid. Interest on said bonds shall become due and payable semi-annually on the first day of January and the first day of July, of each year. Said bonds shall each contain the promise of the City of San Diego to pay the amount for which it is issued, with interest as aforesaid, at the time and in the manner above specified, and shall refer to the election authorizing the issuance of such bonds and the purpose for which such indebtedness is incurred. The amount of the principal of each bond shall be printed upon the face thereof in large figures and with ink of a different color than that of which the body of the bond is printed, and it shall be certified in such bond that all the conditions and requirements of any ordinance of said City, the Charter thereof, and the General Law of the State of California, touching the incurring of such indebtedness by a municipal corporation, have been fully complied with.

There shall be attached to each bond one coupon for each semi-annual payment of interest accruing thereon, which coupon shall be so arranged to come due one in each six months until and including the maturity of the principal specified in such bond. Each coupon shall have printed on it the number of the principal bond to which it is attached, and the name of the fund in the aid of which the bond is issued, and such number and name shall be printed in larger type and different colored ink than the body of the coupon, and such coupons shall in addition be numbered from one consecutively up to the last.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA and MYSELL-ROLLINS BANK NOTE CO. for printing Municipal Bonds- being Document No. 102403.

Allen H. Wright,

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

UNDERTAKING FOR STREET LIGHTING.

KNOW ALL MEN BY THESE PRESENTS: That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and THE AETNA ACCIDENT AND LIABILITY 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-nine and 95/100 (\$229.95) Dollars, lawful money of the United States of America, to be paid to the said City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of August, 1916.

WHEREAS, the above bounden San Diego Consolidated Gas & Electric Company has entered into a contract with the said City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913, (Statutes 1913, page 421), to do all the work upon ABBOTT STREET, in Ocean Beach and Ocean Bay Beach, in said City of San Diego, between the southwesterly line of West Point Loma Boulevard and the northeasterly line of Newport 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 Consolidated Gas & Electric Company, or its assigns, shall faithfully perform the said contract, then the above obligation to be void; else to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By A. H. Sweet,
Vice President

(SEAL) ATTEST:

M. B. Fowler,
Secretary

THE AETNA ACCIDENT AND LIABILITY COMPANY.

Surety.

By Frank A. Salmons,
Attorney in Fact.

(SEAL) ATTEST:

M. Sandin,
Attorney in Fact

I hereby approve the form of the foregoing Undertaking this 6th day of Sept. 1916.

T. B. COSGROVE, City Attorney.

By M. R. Thorp,
Deputy City Attorney.

I hereby certify that the Common Council of the City of San Diego, did by Resolution No. 21838, passed and adopted on the 5th day of September, 1916, require and fix the sum of \$230.00 as the penal sum of the foregoing undertaking.

Allen H. Wright,

City Clerk of the City of San Diego, California, and Ex-Officio

(SEAL)

Clerk of the Common Council of said City.

THIS AGREEMENT, made and entered into this 6th day of September, 1916, by and between SAN DIEGO CONSOLIDATED 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 Common Council of said 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 the City of San Diego, all the following work, to-wit:

The furnishing of electric current for the lighting of ABBOTT STREET, in Ocean Beach and Ocean Bay Beach, in said City of San Diego, between the southwesterly line of West Point Loma Boulevard and the northeasterly line of Newport Avenue, together with the maintenance of the posts, wires, conduits and lamps on said Abbott Street, between said points. Such furnishing of electric current, and such maintenance of appliances to be for the period of one year from and after August 20, 1916, to-wit, to and including August 20, 1917.

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 No. 99230, on file 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 \$183.96, in monthly warrants duly and properly drawn upon the Street Lighting Fund of said City, each of said monthly warrants to be drawn for the sum of \$15.33, until said sum of \$183.96 shall have been fully paid.

And said second party further agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of \$735.84, in monthly warrants duly and properly drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Abbott Street Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of \$61.32, until said sum of \$735.84 shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of \$735.84 shall be paid out of any other fund than said special fund designated as "Abbott 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 Chapter 247 of the Statutes of the State of California, approved June 6, 1913, (Statutes 1913, page 421), and that in pursuance of said Act an assessment has been levied for said sum of \$735.84.

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 Act of the Legislature) will the City of San Diego, or any officer thereof, be liable for any portion of the expense of said work (other than the said sum of \$183.96), 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 Vice President and Secretary, thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year in this agreement first above written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By A. H. Sweet
Vice President

(SEAL) ATTEST:

M. B. Fowler,
Secretary.

THE CITY OF SAN DIEGO.

By O. M. Schmidt,

C. W. Fox,

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

Walter P. Moore.

Herbert R. Fay.

Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 6th day of Sept. 1916.

T. B. COSGROVE, City Attorney.

By M. R. Thorp,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY for Lighting Abbott Street, being Document No. 102436.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 27th day of September, 1916, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, and THE OSBORN COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Beginning at a point on the permanent bulkhead line distant one hundred and twenty-five feet north from the north line of F Street produced, running thence westerly a distance of one hundred and twenty-five feet; thence northerly a distance of fifty feet; thence easterly a distance of one hundred and twenty-five feet; thence southerly a distance of fifty feet to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of twenty-five (25) years from and after the 24th day of September, 1916, at a monthly rental of fifty dollars (\$50.00) for the first five years of said term, and every five years thereafter during the term of this lease the Common Council shall fix the rental to be paid for the lands herein described, which rental so fixed shall prevail for the five years immediately following the fixing of such rental. Said rentals payable monthly in advance in gold coin of the United States at the office of the Harbor

Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The right of the Common Council to change or increase said rent, at any time, is hereby expressly reserved to the City; and the said Lessee, in accepting this lease, acknowledges the right of said City to readjust and increase the rental at any time as herein provided.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 23rd day of September, 1941, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

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 Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by 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 said premises shall be used as follows:

For the construction and maintenance of a wharf for the accommodation of the fishing industry. Said wharf to be of wooden construction and shall be one hundred and twenty-five feet in length, the west twenty-five feet thereof to be fifty feet in width, and the remainder of said wharf to be twenty feet in width. All structures erected by said Lessee to be in accordance with the ordinances of the City of San Diego.

It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of sixty days after the execution of this lease, begin the construction of said wharf; said work of construction to be completed within ninety days thereafter. It is covenanted and agreed that the amount to be expended in the construction of said wharf shall be not less than two thousand five hundred dollars (\$2,500.00), and the failure of said Lessee to expend said sum of two thousand five hundred dollars on or before the 1st day of March, 1917, shall be sufficient to warrant the cancellation of this lease by said Common Council.

(2) In the event the Lessee shall fail to erect and maintain the wharf hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have

hereunto set their hands, as and for the act of said City, and the said Lessee has caused its corporate name to be subscribed and its corporate seal to be affixed hereto the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore.

Members of the Common Council

THE OSBORN COMPANY

By C. E. Osborn,

Pres.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

(SEAL) ATTEST:

C. G. Selleck,

Sec.

I hereby approve the form of the foregoing Lease, this 25 day of September, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of TIDE LANDS to OSBORN COMPANY, being Document No. 102905.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 27th day of September, 1916, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, and THE OSBORN COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Lots one, two, three, four, five and six in block seventeen of Municipal Tide Lands Subdivision Tract No. 1, as per map adopted by the Common Council of the City of San Diego September 15th, 1915.

To have and to hold said premises, and each and every part and parcel thereof unto the said Lessee, for the term of twenty-five (25) years from and after the 24th day of September, 1916, at a monthly rental of one hundred dollars (\$100.00) for the first five years of said term, and every five years thereafter during the term of this lease the Common Council shall fix the rental to be paid for the lands herein described, which rental so fixed shall prevail for the five years immediately following the fixing of such rental. Said rentals payable monthly in advance in gold coin of the United States at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The right of the Common Council to change or increase said rent, at any time,

is hereby expressly reserved to the City; and the said Lessee, in accepting this lease, acknowledges the right of said City to readjust and increase the rental at any time as herein provided.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 23rd day of September, 1941, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

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 Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by 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 said premises shall be used as follows:

For the erection and maintenance of a building for the accommodation of the fishing industry, for wholesale and retail fish markets, for the manufacturing of ice to furnish cold storage for said fish markets, and for all other purposes necessary and incidental to the handling of fresh fish, and to the conducting of wholesale and retail fresh fish markets. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego. Said buildings shall have a frontage on the west of three hundred feet, two hundred feet on the north, eighty feet on the east, and eighty feet on the south; to be of concrete and tile construction, and the exterior walls or surface of said buildings shall be plastered, painted or finished in other material of light buff or grey tint.

It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of sixty days from and after the execution of this lease, begin the construction and erection of certain buildings and structures, and work will be completed on the first two hundred and twenty feet of said building beginning at F Street, and running north two hundred feet, within ninety days thereafter. Work shall be commenced on the balance of said building within sixty days after the ground is cleared and ready for the construction of said building, and will be completed within ninety days thereafter. It is covenanted and agreed that the amount to be expended in the construction of said buildings and structures shall be not less than twenty-five thousand dollars, and the failure of said Lessee to expend said sum of twenty-five thousand dollars on or before the 1st day of March, 1917, shall be sufficient to warrant the cancellation of this lease by said Common Council.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with earth or other material, all or any portion of said premises, and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the United States Government and the State of California, and the ordinances of the City of San Diego; and provided further that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) The City of San Diego hereby specifically reserves, over the lands mentioned in

this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel the United States Bulkhead line, it being specifically agreed and understood by the parties hereto that nothing in this ^{lease} contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said right of way so reserved for railroad purposes, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said right of way; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at its own cost and expense from any such right of way so reserved for railroad purposes any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(5) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, and the said Lessee has caused its corporate name to be subscribed and its corporate seal to be affixed hereto the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox

P. J. Benbough

Walter P. Moore,

Members of the Common Council

THE OSBORN COMPANY

By C. E. Osborn,

Pres.

(SEAL) ATTEST:

C. G. Selleck,

Sec.

I hereby approve the form of the foregoing Lease, this 25th day of September, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
LEASE to THE OSBORN COMPANY, for TIDE LANDS, being Document No. 102906.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS AGREEMENT, entered into at Fort Rosecrans, California this first day of July, nineteen hundred and sixteen between 2nd Lieut. Benj. N. Booth, Coast Artillery Corps, Acting Quartermaster, United States Army, of the first part, for and in behalf of the United States of America, and The City of San Diego, an incorporated City under the laws of the State of California, of San Diego, of the county of San Diego, State of California, of the second part; WITNESSETH, That the said parties covenant and agree to and with each other as follows:

That the said City of San Diego shall, and by these presents does hereby lease, demise and let to the United States of America a space of about sixty feet (60) at a float at North side of dock known as the Municipal Pier, and situated at the foot of Broadway, of the City of San Diego, California, to be used for docking, wharfage and berth of Launch "GENERAL DeRUSSY" and other vessels of the same class, and scows owned and operated by the United States.

That an office and store room, fifteen feet by fifteen feet, situated in the Northeast corner of the ware house on the Municipal Pier, shall be set aside for the exclusive use of the United States.

That the portion of the Municipal Pier assigned to the purpose herein described shall be held and set aside for the exclusive use of the United States but the right is reserved by the party of the second part to use said premises, other than the office and storeroom, when not in use by vessels of the United States.

It is further agreed that the United States may dock any transport at such part of the Municipal Pier as may be available, not to exceed four times per year, and not to exceed forty eight hours at any one time, without additional charge.

That the party of the second part stipulates that he will not allow to the party of the first part, nor to any one for him, any part of the money paid as rental of said premises under this lease, nor in any other way allow or give any rebate on said rental for the benefit of the party of the first part.

That the officer of the United States whose name is signed below hereby certifies that the rent stated in this lease is not in excess of the commercial rental value of the premises named, and that said rate is the amount to be actually paid to the party of the second part for its own use; that there are no public docks available for the use as specified herein, and that the price as stipulated in this lease is a fair rental value of reasonable good premises suitable for the purpose indicated herein, in the locality where situated.

That the depth of the water at the dock at mean low water is thirty-five feet (35) and at mean high water forty feet (40).

That the dimensions of said Municipal Pier are eight hundred feet by one hundred thirty feet

(800' x 130'); and that said Pier and its properties joins Broadway and is a continuation of it.

That no water or electric current is included in the terms of this lease.

That the warehouse situated on the wharf is available for the use of the United States during the time when a United States transport may be docked. Dimentions of warehouse seven hundred thirty four and three eighths feet by seventy feet (734.375' x 70').

The right of the Common Council to change or increase the rental provided herein at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said city shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said party of the first part, and the said party of the first part in accepting this lease, acknowledges the right of said city to readjust and increase the rental at any time as hereinbefore stated.

to have and to hold the same, with their appurtenances, unto the United States, for the term beginning with the first day of July, nineteen hundred and sixteen and ending with the thirtieth day of June, nineteen hundred and seventeen. At the option of the United States this lease, with all its covenants and agreements, may be renewed yearly as often as the needs of the public service may require, so as to give the United States continuous possession of said premises, not extending, however, beyond the thirtieth day of June, nineteen hundred and eighteen, but no renewal shall be made to include more than one fiscal year.

That the said City of San Diego, for itself, successors or assigns, will warrant and defend to the United States, its officers and agents, the quiet and peaceable possession and occupancy of the aforesaid premises, and in case of any disturbance, by suit or otherwise, will defend the same free of charge to the United States in or before the proper State or United States courts.

That all buildings or other improvements fixed to or erected or placed in or upon the said leased premises by the United States shall be and remain the exclusive property of the United States, provided, however, that the same, unless sold or otherwise disposed of, shall be removed by the United States within thirty days after the said premises are vacated under this lease,

That the United States reserves the right to quit, relinquish, and give up the said premises at any time within the period for which this lease is made or may be renewed, by giving to the said City of San Diego, or its agent, thirty days' notice.

That for and in consideration of the above covenants and agreements the United States shall pay to the said City of San Diego, or its agent, the sum of Fifteen dollars (\$15.00) each month; and should the premises be relinquished before the close of a monthly period, the rental for the last period shall be only the pro rata part of the monthly rental, depending on the time of occupancy. Payment shall be made at the end of each calendar month, or as soon thereafter as is practicable, at the office of the Quartermaster, at Fort Rosecrans, California in the funds furnished for the purpose by the United States.

That neither this lease nor any interest therein shall be transferred to any other party or parties, and in case of such transfer the United States may refuse to carry out this lease either with the transferor or the transferee, but all rights of action for any breach of this lease by said City of San Diego are reserved to the United States.

That no Member of or Delegate to Congress, or Resident Commissioner, nor any person belonging to or employed in the military service of the United States is, or shall be, admitted to any share or part of this lease, or to any benefit which may arise herefrom, but, under the provisions of ^{Section} 1116 of the act of Congress approved March 4, 1909 (35 Stats., 1088), this stipulation, so far as it relates to Members of or Delegates to Congress or Resident

Commissioners, shall not extend, or be construed to extend, to any lease made with an incorporated company for its general benefit.

That it is expressly understood and agreed that this lease shall be noneffective until an appropriation adequate to its fulfillment is made by Congress and is available.

IN WITNESS WHEREOF, the undersigned have hereunto placed their hands the date first hereinbefore written.

WITNESSESS: Benj. N. Booth.
John M. Devers as to 2nd Lieut., C.A.C. Act. Quartermaster, U.S.A.,
(The City of San Diego an incorporated City
(By O. M. Schmidt
(SEAL) Attest: as to (C. W. Fox
(P. J. Benbough
Allen H. Wright, (Walter P. Moore.
(
City Clerk,
San Diego, Cal.

Members of Common Council, San Diego, Cal.

(EXECUTED IN TRIPLICATE.)

NOTES.

1. The name of the principal intended to be bound as party of the second part, whether an individual, a partnership, or a corporation, should be inserted in and signed to the lease. An officer of a corporation, a partner, or an agent signing for the principal should add his name and designation after the word "by" and under the name of the principal.

2. This lease need not be executed under seal.

3. Leases will extend only to the close of the fiscal year for which they are made. No lease will be made or renewed in the absence of an appropriation for the payment of rent.

4. If contract is made with an incorporated company, the requirements of A. R. 560, 1913, should be complied with.

I certify that the persons signing the foregoing instrument as members of the Common Council of San Diego have authority to sign the city, for the faithful execution of agreement, and the requirements of Par. 560, A. R., 1913 are waived. That this lease was entered into with the City of San Diego for the reason that the terms are the same as those offered by the A. T. & S. F., R.R., Co., and the conditions are much more favorable. That the changes elisions and erasures were made in lines 9 and 10 page 2; lines 6, 7, 8 and 9 page 3 were made before signing.

Benj. N. Booth,
2nd Lieut., C. A. C.

I hereby approve the form of the foregoing lease, this 22d day of September, 1916.

T. B. Cosgrove,
City Attorney.

By L. D. Jennings,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE for BERTH SPACE FOR LAUNCH "GENERAL DeRUSSY", being Document No. 103319.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Y. A. Jacques Deputy.

LEASE AND OPTION TO PURCHASE.

THIS INDENTURE OF AGREEMENT, made and entered into at San Diego, California, this 27th day of September, A. D. 1916, by and between FRANK S. LOOMIS, the party of the first part, and hereinafter sometimes termed the Lessor, and THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, party of the second part, and hereinafter sometimes termed the Lessee, WITNESSETH:

FOR THAT WHEREAS, said lessor is the owner, in possession of and operating a certain water distribution system located in that certain portion of said The City of San Diego, commonly known as Beverly, and operated for the purpose of furnishing water for domestic use to the residents of said section of said municipality; and

WHEREAS, it is the desire of said parties hereto that the further maintenance and operation of said distribution system be under the direct supervision and control of The City of San Diego, the lessee herein, and that said lessee in addition to the operation of said system also have and obtain an option to purchase said system:

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter by the respective parties hereto undertaken and agreed upon, and upon condition of the approval of this instrument by the Railroad Commission of the State of California, the parties hereto contract and agree as follows:

First: The lessor hereby leases and agrees to deliver immediate possession to the lessee herein of that certain water distribution system commonly known as the Beverly water system, located in The City of San Diego, State of California, in that district commonly known as Beverly, which said water system is more particularly described as follows:

ITEMIZED DESCRIPTION AND VALUATION OF THE BEVERLY WATER SYSTEM.

ITEMS TO BE VALUED	Quantity	Unit	Unit Cost	Age in Years	Prob- able Life	Repro- duction Value	Rate Depre- ciation	Total Depre- ciation	Present Value
3" Std., black screw pipe dipped, mainline	2800	lin. ft.	0.323	6	12	\$914.40	8-1/3	50%	\$457.20
2" " black screw pipe Dist. line,	5353	" "	0.157	6	12	840.42	"	"	420.21
1 1/2" " " ditto	2309	" "	0.1105	6	12	255.14	"	"	127.57
1" " " "	1790	" "	0.0685	6	12	122.62	"	"	61.31
3/4" Galvanized iron pipe,	500	" "	0.071	6	12	35.50	"	"	17.75
3 inch expansion joint,	1 each		9.00	6	12	9.00	8-1/3	50%	4.50
3 " gate valve,	2 "		6.00	6	12	12.00	"	"	6.00
2 " " "	1 "		3.75	6	12	3.75	"	"	1.87
2 " meter Trident, Style 3,	1 "		60.00	6	12	60.00	"	"	30.00
1 " " Empire,	1 "		18.00	6	12	18.00	"	"	9.00
5/8" " Trident,	6 "		9.60	6	12	57.60	"	"	28.80
5/8" " Lambert,	10 "		8.60	6	12	86.00	"	"	43.00
3/4" to 3 inch service cocks and ground valves,	70 "		0.875	6	12	61.25	"	"	30.62
TOTALS,						\$2475.68			\$1237.84

Second, - Said lessee hereby agrees to pay said lessor the sum of six hundred dollars (\$600.00), as a rental for said distribution system from the date of the execution of this instrument, or such time prior thereto as the possession of said distribution system may be turned over to the Operating Department of said The City of San Diego, and until the 15th day of January, 1917, it being specifically agreed and understood that said sum of six hundred dollars (\$600.00) shall also apply upon and be considered as a part of the purchase price in the event said City shall purchase the said distribution system under the option hereinafter mentioned.

Third, - Said lessor hereby grants to said lessee the right and option to purchase said water distribution system at any time on or prior to the 15th day of January, 1917, at and for the purchase price of twelve hundred thirty-seven and 84/100 dollars (\$1237.84), it being specifically agreed between the parties hereto that the sum of six hundred dollars (\$600.00) paid said F. S. Loomis under the terms of this lease and option as a rental for said water distribution system shall be considered as a part of the purchase price, and shall apply on said purchase price of twelve hundred thirty-seven and 84/100 dollars (\$1237.84) in the event that said City shall exercise said option to purchase; the understanding of the parties and the intent of this provision being that in the event said City shall exercise its option to purchase, said system shall cost said City the sum of twelve hundred thirty-seven and 84/100 dollars (\$1237.84), six hundred dollars (\$600.00) of which shall be paid during the year 1916, and the remainder of said purchase price, or the sum of six hundred thirty-seven and 84/100 dollars (\$637.84) shall be paid said lessor during the year 1917.

Said lessor, as a part of the consideration for the execution of this agreement by said City, and as a consideration for the payments hereinabove mentioned, hereby agrees to execute and place in escrow with the City Clerk of said City an instrument in the nature of a deed of conveyance to said City of said water system, with instructions to said City Clerk to deliver said instrument of conveyance to said City in the event that said option is exercised, and to return the same to said lessor in the event that said option is not exercised.

Fourth, - It is specifically agreed and understood that during the term of this lease the lessee shall repair at its own cost and expense the said distribution system.

IN WITNESS WHEREOF, said party of the first part Frank S. Loomis has hereunto subscribed his name, and said party of the second part, The City of San Diego, has caused this instrument to be executed by a majority of the members of the Common Council of said City, and attested by the City Clerk of said City, pursuant to a resolution duly adopted authorizing such execution, the day and year first hereinabove written.

Frank S. Loomis,

THE CITY OF SAN DIEGO.

By O. M. Schmidt,

C. W. Fox,

P. J. Benbough

Walter P. Moore

Herbert R. Fay.

Members of the Common Council.

(SEAL) ATTEST;

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing Lease and Option to Purchase, this 27th day of September, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE & OPTION to Purchase Beverly Water System, being Document No. 103590.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LEASE.

THIS INDENTURE OF LEASE, made and entered into this 8th day of November, 1916, 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 SOUTHERN REDUCTION COMPANY, a corpora-

tion 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 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation, and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Beginning at a point on the mean high tide line of the Bay of San Diego where said high tide line is intersected by the southeasterly line of Beardsley Street extended southwesterly; thence south $52^{\circ} 10' 40''$ east along said mean high tide line, a distance of 75 feet to a point; thence south $38^{\circ} 34' 40''$ west a distance of 234.19 feet to a point on the United States Government Bulkhead line as established in the year 1912; thence north $50^{\circ} 50'$ west along said bulkhead line a distance of 75 feet to a point; thence north $38^{\circ} 35'$ east, a distance of 232.47 feet to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of twenty-five (25) years from and after the 7th day of August, 1916, at the following rentals: One dollar (\$1.00) per month for the year 1916, thirty dollars (\$30.00) per month for the years 1917, 1918, 1919 and 1920; the rental for the remainder of the term to be determined by the Common Council on or before the first day of January, 1921. Said rentals shall be payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate.

The right of the Common Council to change or increase said rent at any time is hereby expressly reserved to the City; and the said Lessee, in accepting this lease, acknowledges the right of said City to readjust and increase the rental at any time as herein provided.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit: upon the 7th day of August, 1941, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

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 Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by 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 said premises shall be used as follows:

For the erection and maintenance of buildings and other structures for the canning of fish and the manufacture of poultry food from the by-products. All buildings or other structures so constructed to be in accordance with the ordinances of the City of San Diego.

It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of one year from and after the execution of this lease, construct and erect buildings and structures, and expend in the construction and erection of such buildings and structures a sum of money not less than ten thousand dollars (\$10,000.00), and the failure of said Lessee to expend said sum of ten thousand dollars (\$10,000.00) within a period of one year from and after the execution of this lease, shall be sufficient to warrant the cancellation of this lease by said Common Council. In the event that there are now buildings and structures upon the said land herein described, of the reasonable value of ten thousand dollars (\$10,000.00), then and in that event the foregoing provision shall not be operative.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with earth or other material, all or any portion of said premises, and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the U. S. Government and the State of California, and the ordinances of the City of San Diego; and provided further that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City has heretofore determined, and as said right of way is set out and delineated on that certain map or plat on file in the office of the City Clerk of said City, marked Document No. 95759, and endorsed, "Plan No. 5, showing Water Front on Tide Lands, Market to Beardsley St.," and shall be so located as to practically parallel the United States Bulkhead Line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said right of way so reserved for railroad purposes, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said right of way; provided that such person or corporation granted such franchise by the City shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same. The said Lessee to remove at its own cost and expense from any such right of way so reserved for railroad purposes any buildings or materials which it may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary in the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of or over said demised premises, and 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, and of the docking of vessels on said premises at any time and in such manner as may be provided in any general plan of harbor improvement adopted by said City; 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 improvements.

(5) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses

and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

(6) It is further covenanted and agreed on the part of said Lessee that its business shall be so conducted as not to cause or be a public nuisance, and for any violation of such covenant this lease may be terminated by the Common Council of said City.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, and the said Lessee has caused its corporate name to be subscribed, and its corporate seal to be affixed hereto the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

THE CITY OF SAN DIEGO.

O. M. Schmidt,

C. W. Fox

Walter P. Moore.

Members of the Common Council.

SOUTHERN REDUCTION COMPANY.

(SEAL) ATTEST:

V. E. Crouch, Secy.

By C. D. Crouch, Prest.

I hereby approve the form of the foregoing Lease, this 7th day of August, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS between CITY OF SAN DIEGO, CALIFORNIA and SOUTHERN REDUCTION COMPANY, being Document No. 101773.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

F R A N C H I S E

THIS INDENTURE, made and entered into this 8th day of November, 1916, 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 SOUTHERN REDUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911.

Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Beginning at a point on the United States Government Bulkhead line, where said Bulkhead line is intersected by the southeasterly line of Beardsley Street produced southwesterly; thence south 50° 50' east along said Bulkhead line a distance of 75 feet to a point; thence south 38° 34' 40" west a distance of 1000.05 feet to an intersection with the United States Pierhead Line; thence north 50° 50' west along said pierhead line a distance of 75 feet to a point; thence north 38° 35' east, a distance of 1000.05 feet to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of twenty-five (25) years from and after the 7th day of August, 1916, at the following rentals: One Dollar (\$1.00) per month for the year 1916, Fifteen Dollars (\$15.00) per month for the years 1917, 1918, 1919 and 1920; the rental for the remainder of the term of said lease to be determined by the Common Council on or before the first day of January, 1921. All of said rentals to be payable monthly in advance at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The right of the Common Council to change or increase said rent, at any time, is hereby expressly reserved to the City; and the said Lessee, in accepting this lease, acknowledges the right of said City to readjust and increase the rental at any time as herein provided.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit, upon the 7th day of August, 1941, the City shall have the option of renewing this lease for a further term not to exceed twenty-five (25) years, upon such conditions as a majority of the Common Council may then determine, or of terminating the same upon such terms and conditions as a majority of the Common Council may by resolution regularly passed fix and declare.

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 Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City, and the people of said City, hereby reserve the right and privilege, by ordinance, to annul, change or modify this lease in such manner as in their judgment may seem proper, upon payment to said Lessee of reasonable compensation for damages occasioned by 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 said premises shall be used as follows:

For the erection and maintenance thereon of a wharf to be used in connection with lands heretofore leased to said Lessee by said City, said lease being Document No. 101773 on file in the office of the City Clerk of said City.

All structures erected by said Lessee to be in accordance with the ordinances of the City of San Diego. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of eighteen months from and after the execution of this lease, expend in the construction and erection of said wharf a sum of money not less than \$2000.00 and the failure of said Lessee to expend said sum of \$2000.00 within said period of time shall be sufficient to warrant the cancellation of this lease by said Common Council. In the event that there are now buildings and structures or a wharf upon the said land herein described, of the reasonable value of \$2000.00 then and in that event the foregoing provi-

sion shall not be operative.

(2) In the event the Lessee shall fail to erect and maintain the wharf hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to immediately take possession of said property, 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 Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, and the said Lessee has caused its corporate name to be subscribed and its corporate seal to be affixed hereto the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

THE CITY OF SAN DIEGO

O. M. Schmidt,

C. W. Fox,

Walter P. Moore

Members of the Common Council

SOUTHERN REDUCTION COMPANY

By C. D. Crouch, Prest.

(SEAL) ATTEST:

V. E. Crouch, Secy.

I hereby approve the form of the foregoing Franchise this 7th day of August, 1916.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of WHARF FRANCHISE from CITY OF SAN DIEGO, CALIFORNIA to SOUTHERN REDUCTION COMPANY, being Document No. 101774.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

MATERIAL AND LABOR BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, THE FAIRCHILD-GILMORE-WILTON COMPANY, a corporation, as principal, and THE AETNA ACCIDENT AND LIABILITY 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 any and all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Eight thousand six hundred eighty (8680) DOLLARS, lawful money of the United States, to be paid in such behalf, for which payment, 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 26th day of October, A. D. 1916.

THE CONDITION of the above obligation is such that,

WHEREAS, the above bounden THE FAIRCHILD-GILMORE-WILTON COMPANY, is about to enter into a contract with THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, to furnish all material, labor, tools, appliances, equipment and transportation, and any and all other expense necessary or incidental to the performance of the following work, to-wit: The grading, paving, curbing and guttering of that certain portion of Torrey Road, in The City of San Diego, State of California, commonly known as the Biological Grade, for a distance of approximately 7045.04 feet; all of said work to be done as shown upon and according to the plans, drawings and typical cross-sections and specifications therefor contained in Document No. 102779, filed in the office of the City Clerk of said City September 20, 1916, and copies of which are on file in the office of the City Engineer of said City, a true copy of which said plans, drawings and typical cross-sections and specifications is attached to said contract and made a part thereof; and reference is hereby made to said contract and to said plans, drawings and typical cross-sections and specifications for a particular description of the work to be done and materials to be furnished for the performance of said work.

And whereas, the aforesaid penal sum of Eight thousand six hundred eighty dollars (\$8680.00), 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 of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

Now, therefore, if the above bounden principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon of any kind, then the said surety will pay the same in an amount not exceeding the sum specified in this bond; provided that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act, entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public work,' approved March 27, 1897," and approved May 1, 1911.

IN WITNESS WHEREOF, said principal and surety have caused their corporate names to be hereunto subscribed, and their corporate seals to be hereunto affixed, by their proper officers, thereunto duly authorized, this 26th day of October, 1916.

FAIRCHILD-GILMORE-WILTON CO.

(SEAL) ATTEST:

By G. R. Wilton, Prest.

W. E. Burk, Secretary.

THE AETNA ACCIDENT AND LIABILITY COMPANY.

By Frank A. Salmons,

(SEAL) ATTEST:

Attorney-in-fact.

M. Sandin, Attorney-in-fact.

I hereby approve the form of the within Bond, this 26th day of October, 1916.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 15th day of November, 1916.

O. M. Schmidt,

C. W. Fox,

(SEAL) ATTEST:

P. J. Benbough,

Allen H. Wright, City Clerk.
By Hugh A. Sanders, Deputy.

Walter P. Moore.
Members of the Common Council.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, THE FAIRCHILD-GILMORE-WILTON COMPANY, a corporation, as Principal, and THE AETNA ACCIDENT AND LIABILITY 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 thousand three hundred forty (4340) dollars, good and lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of October, 1916.

The condition of the above and foregoing obligation is such that whereas, the said principal has entered into the annexed contract with The City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all materials, labor, tools, appliances, equipment and transportation, and any and all other expense necessary or incidental to the performance of the following work, to-wit: The grading, paving, curbing and guttering of that certain portion of Torrey Road, in The City of San Diego, State of California, commonly known as the Biological Grade, for a distance of approximately 7045.04 feet; all of said work to be done as shown upon and according to the plans, drawings and typical cross-sections and specifications therefor contained in Document No. 102779, filed in the office of the City Clerk of said City September 20, 1916, and copies of which are on file in the office of the City Engineer of said City; a true copy of which said plans, drawings and typical cross-sections and specifications is attached to said contract and made a part thereof; and reference is hereby made to said contract and to said plans, drawings and typical cross-sections and specifications for a particular description of the work to be done and materials to be furnished for the performance of said work.

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

IN WITNESS WHEREOF, the said principal and surety have caused their corporate names to be hereunto subscribed, and their corporate seals to be hereunto affixed, by their proper officers, thereunto duly authorized, this 26th day of October, 1916.

FAIRCHILD-GILMORE-WILTON CO.

(SEAL) ATTEST:

By G. R. Wilton, Prest.

W. E. Burk, Secretary

THE AETNA ACCIDENT AND LIABILITY COMPANY

By Frank A. Salmons,

(SEAL) ATTEST:

Attorney-in-fact.

M. Sandin, Attorney-in-fact.

I hereby approve the form of the within Bond, this 26th day of October, 1916.

T. B. Cosgrove, City Attorney.

By M. R. Thorp, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 15th day of November, 1916.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore.

Members of the Common Council.

A G R E E M E N T.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 15th day of November, 1916, by and 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 THE FAIRCHILD-GILMORE-WILTON COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all materials, labor, tools, appliances, equipment and transportation, and any and all other expense necessary or incidental to the performance of the following work, to-wit:

The grading, paving, curbing and guttering of that certain portion of Torrey Road, in The City of San Diego, State of California, commonly known as the Biological Grade, for a distance of approximately 7045.04 feet; all of said work to be done as shown upon and according to the plans, drawings and typical cross-sections and specifications therefor contained and set forth in Document No. 102779, filed in the office of the City Clerk of said City September 20, 1916, and copies of which are on file in the office of the City Engineer of said City; a true copy of said plans, drawings, typical cross-sections and specifications being hereto annexed, marked "Exhibit A," and made a part hereof, as fully as though in this paragraph set out.

Said Contractor hereby agrees that it will be bound by each and every part of said plans, drawings, typical cross-sections and specifications, and do and cause to be done all of said work and improvement as specified in said specifications and as shown upon said plans, drawings and typical cross-sections, as the same may be interpreted by the City Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said contractor agrees to be bound by the interpretation placed upon said plans, drawings, typical cross-sections and specifications by said Common Council.

Said contractor agrees to commence said work within not to exceed ten days after the signing of this contract, and to prosecute the same diligently and with a sufficient force of men and equipment so that said work shall be completed within Sixty days after the signing of this contract.

Said contractor agrees to do and perform all of said work, and furnish all necessary materials, labor, tools, machinery, transportation and appliances, in compliance with said plans, drawings, typical cross-sections and specifications, at and for the following prices, to-wit:

Concrete pavement, 13 cents per square foot;
 Eight-inch concrete curb, 25 cents per linear foot;
 Six-inch concrete curb, 20 cents per linear foot;
 Concrete gutter, 15 cents per square foot;
 Excavation, 50 cents per cubic yard;
 Embankment, 5 cents per cubic yard.

And said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants 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 General Fund of said City, the sums hereinbefore set forth, said payments to be made as follows:

Upon the completion of the work hereinbefore described, and the acceptance of the same by the City Engineer, and such acceptance being then reported to the Auditing Committee of said City, seventy-five per cent. (75%) of the amount estimated by said City Engineer to have been done shall be paid, and twenty-five per cent. (25%) of the whole estimate and of all the work so performed shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said contractor.

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

Said contractor further agrees that in the performance of the work in this contract specified, it will fully protect all of said work and improvement in process of construction or completion, and in case of any damage done to any of said work or improvement by reason of the negligence or carelessness of said contractor, its agents or representatives, in the performance of the obligations of this contract, before the final acceptance of the work by said city, said contractor shall repair and replace such damage and its own cost and expense.

Further, said contractor hereby agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914; said certificate of the insurance carrier to bear the date of the expiration of said policy.

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 upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency, caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10th, 1903.

Said contractor further agrees that the compensation to be paid for labor upon or work

performed under this contract shall be not less than two dollars (\$2.00) per day.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Manager of Operation of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of this contract.

If the contractor considers any work required of it to be outside the requirements of this contract, or considers any record or ruling of the Manager of Operation as unfair, it shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or 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 said contract price; also that no extra work shall be done by said contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council, under and pursuant to a resolution authorizing such execution, and said Contractor has caused these presents to be executed, and its corporate name and seal to be hereto attached, by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By O. M. Schmidt

C. W. Fox,

P. J. Benbough,

Walter P. Moore.

Members of the Common Council.

FAIRCHILD-GILMORE-WILTON CO.

Contractor.

(SEAL) ATTEST:

Allen H. Wright, City Clerk

By Hugh A. Sanders, Deputy.

By G. R. Wilton, Prest.

(SEAL) ATTEST:

W. E. Burk, Secretary

I hereby approve the form of the foregoing Agreement, this 26th day of October, 1916.

T. B. COSGROVE, City Attorney.

By M. R. Thorp, Deputy City Attorney.

"EXHIBIT A"

SPECIFICATIONS DESCRIPTIVE OF THE MATERIALS TO BE FURNISHED AND OF THE LABOR TO BE PERFORMED IN THE IMPROVEMENT OF THAT PORTION OF THE TORREY PINES ROAD NORTH OF LA JOLLA, KNOWN AS THE "BIOLOGICAL GRADE", IN THE CITY OF SAN DIEGO,

CAL.

The following specifications are for material to be furnished and labor to be performed in the improvement of that portion of the Torrey Pines Road north of La Jolla, known as the "Biological Grade", in the City of San Diego, California, as shown on the attached plans.

WORK: The work herein provided for is to be done in accordance with the attached plans, drawings and cross-sections and the further specifications herein set forth. All work shall, on its completion, conform to the lines, and levels which may, from time to time, be given by the City Engineer. Profiles showing the ground line and the proposed grade line thereon are on file in the Office of the City Engineer.

ESTIMATE OF QUANTITIES AND SCHEDULE OF BID: The engineer's estimate of work to be

done under these specifications is as follows:

- (a). Concrete Pavement, 116386.2 sq., ft.
- (b). 8" Concrete Curb, 241.4 lin., ft.
- (c). 6" Concrete Curb, 7123.5 lin., ft.
- (d). Concrete Gutter, 510.0 sq., ft.
- (e). Excavation, 1234.9 cu., yds.
- (f). Embankment, 989.4 cu., yds.

Bidders will be required to state the price per unit quantity for each of the several items separately, but the aggregate determined from the unit prices and the approximate quantities as given above will be considered as one bid. It being understood, however, that the successful bidder being paid on basis of unit quantity for the various items as set forth in the schedule of bids, the city reserves the right to make any changes in the detailed location of the proposed improvements or to increase or diminish any of the quantities on which the bidder bases his estimate and the contractor will be allowed no damages on account of the loss of anticipated profits sustained thereby.

SUB-GRADE: The sub-grade for that portion of the roadway upon which the concrete paving, gutter, curb or other concrete work is to rest shall be such distance below the finished surface thereof as is shown on the attached plans, drawings and cross-sections.

GRADING: Grading shall include all filling, the removal of all earth, stone or all other material of whatever nature it may be that may be encountered in preparing the roadway and shall also include all trimming and shaping required to bring the surface of the roadway to grade and cross-section. When mud or other soft material is encountered, it shall be taken out and the space filled with good material, either earth or gravel, ^{which} shall be rolled until the surface of the foundation ceases to sink under or creep in front of the roller. The contractor will not be required however, to remove the mud or other soft material to a greater depth than two feet below grade. All filling shall be done with good sound material, either earth or gravel and no material of a soft or spongy nature shall be used for this purpose. The embankments shall be carried up of full width, in horizontal layers not to exceed one foot each in thickness, and the teams shall be made to travel as evenly as possible over the whole surface of each layer in coming and going. The formation of well defined ruts is especially prohibited. As each layer of the embankment is deposited, it shall be thoroughly wet down before the next succeeding layer is deposited. The space over which fills are to be made shall first be cleared of all brush and timber and all other perishable material.

CONCRETE PAVEMENT: The pavement is to consist of one course Portland cement concrete of a minimum thickness of four (4) inches. After a section has been graded as above specified, the surface on which the concrete is to rest, shall be rolled with a steam roller weighing not less than 400 pounds to the inch width of tire until the surface is unyielding. Whenever practicable, the road shall be cross-rolled as well as rolled longitudinally. Depressions made by rolling shall be levelled up with good earth and again rolled. Such portions of the road as can not be reached by the roller and all places excavated below sub-grade and refilled and all pipe trenches, all foundations upon which concrete gutters or curb are to rest and other places which can not be properly compacted by the roller, shall be tamped solid and firmly compacted and in cases of wet weather or soft or muddy ground making the use of the roller unsafe or impracticable, the rolling shall not be undertaken until the ground has become sufficiently dry.

CONCRETE COURSE: Upon the sub-grade prepared as above described and thoroughly dampened, there shall be laid a Portland cement concrete course of the thickness shown on the typical cross-section, composed of the following materials and proportions, to-wit:

- (1). One original commercial sack of Portland cement weighting not less than 94 pounds.
- (2). Two (2) cubic feet of sand, by volume.
- (3). Four (4) cubic feet of broken stone or gravel by volume.

JOINTS, WIDTH AND LOCATION: Transverse joints shall be one-quarter inch in width and shall be placed across the pavement perpendicular to the center line and not more than thirty (30) feet apart. All joints shall extend through the entire thickness of the pavement and shall be perpendicular to its surface. The concrete adjacent to these joints shall be finished with a wood float, which is divided through the center and which will permit of finishing on both sides of the filler at the same time.

JOINT FILLER: Joint filler shall consist of prepared strips of fibre matrix and bitumen or similar material of approved quality one quarter inch in thickness. The width shall be at least one inch greater than the thickness of the pavement at any point and shall project not less than one-half inch above the finished surface.

PLACING CONCRETE: Immediately prior to placing the concrete, the sub-grade shall be brought to an even surface. The surface of the sub-grade shall be thoroughly wet, but shall show no pools of water when the concrete is placed. After mixing, the concrete shall be deposited rapidly upon the sub-grade to the required depth and for the entire width of the pavement in successive batches and in continuous operation without the use of intermediate forms or bulkheads between expansion joints. In case of a breakdown, concrete shall be mixed by hand to complete the section or an intermediate transverse joint placed as hereinbefore specified at the point of stopping work. Any concrete in excess of that needed to complete a section at the stopping of work, shall not be used in the work.

The contractor shall notify the City Engineer when a section has been brought to sub-grade, when the latter will check the elevations of the same and if the work is found to be in accordance with the specifications and grades given, the contractor shall proceed as hereinbefore mentioned.

FINISHING: After being brought to grade, the concrete shall be finished from a suitable bridge, no part of which shall come in contact with the concrete. The concrete shall be finished with a wood float in a manner to thoroughly compact it and to produce a surface free from depressions and inequalities of any kind. The finished surface of the pavement shall not vary more than one-half inch from the true shape. The edges of the pavement shall be rounded.

CURING AND PROTECTION: Excepting as hereinafter specified, the surface of the pavement shall be sprayed with water as soon as the concrete is sufficiently hardened to prevent pitting and shall be kept wet until an earth covering is placed. As soon as it can be done without damaging the concrete, the surface of the pavement shall be covered with not less than two inches of earth, which cover shall be kept wet for at least ten days. In case of rain, extreme heat or drying winds, the freshly laid concrete shall be protected by canvas until such covering can be placed. Under the most favorable conditions for hardening in hot weather, the pavement shall be closed to traffic for at least fourteen (14) days after the pavement is completed and in cool weather for an additional time to be determined by the City Engineer. The contractor shall erect and maintain suitable barriers to protect the concrete from traffic and any part of the pavement damaged from traffic or other causes, occurring prior to its official acceptance, shall be repaired or replaced by the contractor at his expense in a manner satisfactory to the City Engineer. Before the pavement is thrown open to traffic, the covering shall be removed from the work by the contractor.

CONCRETE CURB: Concrete curb shall be constructed of the dimensions shown on the attached plans.

GUTTERS: All gutters shall be constructed according to cross-section shown on the

attached plans. The concrete shall be thoroughly tamped until all stones are below the surface and then troweled to a true surface, slightly roughened.

MATERIALS: Cement: All cement used shall be Portland cement and must conform to the following requirements and be subject to the following tests which will be open to the contractor. Samples for tests may be taken from every package delivered or proposed to be used upon the work, and unless they meet the requirements herein specified, such package or packages of cement will be rejected. No cement will be accepted, tested or permitted to be used, unless delivered in the original, unopened packages with the manufacturer's name and the brand of cement thereon. All samples of Portland cement required by the City Engineer or his authorized agent, shall be given him free of charge and he shall have authority at any time to take such samples as he or his agents may desire. All tests made will be made in the cement testing room provided by the City of San Diego for that purpose. Briquettes for testing tensile strength of cement will be made both of neat cement and of cement and sand in the proportions hereinafter specified.

The specific gravity of cement shall be not less than 3.10. Should the test of the cement as received fall below this requirement, a second test may be made upon a sample ignited at a low red heat. The loss of weight of the ignited cement shall not exceed four per cent.

Fineness; The cement must be evenly ground and when tested with the following standard sieves must pass at least the following percentages by weight:

No. 100 sieve having 100 meshes per lineal inch, 92 per cent.

No. 200 " " 200 " " " " 75 " "

Tensile strength: Neat briquettes one inch square in section shall attain a minimum tensile strength as follows:

At 24 hours in moist air, 175 pounds.

At 7 days (1 day in moist air and 6 days in water), 500 pounds.

At 28 days (1 day in moist air and 27 days in water), 600 pounds.

Briquettes one inch square in section, made of one part Portland cement and three parts of standard testing sand shall attain a minimum tensile strength as follows:

At 7 days (1 day in moist air and 6 days in water), 175 pounds.

At 28 days (1 day in moist air and 27 days in water), 250 "

Cement testing neat below 600 pounds at 28 days and showing a retrogression below the seven day test, will be rejected.

The sand test must in all cases show an increase in strength at 28 days over the 7 day tests.

Soundness: Pats of neat cement about three inches in diameter, one-half inch in thickness at the center and tapering to a thin edge, shall be kept in moist air for a period of twenty-four hours. A pat will then be kept in air of normal temperature for at least twenty-eight days. Another pat will be exposed in an atmosphere of steam, above boiling water in a loosely closed vessel for five hours. These pats to satisfactorily pass the requirements, must remain firm and hard and show no signs of distortion, checking, cracking, blotching, or disintegration. Neat cement shall develop initial set in not less than thirty minutes, and must not develop hard set in less than one hour but must develop final set in less than ten hours. No cement will be permitted to be used in the work until after the seventh day test as above prescribed.

SAND: All sand must be fresh water sand, clean, hard and sharp and contain not more than two per cent., of foreign matter of any kind. The sand shall pass a screen having four (4) meshes to the lineal inch. Not more than twenty-five per cent., shall pass a screen having 50 meshes per lineal inch and not more than five per cent., shall pass a screen having

100 meshes per lineal inch.

BROKEN STONE OR GRAVEL: Broken stone or gravel shall be of clean, hard, durable rock, free from all deleterious matter. It shall be of such size that it will pass a 1 1/2 inch round opening and be retained on a screen having one-quarter inch openings and not less than thirty per cent., of its volume shall be material which will pass a 3/4 inch mesh screen and shall range in size from the minimum noted above to one and one half inches in greatest dimension maximum, it being understood that the Superintendent of Streets has the right to reject any and all materials which do not conform to these specifications.

CONCRETE: All concrete shall be composed of one (1) part Portland cement, two (2) parts of sand and four (4) parts of broken stone or gravel.

MIXING AND PLACING CONCRETE: All proportions shall be obtained by actual measurement in boxes and no material shall be used that has not been thus measured. All mixing shall be done in batch mixers of an approved type and mixing shall continue after all materials are in the drum for at least one minute at a minimum speed of twelve revolutions per minute.

The drum shall be completely emptied before receiving materials for successive batches.

RETEMPERING: Retempering of mortar or concrete which has partially hardened, that is remixing with or without additional materials or water, shall not be permitted.

CONSISTENCY: The materials shall be mixed with sufficient water to produce a concrete which will hold its shape when struck off with a template. The consistency shall be such as not to cause a separation of the mortar from the coarse aggregate in handling. Should a deficiency of mortar exist in the concrete mixture, it shall be remedied by varying the proportion of gravel or broken stone and not by adding a greater proportion of sand.

GENERAL REQUIREMENTS: All work shall be executed in every respect in a thorough and workmanlike manner. The contractor shall preserve all stakes set for lines, levels or measurements of the work in their proper places until authorized to remove them by the City Engineer and any expense incurred in replacing said stakes which the contractor or his subordinates may have failed to preserve, shall be borne by the contractor. Any overseer, superintendent, laborer or other person employed on the work by the contractor, who shall perform his work in a manner contrary to these specifications, shall be discharged immediately and such person shall not be employed again on the work. All loss or damage arising from any unforeseen obstruction or difficulties that may be encountered in the prosecution of the work, or from any action of the elements prior to the final acceptance of the work or from any action or omission not authorized by these specifications, on the part of the contractor or any agent or person employed by him, shall be sustained by the contractor. No work which may be defective in its construction or deficient in any of the requirements of these specifications, will be considered as accepted in consequence of the failure of any officer of the city or any inspector connected with the work to point out said defects or deficiencies during the construction and the contractor shall correct any imperfect work whenever discovered, before the final acceptance of the work. The contractor assumes all risk of variance in any computation or statement of amounts or quantities necessary to complete the work required by this contract and agrees to furnish all necessary labor and materials and to fully complete said work in accordance with the plans and specifications and to the satisfaction of the City Engineer. Bidders must examine and judge for themselves as to the location of the work, the nature of the excavations to be made and the work to be done. The contractor shall give twenty-four hours notice in writing when he will require the services of the City Engineer for laying out any portion of the work. He shall dig all stake holes necessary to give lines and levels. The contractor shall not disturb any monuments or stakes found on the line of the improvements until ordered by the City Engineer, and said contractor shall bear the expense of resetting any monuments or stakes which may be disturbed with-

out orders. The contractor shall prosecute work only in the presence of an inspector or other representative of the City Engineer and any work done in the absence of said inspector shall be subject to rejection. The contractor shall remove at his own expense, all obstructions such as trees, stones, debris, etc., that may be in the way of making the proposed improvements. The contractor shall be required to observe all the ordinances of the City of San Diego, in relation to the obstruction of streets, keeping open passage-ways and protecting the same where they are exposed and would be dangerous to public travel. He shall also erect and keep erected by day and by night, a fence or proper barrier along the line of the work and across the ends of the same, in order to guard the public effectively from danger of falling into trenches or from upsetting their vehicles against the earth thrown up during the progress of the work and he shall post all proper notices and signals to the public of the state of the street while the work is in progress. A red light must be maintained at night at each end of the barriers from sunset until sunrise. In case it should be necessary to move the property of any owner of a public utility or franchise, such owner will, upon application by the contractor, be notified by the Superintendent of Streets to move such property within a specified reasonable time and the contractor shall not interfere with said property until after the expiration of the time specified. The right is reserved to the owners of public utilities and franchises to enter upon the street for the purpose of making repairs or changes on their property that may become necessary by the work. The city shall also have the privilege of entering upon the street for the purpose of repairing culverts or storm drains. The contractor shall remove all surplus material and rubbish from the work after its completion and before he makes application for the acceptance of the work. The contractor shall notify the City Engineer when he desires a final inspection of the work, when the latter will, as soon as possible, make the necessary examination, and if the work is found in compliance with the above specifications, the City Engineer will furnish the contractor with a certificate to that effect. When, in the specifications, a maximum or minimum, either in size, percentage or thickness, or relating to quality or character, or other matter, is allowed or prescribed, the work shall be accepted as in compliance therewith, if within such maximum or minimum so allowed hereby. Whenever the word "contractor" is used in these specifications, it refers to the party or parties of the second part in the agreement for the construction of the work herein specified. Whenever the words "Superintendent of Street", "City Engineer" are used in these specifications, they refer, respectively, to the Superintendent of Streets and the City Engineer of the City of San Diego, California.

(BLUE PRINT ATTACHED)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA, and FAIRCHILD-GILMORE-WILTON COMPANY, for Paving Biological Grade, being Document No. 103591.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS AGREEMENT made and entered into this 27th day of November, A. D. 1916, 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 S. SALAZAR, party of the second part, WITNESSETH:

That said party of the first part does by these presents demise and lease unto the said party of the second part the following described property:

The northwest quarter of the northwest quarter of Section 19, Township 17 South, Range

4 East, S. B. M.

The northeast quarter of the northeast quarter of Section 24, Township 17 South, Range 3 East, S. B. M.

The south half of the south half of Section 13, Township 17 South, Range 3 East, S. B. M., all in the County of San Diego, State of California; for a period extending from the date of this lease to and including the 31st day of December, 1917.

It is further agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall said party of the second part have the right to sublet the leased premises, or any part thereof.

It is further agreed by and between the parties hereto that the above described land is leased to the party of the second part for the pasturage of horses and cattle only, and for no other purpose or purposes. The party of the second part further agrees that the party of the first part, or its employees, shall be allowed the privilege of pasturing not to exceed ten head of horses or cattle on said land at any time during the life of this lease.

This lease is granted in consideration of the execution of a certain grant deed by the party of the second part to the party of the first part, conveying a certain strip of land fifty feet in width, twenty-five feet on either side of that certain concrete conduit belonging to the City of San Diego, and running in an easterly and westerly direction through the south half of the northwest quarter of Section 20, Township 17 South, Range 4 East, S. B. M., said grant deed being executed on the 21st day of June, 1915.

Said party of the second part agrees that said party of the first part shall be allowed to use any and all roads across the land hereby leased.

Said party of the second part agrees to quit and surrender the said premises in as good state as reasonable use thereof will permit, at the end of the term of this lease; and the said party of the first part hereby covenants, promises and agrees with the said party of the second part, that in consideration of the execution of said deed by said party of the second part, the party of the second part shall and may peaceably and quietly have, hold and enjoy said premises for the term aforesaid.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by a majority of the members of the Common Council of said City, and the said party of the second part has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt

C. W. Fox,

P. J. Benbough,

Walter P. Moore.

Herbert R. Fay,

Members of the Common Council

Sicilio Salazar,

Lessee.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 21st day of November, A. D. 1916.

T. B. Cosgrove, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE from CITY OF SAN DIEGO, CALIFORNIA, to SICILIO SALAZAR, being Document No. 104516.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that D. L. BISSELL, of the City of San Diego, State of California, as Principal, and the COMMONWEALTH BONDING AND CASUALTY INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Arizona, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Thirty Thousand Dollars (\$30,000.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of August, 1914.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of a complete conduit along the Cottonwood Creek, a distance of about sixteen thousand seven hundred (16,700) feet, at a point east of Barrett Damsite and west of Morena damsite, 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 City of San Diego on the 15th day of July, 1914, marked Document No. 79004, and endorsed, "Plans and specifications conduit along Cottonwood Creek"; said plans consisting of 37 sheets and said specifications consisting of 25 sheets, and copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided, and reference is hereby made to said contract, and to said plans and specifications for a particular description of the work to be done.

And, whereas, the aforesaid penal sum of Thirty Thousand Dollars (\$30,000.00), 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 of any and all persons, companies, or corporations who perform labor on or furnish materials to be used in the said work.

Now therefore, if the above bounden Principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, that the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An act to secure the payment of the claims of materialmen, mechanics, or laborers employed by contractors upon state, municipal or other public work', approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand, and the said Surety has caused these presents to be executed and its corporate seal to be hereunto attached by its proper officers, the day and year first hereinabove written.

D. L. Bissell

Principal

COMMONWEALTH BONDING AND CASUALTY INSURANCE COMPANY.

Surety.

By Edson D. Rood,

Attorney-in-Fact

By Marks P. Mossholder,

Attorney-in-Fact.

(SEAL)

I hereby approve the form of the within Bond, this 13th day of August, 1914.

T. B. Cosgrove, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of August, 1914.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that D. L. BISSELL, of the City of San Diego, State of California, as Principal, and the COMMONWEALTH BONDING AND CASUALTY INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of Arizona as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Fifteen Thousand Dollars (\$15,000.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of August, 1914.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of a complete conduit along the Cottonwood Creek, a distance of about sixteen thousand seven hundred (16,700) feet, at a point east of Barrett damsite and west of Morena damsite, 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 City of San Diego on the 15th day of July, 1914, marked Document No. 79004 and endorsed, "Plans and specifications conduit along Cottonwood Creek"; said plans consisting of 37 sheets and said specifications consisting of 25 sheets, and 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, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand, and the said Surety has caused these presents to be executed and its corporate seal to be hereunto attached by its duly authorized officers the day and year first above written.

D. L. Bissell,

Principal.

COMMONWEALTH BONDING AND CASUALTY INSURANCE COMPANY
Surety

By Edson D. Rood

Attorney-in-Fact

By Marks P. Mossholder,

Attorney-in-Fact

(SEAL)

I hereby approve the form of the within Bond, this 13th day of August, 1914.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego,

California, this 17th day of August, 1914.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

(SEAL) ATTEST:

Allen H. Wright, City Clerk.

By Hugh A. Sanders, Deputy.

Members of the Common Council.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 12th day of August, A. D. 1914, by and 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 Common Council, hereinafter sometimes designated as the City, and D. L. BISSELL, of the City of San Diego, State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said City, and the sums of money hereinafter designated to be paid to said 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, appliances, equipment, plant and transportation, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct and install a complete conduit along the Cottonwood Creek, for a distance of about sixteen thousand seven hundred (16700) feet, at a point east of Barrett damsite and west of Morena damsite, in the County of San Diego, State of California all as more particularly shown and in detail set forth in those certain plans and specifications on file in the office of the City Clerk of said City, filed July 15, 1914, marked Document No. 79004, and endorsed "Plans and Specifications Conduit along Cottonwood Creek"; said plans consisting of 37 sheets and said specifications consisting of 25 sheets, true copies of which plans and specifications are hereto annexed, marked "Exhibit A", and are hereby incorporated herein, and by reference thereto made a part of this contract as fully as if written out and incorporated into this paragraph of this contract.

Said Contractor hereby agrees that he will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work and improvement as specified in said specifications and as shown upon said plans, as the same may be interpreted by the Hydraulic Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon each such plans and specifications by said Common Council.

Said Contractor agrees to do and perform all of the said work of erection, construction and installation, and to furnish all labor, materials and equipment necessary or incidental thereto, as shown on said plans and specifications, at and for the price of Forty Thousand Nine Hundred Seventy-eight and 50/100 Dollars (\$40,978.50). Said Contractor agrees to commence said work within not to exceed ten (10) days after the service of written notice so to do, and to prosecute the same diligently and with a sufficient force of men and equipment so that all of the work provided for in this contract shall be completed within four (4) months after the signing of this contract.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor undertaken by him to be performed, and the acceptance of said work and construction by the said City, will pay said Contractor in warrants drawn upon the proper fund of said City, the sum of Forty Thousand Nine Hundred Seventy-eight and 50/100 Dollars (\$40,978.50).

Said payments to be made as follows:

Said Hydraulic Engineer of said City shall, on or before the 10th day of each month, make an estimate of the amount of work properly performed and completed during the preceding month, and in such condition as to be accepted by said City, and on such estimate being made and reported to the Common Council of said and having been accepted by them, and such estimate being then reported to the Auditing Committee of said City of San Diego, eighty per cent (80%) of the amount estimated by said Hydraulic Engineer to have been done, shall be paid, and twenty per cent (20%) of the whole estimate and of all the work so performed, shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said contract and the acceptance of the work and construction thereunder by said Common Council, when on proof to said Common Council that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

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

Said Contractor further agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claim and liability by reason of the Workmens' Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City of San Diego 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 and construction specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of 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, upon any of the work by this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof", approved March 10, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than Two Dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council of said City, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City of San Diego, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the said City (as determined by said Common Council) of the remaining unused material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the said City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the said City to annul the contract, nor shall the failure of said City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress during any month or series of successive months, be construed as a waiver of the right of the said City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Hydraulic Engineer of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of him to be outside the requirements of the contract, or considers any record or ruling of the Hydraulic Engineer as unfair, he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the execution of the work to be done under these plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, 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.

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; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

The plans and specifications attached hereto are intended to cooperate, so that any work exhibited on the plans and not mentioned in the specifications, or vice versa, is to be executed as if mentioned in the specifications and set forth in the plans, to the true intent and meaning of said plans and specifications, without any extra charge whatsoever.

It is mutually agreed and understood between the parties to this contract, that in view of the fact that the specifications are based upon approximate quantities, the exact and precise amounts of which are capable of absolute determination only upon the completion of the work, in the event that the amounts specified in this contract being either too great or too small to completely pay for the work done under this contract, then and in that instance, such deduction shall be made from the sum specified in this contract, or such addition shall be made to said sum as the completed work shall show should be deducted or should be added, and in the event that a deduction or addition is necessary, then such deduction

or addition shall be made at the unit prices specified in the bid of the said D. L. Bissell, the party of the second part herein, a copy of which bid, showing the unit price for the different items of construction, is herein set forth and shall determine the deductions or additions to be made in case of a variance from the approximations shown in the plans and specifications.

Item	Quantity	Description	Unit Price	Total
a	4,000 Cu. Yds.	Solid Rock Excavation	\$1.24 Cu. yd.	\$4960
b	6,000 " "	Loose Rock Excavation	.66¢ " "	3960
c	14,000 " "	Earth Excavation	.40¢ " "	5600
c-1	10 acres	Clearing and Grubbing	12.00 per acre	120
d	1,500 ft.	Steel flume, #20 gauge with an area of not less than 12½ sq. ft. Contractors to show type of flume upon which they bid with full description of same including sketches.	3.80 per ft.	5700
e	1,500 ft.	Steel flume, #18 gauge with an area of not less than 12½ sq.ft. Contractors to show type of flume upon which they bid with full description of same including sketches	4.20 per ft.	6300
f	500 ft.	Steel flume, #20 gauge with an area of not less than 10½ sq.ft. Contractors to show type of flume upon which they bid with full description of same including sketches	3.30 per ft.	1650
g	500 ft.	Steel flume, #18 gauge with an area of not less than 10½ sq.ft. Contractors to show type of flume upon which they bid with full description of same including sketches	3.70 per ft.	1850
h	2,000 lin ft.	Trestle, Approximately 40,000 Board Measure	40. per M ft.	1600
i	1,200 ft.	Arched Concrete Conduit, as per sketches and specifications, approximately 225 cu. yds. concrete mixture 1:2:4	8.40 per cu. yd	1890
j	1,200 ft.	Arched Concrete Conduit, as per sketches and specifications, approximately 225 cu. yds. Concrete mixture 1:2½:5	8.10 " " "	1822.50
k	2,000 ft	Concrete box flume, Approximately 280 cu. yds. 1:2:4 concrete	8.10 " " "	2268
l	2,000 ft.	Concrete Box Flume, Approximately 280 cu. yds. 1:2½:5 concrete	8.10 " " "	2268
m	1,200 lin. ft.	Concrete flume cover, Approximately 70 cu. yds. 1:2:4 Concrete, without reinforcement	8.10 " " "	567
n	3,000 lbs.	1/4" No. 14 gauge Reinforcing mesh, plain steel, wire, without galvanizing, to be used in concrete conduit covers, price per pound in place	5¢ per lb.	150
o	6,100 ft.	Concrete Conduit where form work is necessary, sides of varying slopes from one horizontal to one vertical to a vertical wall; Approximately 680 cu. yds.	8.20 per cu.yd.	5576
p	5,000 ft.	Concrete Conduit, side walls with slopes of one horizontal to one vertical or greater slopes where form work is not necessary. Approximately 560 cu. yds.	8.20 cu. yd.	4592
q	60 cu. yds.	Concrete for miscellaneous foundation work, 1 cement, 2½ sand, 5 gravel	8.00 cu. yd.	480
r	10,000 M	#1 Merchantable Oregon Fir or Redwood Lumber of sizes and dimensions as will be supplied from time to time by the Engineer, to be used for miscellaneous work not mentioned in specifications	40.00 per M ft.	400
s	1,000	Expansion Joints for Concrete Conduit, type as shown by sketch and given in the specifications of the Department of Water	30¢ each	300
t	1,000	Expansion Joints for Concrete Conduit, type proposed to be furnished by contractor, sketches and complete description to accompany bid.		

u	126 cu. yds.	Concrete settling reservoir, price per cubic yard of concrete in place	8.00 cu. yd.	1008
v	1,500 cu. yds.	Sand Excavation in reservoir site, price per cubic yard for excavation of sand	15¢ cu. yd.	225
w		Time in which contractor proposes to complete the work as enumerated in these specifications	4 mos.	

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has hereunto set his hand and seal the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

D. L. Bissell,

Contractor

I hereby approve the form of the foregoing contract, this 12th day of August, 1914.

T. B. Cosgrove,

City Attorney.

DEPARTMENT OF WATER
City of San Diego
H. R. Fay, Supt.

SPECIFICATIONS FOR THE INSTALLATION OF COMPLETE CONDUIT FROM THE INTAKE OF THE PRESENT CONCRETE CONDUIT ALONG COTTONWOOD CREEK, EAST FOR A DISTANCE OF ABOUT SIXTEEN THOUSAND, SEVEN HUNDRED FEET TO WHAT IS KNOWN AS SALAZAR'S LOWER DAMSITE.

GENERAL STIPULATIONS OF THE SPECIFICATIONS GOVERNING CONTRACTS ON THE EXCAVATION AND INSTALLATION OF CONCRETE, WOOD AND STEEL CONDUIT AND FLUME, SETTLING RESERVOIRS, DAMS, ETC. NECESSARY FOR THE INSTALLATION OF COMPLETE CONDUIT FROM THE INTAKE OF THE PRESENT CONCRETE CONDUIT ALONG COTTONWOOD CREEK, EAST FOR A DISTANCE OF ABOUT SIXTEEN THOUSAND, SEVEN HUNDRED FEET TO WHAT IS KNOWN AS SALAZAR'S LOWER DAM SITE.

Form of Proposals and Signature

1. The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked and addressed as required in the advertisement, stating, in writing and in figures, the sum of money for which the bidder proposes to supply the materials and perform the work required by the drawings and specifications, the unit prices, and the separate estimate called for in the proposal. It must be signed with the full name and address of the bidder; if a co-partnership, the co-partnership name by a member of the firm, with the name and address in full of each member; and if a corporation, by an officer in the corporate name, with the corporate seal attached to such signature. No telegraphic proposal or telegraphic modification of proposal will be considered.

Proposals

2. All blank spaces in the proposal must be filled in, and no change shall be made in the phraseology of the proposal, or addition to the items mentioned therein. Any conditions, limitations, or provisos attached to a proposal will be liable to render it informal and

may cause rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. If a bidder wishes to withdraw his proposal he may do so before the time fixed for the opening, without prejudice to himself, by communicating his purpose in writing to the officer who holds it. No bids received after the time set for opening the proposals will be considered.

Certified Check

3. Each bidder must submit with his proposal a certified check for the sum stated in the advertisement, drawn to the order of the City of San Diego; and if, for any reason whatever, the bidder withdraws from the competition after the opening of the bids or refuses to execute the contract and bond as required, if his bid is accepted, the proceeds of said check shall become the property of the City of San Diego. Checks submitted by the unsuccessful bidders will be returned after the approval of the contract and bond executed by the successful bidder.

Labor

4. In all construction work no foreign labor shall be employed. Preference shall be given to the citizens of San Diego if proper labor can be obtained therefrom.

Award

5. The bidder to whom award is made will be required to enter into a written contract with the City of San Diego, with good and approved security as herein specified, within ten days after receiving such contract for execution. The contract which the bidder promises to enter into shall be, in its general provisions, in the form adopted by the City of San Diego, copies of which can be inspected at the office of the City Clerk and will be furnished, if desired, to parties proposing to bid. If the bidder to whom the first award is made should fail to enter into a contract as herein provided, then the award may be annulled and the contract let to the next most desirable bidder in the opinion of the Superintendent of the Department of Water; and such bidder shall be required to fulfill every stipulation embraced herein as if he were the original party to whom the award was made. A copy of the advertisement and of the general conditions and detail specifications will be attached to and form part of the contract. A corporation or party to which the contract is awarded will be required, before the contract is finally executed, to furnish certificate as to its corporate existence, with evidence to show that the officer signing the contract is duly authorized to do so on behalf of the corporation or party.

Contractor's Bond

6. The contractor will be required to give a bond in the sum of 20 per cent of the amount of the contract, unless a different amount is specified in the advertisement or proposal, conditioned upon the faithful performance by the contractor of all the covenants, stipulations, and agreements in the contract. If at any time during the continuance of the contract the sureties, or any of them, shall die, or become irresponsible in the opinion of the Superintendent of the Department of Water, he shall have the right to acquire additional and sufficient sureties, which the contractor shall furnish to the satisfaction of that officer within ten days after notice, and in default thereof the contract may be annulled by the Superintendent of the Department of Water and the work carried to completion in the manner provided in the contract.

Transfers

7. Transfers of a contract, or of any interest therein, is prohibited except by written consent of the Common Council of the City of San Diego, California.

Engineer

8. Where the word "Engineer" is used in the general conditions or detail specifications, or in the contract, it shall be and is mutually understood to refer to the Hydraulic

Engineer of the Department of Water, or any of his authorized assistants or inspectors, limited by the particular duties intrusted to them, The engineer will give the locations and the grades for the work, and no work depending on such locations and grades will be commenced until these have been established. It shall be his duty to point out to the contractor any neglect or disregard of the plans, specifications, and general conditions of the contract. Upon all questions concerning the execution of the work and the classification of the material, in accordance with the specifications, the decision of the engineer shall be binding on both parties. All materials furnished and all work done shall be subject to rigid inspection, and if not in accordance with the specifications, in the opinion of the engineer, shall be made to conform thereto. Unsatisfactory material will be rejected and shall be immediately removed from the premises, at the cost of the contractor if so ordered by the engineer.

Contractor

9. Whenever the word "contractor" is used, it shall be held to mean the party, firm, or corporation with whom the contract is made by the City of San Diego for the construction of the work, the agent of this party who may be appointed to represent him in the execution of the work, or the legal representatives of the contractor. The foreman in charge of the work will be held to represent the contractor during the absence of the latter or his designated agent.

Instructions and Plans

10. The contractor shall at all times keep upon the work a copy of the plans and specifications, so that reference may be made thereto by the engineer, in case of misunderstanding or misconstruction. Instruction given to the contractor's foreman or agent on the work, by the engineer, shall be considered as having been given to the contractor himself.

Local Conditions

11. Bidders must satisfy themselves as to the nature of the material and as to all local conditions affecting the work, and no information derived from the maps, plans, specifications, profiles, or drawings, or from the engineer or his assistants, will in any way relieve the contractor from any risks or from fulfilling all the terms of his contract.

Damages

12. The contractor will be held responsible for and, be required to make good, at his own expense, any and all damages, of whatsoever nature, to persons or property caused by carelessness, neglect, or want of due precaution on the part of the contractor, his agents, employees, or workmen by trespass upon the premises or lands of persons in the vicinity of the works, and will discharge, at the request of the engineer, anyone in his employ who may be guilty of committing such damage.

Drawings & Specifications

13. Drawings and specification requirements.-- Any drawings or plans which may be listed in the detail specifications shall, together with such detail specifications be regarded as forming part hereof and of the contract. The engineer will furnish from time to time such detail drawings, plans, profiles, and special specifications as may be necessary to enable the contractor to complete the work in a satisfactory manner. The general conditions and detail specifications shall apply to all work done or material furnished, and shall control the special specifications where the latter are silent. In case of conflict in the general conditions, the detail specifications, and the special specifications, the last shall control in the particular work to which they apply.

Experience

14. Bidders must, if required, present satisfactory evidence that they have been regularly engaged in the business of constructing such work as they propose to execute, and

that they are fully prepared with the necessary capital, machinery, and material to begin the work promptly and to conduct it to the satisfaction of the Department of Water.

Character of Workmen

15. The contractor shall discharge from his service, when required by the engineer, any disorderly, dangerous, insubordinate, or incompetent person employed on or in the vicinity of the works under construction by the City of San Diego. None but skilled foremen or workmen shall be employed on work requiring special qualifications, as tunnels, concrete work, etc.

Methods and Appliances

16. The methods and appliances adopted by the contractor must enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the engineer may order the contractor to improve their character, or increase their efficiency, and the contractor must conform to such order; but the failure of the engineer to order such improvement of methods or increase of efficiency will not relieve the contractor from his obligations to perform good work or finish it in the time agreed upon.

Material and Workmanship

17. All materials must be of the specified quality and fully equal to approved samples, when samples are required. All work must be done in a thorough workmanlike manner by mechanics skilled in their various trades, notwithstanding any omission from the drawings or specifications; and anything mentioned in the specifications and not shown in the drawings, or shown in the drawings and not mentioned in the specifications, must be done as though shown or mentioned in both.

Samples

18. The contractor shall submit samples of any or all materials proposed to be used in the work if required to do so by the engineer.

Delays.

19. The contractor shall not be entitled to any compensation for delays or hindrances to the work from any cause whatever. Extension of time will be allowed for unavoidable delays, such as may result from causes which, in the opinion of the engineer, approved by the Superintendent of the Department of Water, are undoubtedly beyond the control of the contractor, such as acts of Providence, fortuitous events, or the like. If any delay or hindrance is caused by specific instructions on the part of the Superintendent of the Department of Water or the engineer, or by their failure to provide material sufficient to carry on the work, or to give such instructions as may be necessary for the same, or to provide necessary right of way, then such delay will entitle the contractor to an extension of time equivalent to the time lost by such delay. The engineer must receive from the contractor a written notice of claim for such delay before any extension of time will be allowed. Any extension of time, however, shall not release the sureties from their obligation, which shall remain in full force and effect until the discharge of contract. In case the contractor should fail to complete the work in the time agreed upon in the contract, or in such extra time as may have been allowed for delays, as herein provided, the engineer shall compute and appraise the direct damages for the loss sustained by the City of San Diego on account of further employment of engineers, inspectors, and other employees, including all disbursements on the engineering account, properly chargeable to the work as liquidated damages. The amount so appraised and computed shall be deducted from any money due the contractor under his contract. The decision of the Hydraulic Engineer as to the appraisal of such damages shall be final and binding on both parties. Any provisions in the detail specifications concerning deduction for delay shall be held as modifying or revoking the provi-

sions herein.

Suspension of contract.

20. Should the contractor fail to begin the work within the time required, or fail to begin the delivery of material as provided in the contract, or fail to prosecute the work of delivery in such manner as to insure a full compliance with the contract within the time limit, or should any question arise as to whether or not the contractor is properly carrying out the provisions of his contract in their true intent and meaning, at any time during the progress of the work, notice thereof in writing shall be served upon him, and upon his neglect or refusal to provide means for a more energetic and satisfactory compliance with the contract within the time specified in such notice, then and in either case the Superintendent of the Department of Water shall have the power to suspend the operation of the contract, and he may take possession of all machinery, tools, appliances, and animals employed on any of the works to be constructed under the contract and of all materials belonging to the contractor delivered on the ground, and may use the same to complete the work, or he may employ other parties to carry the contract to completion, substitute other machinery or materials, purchase the material contracted for in such manner as he may deem proper, or hire such force and buy such machinery, tools, appliances, materials, and animals at the contractor's expense as may be necessary for the proper conduct of the work and for finishing it in the time agreed upon. Any excess of cost arising therefrom over and above the contract price will be charged against the contractor and his sureties, who shall be liable therefor. The failure to order improvement of methods or increase of force, plant, or efficiencies will not relieve the contractor from his obligation to perform good work or finish in the time agreed upon.

Climatic conditions

21. The engineer may order the contractor to suspend any work that may be damaged by inclemency of the weather or other climatic conditions (as, for example, excessive cold or heat) and due allowance shall be made to the contractor for the time actually lost by him on account of such suspension.

Quantities

22. The quantities given in the proposal are for the purpose of comparing bids, and are approximate only, and no claim shall be made against the City of San Diego on account of any excess or deficiency, absolute or relative, in the same.

Changes.

23. The Superintendent of the Department of Water reserves the right to make such changes in the specifications of work or material at any time as may be deemed advisable, without notice to the surety or sureties or the bond given to secure compliance with the contract, by adding thereto or deducting therefrom, at the unit prices of the contract, or at such allowances for changes of materials as shall be binding on both parties. The right to make material changes in the quantities listed in the proposal is an essential part of the contract, and bidders must make their estimates accordingly. Should any change be made in a particular piece of work after it has been commenced, so that the contractor is put to extra expense, the engineer shall make reasonable allowance therefor, which action shall be binding on both parties. Claim for payment for extra work or for work not provided for in the specifications will not be allowed unless such work shall have been previously ordered in writing by the engineer. Demand for such extra payment must be accompanied by the certificate of the engineer that such work has been satisfactorily performed or the material furnished, and stating the amount to be allowed therefor, which amount, when no price for work of such kind is specified in the proposal, shall be the reasonable actual cost to the contractor, plus 15 percent. Such demand must be made before the time of the payment follow-

ing the completion of said extra work, or the furnishing of the material.

Structural Difficulties.

24. Should structural difficulties prevent the execution of the work as described in the plans and specifications, necessary deviations therefrom may be permitted by the engineer, but must be without additional cost to the City of San Diego.

Inspection of Work.

25. The engineers and inspectors appointed by the Superintendent of the Department of Water shall at all times have the right to inspect the work and materials. The contractor shall furnish such persons reasonable facilities for obtaining such information as they desire respecting the progress and manner of the work and the character of the material, including all information necessary to determine the cost of the work, such as the number of men employed, their pay, the time during which they worked on the various classes of construction, etc. He shall, when required, furnish the engineer and his assistants meals and camp accommodations at reasonable prices at any camp under his control. Whenever the contractor shall decide to inaugurate night work, or to otherwise vary the period during which work is carried on each day, he shall give due notice to the engineer so that proper inspection may be provided for. Such work shall be done under regulations to be furnished in writing by the engineer, and no extra compensation shall be allowed therefor.

Removal of Defective work

26. The contractor shall remove and rebuild, at his own expense, any part of the work which has been improperly executed, even though such work should have been already allowed for in the monthly estimates. The engineer shall give to the contractor written notice of such defective work, when found. If the contractor refuses or neglects to replace such defective work, it may be replaced by the City of San Diego at the contractor's expense.

Protection of Finished Work and Cleaning Up

27. The contractor will be held responsible for any material furnished to him, and for the care of any finished work until final completion of the work, and will be required to make good, at his own cost, any damage or injury it may sustain from any cause. He shall take all risks from floods and casualties of every description and make no charge for detention from such causes. He may, however, be allowed a reasonable extension of time on account of such detention, as provided herein. The contractor shall remove all rubbish and unused material upon completion of the work, and place the premises in a condition satisfactory to the engineer.

Errors and Omissions

28. The contractor will not be allowed to take advantage of any error or omission in these specifications, as full instructions will always be given should such error or omission be discovered.

Roads and Fences

29. All roads crossing the work and subject to interference therefrom, must be kept open until proper bridges or crossings are provided if necessary, and all fences crossing the work must be kept up by the contractor until the work is finished.

Bench-Marks, Stakes, Etc.

30. All benchmarks and side-slope stakes must be carefully preserved by the contractor, and in case of their willful or careless destruction or removal by him or any of his employes such stakes shall be replaced by the engineer at the contractor's expense.

Right of Way

31. The right of way for the works to be constructed and for all necessary borrow-pits, spoil-banks, ditches, roads, etc., will be provided by the City of San Diego.

Sanitation

32. The Hydraulic Engineer, in conjunction with the Health Officer of the City of San Diego, may establish rules of sanitation, police regulations, etc.

Use of Liquor.

33. The use and sale of intoxicating liquor will be absolutely prohibited on the work except under the direction and supervision of the engineer or his agent, and then only for medicinal purposes.

Claims for Work and Material

34. The contractor shall promptly make payments to all persons supplying labor and materials in the prosecution of the work, and a condition to this effect shall be incorporated in the bond to be given by the contractor.

Payments

35. Payments will be made to the contractor as follows: At the end of each calendar month the engineer shall make an approximate measurement of all the work done up to that date, and an estimate of the value of the same at the prices agreed upon in the contract. A deduction of 20 per cent shall be made from this estimated amount, and from the balance shall be deducted the amount of all previous payments. The remainder shall be paid to the contractor upon the presentation of proper accounts. The 20 per cent so deducted shall be retained by the City of San Diego until the work shall have been completed to the entire satisfaction of the Hydraulic Engineer and the Superintendent of the Department of Water, and then be payable to the contractor, his heirs, assigns, or legal representatives; provided, however, that in the event of a default on the part of the contractor all moneys retained under this paragraph in the hands of the City of San Diego shall be and become absolutely the property of the City of San Diego in reimbursement of any damages which may result through the failure of the contractor to fully and satisfactorily comply with the terms and conditions of his contract. After 50 per cent of the work shall have been completed the foregoing deduction of 20 per cent shall no longer be made but the contractor shall be paid the full value of the work done during each month. The balance due upon the completion of the work shall be paid as provided for under "Claims for Work and Material."

DETAILED SPECIFICATIONS FOR THE CON-
STRUCTION OF CONCRETE OPEN FLUME,
CONCRETE CLOSED TYPE OF AQUEDUCT AND
WOOD TRESTLE.

These specifications shall include all the work necessary for the excavation with embankments and the lining of the ditch proper, in conformity with these specifications and the grade stakes, together with such sketches as may be given to the Contractor from time to time by the Hydraulic Engineer, necessary for the complete construction of concrete open type of conduit, enclosed type of conduit, steel flume supported upon wood trestles of a height as indicated by sketches furnished by the Department of Water from time to time and the concrete open type of reservoir built according to drawings on file in the Department of Water.

ROADS: The Department of Water of the City of San Diego is at the present time building a road adjacent to the flume line that will make it practicable for the contractor to haul his material from the City of San Diego to the work. The city is constructing a new road from what is known as the Barrett Road down into the Valley and adjacent to the line of conduit and at no place from the Barrett Road down into the valley and along the conduit line will the grade of this road be more than five per cent up hill haul and in most cases the road will be practically level but the Contractor will have to visit the location of the work and judge for himself the conditions with which he will have to contend.

TELEPHONES:

There is a telephone line leading up the valley and contractors will be given the use of an extension, provided they at all times comply with the rules which may be established by the Department of Water regarding the use of same.

NATURE OF COUNTRY:

For a part of the way, about 2,000 feet, the flume runs along the steep mountainside covered by heavy boulders. There is a complete set of photographs on file in the office of the Department of Water showing the nature of the country through which the flume will pass. It will run on the north side of the river bank for almost the entire length.

DRAWINGS:

The drawings on file in the Department of Water consist of:

- 1: Nine sheets showing the contours of Cottonwood Valley.
- 2: Location of the proposed conduit line.
- 3: Plan of the proposed conduit line.
- 4: Typical sections of the conduit giving hydraulic elements, areas, capacities, etc.
- 5: Sketch of settling reservoir.

CLEARING AND GRUBBING:

The right-of-way as given by grade stakes shall be cleared at least ten feet on each side of the conduit for its entire length. This shall include trees, logs, underbrush, sage brush and other perishable matter, also all loose rocks, or any material of any nature that is in danger of falling into the conduit as may be indicated by the City's inspector. Clearing and grubbing shall be paid for by the acre.

REMOVING TOP SOIL:

Before the general excavation for any portion of the conduit or any of its appurtenances is begun, the contractor shall remove the top soil from the sites of all excavations, embankments, and spoil banks to such widths and depths as the Hydraulic Engineer may require.

EXCAVATION IN EARTH:

When in earth, the bottom of the trench for the conduit shall be excavated to the shape, lines and grades required. In no case shall the earth be plowed or loosened by machinery or blasting nearer than 6 inches to the finished subgrade, or nearer than 6 inches to the sides against which the masonry is to be placed unless otherwise ordered by the Hydraulic Engineer. The remainder shall be excavated with pick and shovel just before the masonry is placed. Whenever the materials at the established subgrade are too soft or unsatisfactory for supporting the conduit, the materials shall be excavated to such additional depth as the Hydraulic Engineer may require. Spaces thus excavated shall be filled with concrete or with selected suitable materials, such as a proper mixture of clay and gravel thoroughly compacted by ramming or otherwise. Such excavations shall be ordered in writing by the Engineer.

EXCAVATION IN ROCK

Whenever the bottom of the conduit trench is in rock, the excavation shall be made to the required shape as nearly as practicable. It shall be of full size, and when excavation is made outside the limits required, such spaces shall be filled with concrete at the Contractor's expense.

BACK FILLING

In case there is back filling necessary after the completion of the masonry work the space shall be filled with suitable materials selected from those excavated. The back fill shall be thoroughly compacted by puddling, ramming, or other approved means. The top grades and slopes shall be to such lines and grades as may be designated either on drawings or grade stakes.

SURPLUS MATERIALS

Surplus materials left after filling the trench shall be deposited at such localities and to such lines, grades, and shapes as the Engineer may direct. The hauls shall be made as short as practicable. It is the intention of the Department of Water to have the dirt deposited in such a manner that it will make the burden on the contractor as light as possible and, except where the material comes in the line of the road, in the right of way or some other particularly objectionable place, to have the excavated material deposited along the sides of the conduit.

CLASSIFICATION OF MATERIALS

Excavation shall be divided into three classes, namely: (1) Solid Rock; (2) Loose Rock; (3) Earth; and the Contractor, unless otherwise specified, will be paid for excavation only, it being presumed that there will be sufficient material to take care of such fills as may be necessary along the line of the conduit. If such be not the case, Borrow Pits will be established under the direction of the Engineer and the Contractor will be credited with earth excavation in the Borrow Pits in the regular manner.

Solid Rock will include all loose boulders containing one cubic yard or more and all hard rock of compact strata of six inches or more in thickness which, in the judgment of the Engineer, cannot be loosened except by blasting.

Loose Rock will include all loose boulders containing more than two cubic feet of rock and less than one cubic yard, all materials requiring the use of pick and bar and which cannot be plowed with a strong ten inch grading plow, well handled and drawn by a six horse team.

Earth will include all material of whatever kind which does not clearly belong to one or the other of the foregoing classes.

Whenever material of any kind other than earth is found in a six inch excavation, the contractor shall at once notify the Engineer in charge so that he may make the necessary measurements to determine its classification and quantity. If the Contractor shall fail to give such notice, the Engineer may presume that measurements taken at the time he first sees the material in question will give the true quantity.

PAYMENT

Payments will be allowed according to material excavated, as per schedule in bids and as stated in paragraph 35, pages 11 and 12, of the general stipulations governing this work.

MEASURING

Measuring will be done in the excavation in place according to the grades and grade stakes set by the Engineer. Should it be necessary to excavate or blast deeper than shown by the drawings or grades showing the cross-section of the conduit, an order will be given to that effect with the reasons for same.

SECTIONS AND DIVISIONS OF AQUEDUCT.

The aqueduct as a whole will be divided into two sections; (1) Steel Flume Section; (2) Concrete Conduit Section.

Concrete conduit sections will be segregated into three divisions, namely: (a) Arched Form of Covered Conduit; (b) Boxed Type of Concrete Conduit; (c) Open Concrete Conduit.

CONCRETE

Concrete, unless otherwise ordered, shall consist of a mixture of one part of cement, two and one-half parts of clean, sharp sand and five parts broken stone or gravel, a bag of cement being assumed to be equal to one cubic foot.

Cement shall answer in all respects to the specifications for cement as adopted by the American Society of Civil Engineers.

Sand shall be clean and as coarse as practical, the Hydraulic Engineer being the judge as to quality and coarseness. In most cases clean, sharp sand may be obtained in the river

bed within a short distance of the conduit, the river being of a sandy bottom the entire distance from one end of the conduit to the other.

Water: At this time of the year the river is dry, but water may be obtained by sinking wells within a few feet of the surface.

Gravel or Broken Stone shall be sound and of a specific gravity of approximately 2.6. Proper gravel may be obtained at different locations along the bed of the river and broken stone may be obtained from boulders along the line of the conduit. The largest size piece of gravel or broken stone shall pass through a two inch ring and the smallest size shall be retained on a one-fourth inch mesh screen. Contractors are to examine the localities and judge for themselves the conditions with which they will have to contend.

Mixing shall be done by machines whenever practicable and the style of the machines shall be subject to the approval of the Hydraulic Engineer. Whenever a machine fails to perform the mixing thoroughly it must be made satisfactory or removed and another machine substituted. When from any cause resort to hand-mixing is necessary, it shall be done thoroughly and to the satisfaction of the Engineer. Where hand-mixing is resorted to, as mentioned above, cement and sand in proper proportions shall be thoroughly mixed dry on a tight platform. Water will be added and the mortar again thoroughly mixed. The broken stone or gravel, previously wetted, will then be added and thoroughly mixed with the mortar. In the case of the conduit that is laid on the slope of one horizontal to one vertical the mixture may be dry enough to enable the concrete to stand without flowing.

The cement used will be delivered in the original packages and unless they meet the requirements as stipulated above such packages will be rejected and in no case will packages of cement be accepted, tested or permitted to be used unless delivered in original packages with the manufacturer's name and the brand of the cement thereon. The Hydraulic Engineer or his agent shall have authority to take such samples as he or his agent may require for tests and all tests will be made in the cement testing room provided by the City of San Diego for that purpose.

ARCHED TYPE OF COVERED CONCRETE CONDUIT.

Unless otherwise ordered the invert shall be built in sections not exceeding fifteen feet long with keyed joints between the adjacent sections substantially as shown on the drawings. The placing of the key joint shall precede the placing of the rest of the concrete by the time directed and proper care shall be taken to obtain a true smooth top surface on the key block and it shall be coated with an approved nonadhesive substance. Pockets shall be left in the top of the concrete of such invert joints as may be necessary for the proper bonding of the expansion joints of the upper portion of the concrete to the invert. The upper portion of the conduit shall be built of some multiple of the length between the invert joints but in no case exceeding 60 feet. Expansion joints shall be provided between the adjacent sections of the main body of the conduit. The Contractors shall submit with their bid the type of expansion joint which they propose to place, together with sketch of same.

CONCRETE BOX, COVERED CONDUIT

Concrete box, covered conduit shall be made according to the drawings as furnished from time to time by the Department of Water to suit the conditions and nature of the country and laid according to grade stakes set from time to time by the Engineer. The area of the conduit will be such that it will carry seventy (70) cubic feet of water per second. The area will vary according to the grade upon which it is designed to be built. In the case of the covered conduits the sides, unless otherwise ordered, will be vertical and of a thickness as shown by drawings.

OPEN TYPE OF CONCRETE CONDUIT

The open type of concrete conduit will be of two classifications, namely: "a" and "b".

"a" will be constructed with sides of one vertical to one horizontal and it is presumed that the same can be constructed without the aid of forms. It shall comply in all respects to sketches furnished from time to time by the Engineer and be set according to his grade stakes.

Type "b" will vary with side slopes of from one vertical to one horizontal up to vertical walls. The thickness of the walls and the bottom of the conduit shall be constructed according to sketches as furnished from time to time by the Engineer.

EXPANSION JOINTS

Unless otherwise ordered, the conduit will be divided into fifteen (15) foot sections by expansion joints. These joints shall be made by laying alternate sections of the conduit. The intermediate spaces which are left shall be filled in after the first sections, as mentioned above, have set for at least 24 hours. A proper form shall be placed in the end of each section, when laid, to make an offset joint. The first sections when laid shall be allowed to set 24 hours before the form, forming the offset in the end of the sections, is removed. After removing the form the joint in the end of the section shall be thoroughly cleaned of all crums and made smooth and perfect, then it shall be coated with an approved mixture of asphaltum and coal tar pitch and a layer of five ply asbestos roofing felt is to be laid in the bottom and sides of the offset, after which the intermediate sections shall be laid completing the joint.

Sketches of the above form of joint may be obtained in the office of the Hydraulic Engineer of the Department of Water. In lieu of the above the Contractor may submit an alternative of the above with his bid, showing in detail what type he proposes to furnish, and bidding both upon his form of expansion joint and that as stipulated above.

FORMS

All forms need for the construction of the above conduit shall be provided and set by the contractor to the lines given by the Hydraulic Engineer and same shall meet with the approval of said engineer. The cost of all labor and materials used in the forms shall be included in the price bid per foot of conduit. All forms must be thoroughly braced and stiff and strong enough to keep the alignment of the conduit. Lagging knocked out of place or giving away during concreting shall be reset and secured before the work will be allowed to proceed. Forms shall remain in place long enough to secure sufficient strength in concrete to withstand the conditions to which it will be subjected on the removal of the forms. The Contractor shall repair any damage done to the concrete during removal of the forms or from any cause prior to the final acceptance of work. All repairs are to be to the satisfaction of the Hydraulic Engineer, and no charge is to be made for repairs made prior to acceptance of work.

SURFACE

The inside surface of the conduit, as specified above, shall have a smooth, even appearance and any air holes that may appear shall be cemented and the entire inside surface of the conduit shall be given a cement wash consisting of one part water to one part cement. After the placing of the concrete the conduit shall be kept covered by very damp sand or sprinkled with water to protect it from the heat of the sun until the concrete shall have set to the satisfaction of the Engineer.

SPECIFICATIONS FOR CONCRETE SETTLING RESERVOIR AS SHOWN ON DRAWING B --205--L.

This settling basin will be at the end of the present Cottonwood Conduit. The reservoir shall be six feet deep and approximately seventy-five feet wide by one-hundred feet long. The sides shall have a slope of not greater than one vertical to one horizontal.

The bottom shall be separated in sections approximately ten feet by eleven feet, the top resting on girders which shall be six inches in depth by eight inches in breadth.

The mixture of concrete shall be one part of cement, two parts of clean, sharp sand and four parts of broken stone or gravel.

There shall be baffle walls and weir as shown. If reinforcement is required it shall be placed on the bid, as specified, of one-fourth inch mesh, number fourteen gauge, reinforcing mesh.

After being completed all air pockets shall be filled in with a cement putty of the following mixture, one part cement to one and one-half parts of sand mixed and applied in an approved manner which shall leave a smooth and even surface. After the concrete has taken its initial set it shall be covered with very damp sand in order to protect it from the heat and give a uniform set. The blocks shall be laid checkerboard and the intermediate spaces filled in not less than 24 hours after the first blocks have taken their initial set.

Expansion Joints shall be formed as described upon the drawing and the inside shall be thoroughly coated with an approved asphaltum and coal tar pitch mixture that will be guaranteed not to crack in the winter nor to flow in the summer.

The reservoir shall be joined approximately as shown on the drawing both to the present Cottonwood conduit and the proposed conduit in an approved manner. Excavation will be done according to grades and lines set by the Engineer and shall be paid for by the cubic foot as bid.

METAL FLUME

Where necessary the aqueduct will be built upon trestles and the water carried by means of metal flume.

Quality of Metal.

The metal of which this flume is composed shall be thoroughly galvanized with zinc spelter and the iron in the flume shall be at least 99.75 per cent pure iron.

Construction

Supporting semi-circular iron rods, bands or hoops shall pass beneath the flume and shall be coincident with the flume. These iron rods or hoops shall be swung from hanger plates securely fastened to the top stringers, or these iron rods or hoops may pass through the stringers themselves, having in either case sufficient thread space at the ends to permit of the placing of all necessary washers and nuts. Sufficient thread space shall be cut below the nut to permit of further tightening up or cinching of rods or hoops in case of shrinkage of the stringers. All joints of the flume shall be so constructed that no leakage shall occur. The space between the adjacent sections shall be filled with some approved mineral rubber or asphaltum cementing material which shall insure a smooth even inside to the flume. The metal in the flume shall be number 20 gauge and the area of the flume will be of two sizes, one not less than ten square feet in area and the other of not less than twelve and one-half feet in area. The contractor shall bid on both types. The bids shall include all curves and specials in the flume as well as straight line work. The distance between bents shall be sixteen feet.

TRESTLE

The trestle shall be built according to the type of flume furnished by the contractor and the bid on the type furnished shall be for so much board measure. The lumber in this trestle shall be of what is known as "Merchantable Oregon Fir" or "Redwood" and the construction shall be in a first-class manner, being bolted together as shown by drawings. The footings shall rest on stone or concrete foundations. Where resting on concrete foundations the price bid for concrete in the flume will be allowed in the concrete footings and where resting on stone or rock foundations no allowance will be made for footings, whatsoever.

The type of trestle and the footings for same will be governed according to the location of the flume and the directions of the Engineer. In special cases where flume rests on side hills special sketches or directions will be given to the contractor as may be necessary. Unless otherwise stipulated, the side girders will be 4 inches by 10 inches; the knees shall be 4 inches by 6 inches; the bent struts shall be 6 inches by 6 inches and the wash boards 4 inches by six inches; the top struts shall be 4 inches by 4 inches and the bent posts 6 inches by 6 inches. These sized are merely for a guide to the contractor in preparing his bid, as it is assumed that the Engineer may change these sizes to accomodate such type of flume sometime subsequent to the opening of the bids.

O R D E R S.

All orders to the Contractor, other than shown by the plans or specifications, will be given in writing if so requested and no extras will be allowed unless ordered in writing by the Engineer in charge and marked "Extra". The Contractor must notify the Engineer in writing of any change in classification of material giving the station and also the nature of the material. It is understood that where possible all extras, such as drainage ditches, culverts, etc. will be paid for at so much per yard for concrete as stipulated in the bids.

A thorough understanding prior to the comencement of any work must be agreed up by the Contractor and the Engineer and stipulated in writing; otherwise the Engineer will use his option as to whether the extra shall be allowed. Where no agreement can be reached between the Engineer and the Contractor, the City may decide what action shall be taken. If the City decides to let the Contractor do the work required it may require the Contractor to do so, keeping track of the cost of same and allowing the Contractor fifteen per cent over and above actual cost of same for profit, or, the City may put its own force of men upon the work it deems advisable to accomplish the extra.

CLASSIFICATION OF BIDS

The Contractors will be requested to name prices for the following materials and kinds of work, it being understood that the following quantities are approximate only and may be added to or subtracted from at the convenience of the Engineer, the Contractor being paid at the unit price as bid.

Item	Quantity	Description	Unit Price	Total
a	4,000 cu. yds	Solid Rock Excavation	@ Cu. Yd.	
b	6,000 Cu.Yds	Loose Rock Excavation	@ Cu. Yd.	
c	14,000 Cu. Yds	Earth Excavation	@ Cu. Yd.	
c-1	10 Acres of	Clearing and Grubbing	@ per Acre	
d	1,500 Ft.	Steel Flume, #20 Gauge with an area of not less than 12½ Sq.Ft., Contractors to show type of flume upon which they bid with full description of same including sketches.	@ Per Ft.	
e	1,500 Ft.	Steel Flume, #18 Gauge with an area of not less than 12½ Sq.Ft., Contractors to show type of flume upon which they bid with full description of same including sketches.	@ per Ft.	
f	500 Ft.	Steel Flume, #20 Gauge with an area of not less than 10½ Sq.Ft., Contractors to show type of flume upon which they bid with full description of same including sketches.	@ per Ft.	
g	500 Ft.	Steel Flume, #18 Gauge with an area of not less than 10½ Sq.Ft., Contractors to show type of flume upon which they bid with full description of same including sketches.	@ per Ft.	
h	2,000 Lin.Ft.	Trestle, Approximately 40,000 Board measure	@ per M.Ft.	
i	1,200 ft.	Arched Concrete Conduit, as per sketches and specifications, approximately 225 Cu. Yds, Concrete Mixture 1:2:4	@ per Cu.Yd.	
j	1,200 Ft.	Arched Concrete Conduit, as per sketches and specifications, approximately 225 Cu. Yds, Concrete Mixture 1:2½:5	@ Per Cu.Yd.	

k	2,000 Ft.	Concrete Box Flume, Approximately 280 Cu.Yds. 1:2:4 Concrete	@__Per Cu.Yd.	_____
l	2,000 Ft.	Concrete Box Flume, Approximately 280 Cu.Yds. 1:2½:5 Concrete	@__per Cu.Yd.	_____
m	1,200 Lin.Ft.	Concrete Flume Cover, Approximately 70 Cu.Yds. 1:2:4 Concrete, without reinforcement	@__Cu.Yd.	_____
n	3,000 Lbs.	1/4", No. 14 Gauge, Reinforcing mesh, plain steel wire without galvanizing, to be used in concrete conduit covers, price per pound in place	@__per Lb.	_____
o	6,100 Ft.	Concrete Conduit where form work is necessary, sides of varying slopes from one horizontal to one vertical to a vertical wall, Approximately 680 Cu. Yds.	@__Cu.Yd.	_____
p	5,000 Ft.	Concrete Conduit, side walls with slopes of one horizontal to one vertical or greater slopes where form work is not necessary. Approximate- ly 560 Cu. Yds.	@__Cu. Yd.	_____
q	60 Cu. Yds	Concrete for miscellaneous foundation work, 1 Cement: 2½ Sand: 5 Gravel	@__Cu.Yd.	_____
r	10,000 M.m	#1 Merchantable Oregon Fir or Redwood Lumber of sizes and dimensions as will be supplied from time to time by the Engineer, to be used for miscellan- eous work not mentioned in the specifications	@__per M.Ft.	_____
s	1,000	Expansion Joints for Concrete Conduit, as shown by sketch and given in the specifications of the Department of Water	@__Each	_____
t	1,000	Expansion Joints for Concrete Conduit, type pro- posed to be furnished by Contractor, sketches and complete description to accompany bid	@__Each	_____
u	126 Cu.Yds.	Concrete Settling Reservoir, price per cubic yard of concrete in place	@__Cu.Yd.	_____
v	1,500 Cu.Yds.	Sand excavation in reservoir site, price per cubic yard for excavation of sand.	@__Cu.Yd.	_____
w		Time in which contractor proposed to complete the work as enumerated in these specifications		

(BLUE PRINTS ATTACHED TO ORIGINAL DOCUMENT)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract and Bond between THE CITY OF SAN DIEGO, CALIFORNIA and D. L. BISSELL, being Document No. 79974.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Yd Jacques Deputy.

UNDERTAKING FOR STREET LIGHTING.

KNOW ALL MEN BY THESE PRESENTS; That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and THE AETNA ACCIDENT AND LIABILITY 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 thirty-two (432) dollars, lawful money of the United States of America, to be paid to the said City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of December, 1916.

WHEREAS, the above bounden San Diego Consolidated Gas & Electric Company has entered into a contract with the said City of San Diego, under and pursuant to an Act of the Legislature of the State of California, being Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all the work upon Fifth Street, in said City of San Diego, between the north line of A Street and the south line of Laurel 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 Consolidated Gas & Electric Company, or its assigns, shall faithfully perform the said Contract, then the above obligation to be void; else to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By H. H. Jones,
President.

THE AETNA ACCIDENT AND LIABILITY COMPANY.

By J. Karl Lobdell,
Resident Vice-President

(SEAL) ATTEST:

M. Sandin,
Resident Assistant Secretary.

I hereby approve the form of the foregoing Undertaking, this 28 day of Dec. 1916.

T. B. COSGROVE,
City Attorney of the City of San Diego, California.
By M. R. Thorp, Deputy City Attorney.

I hereby certify that the Common Council of the City of San Diego, did by Resolution No. 22198 passed and adopted on the 26th day of December, 1916, require and fix the sum of \$432.00 as the penal sum of the foregoing undertaking.

(SEAL) Allen H. Wright,
City Clerk of the City of San Diego, California, and Ex-Officio
Clerk of the Common Council of said City of San Diego.

THIS AGREEMENT, made and entered into this 30th day of December, 1916, by and between SAN DIEGO CONSOLIDATED 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 Common Council of said 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 the City of San Diego, all the following work, to-wit:

The furnishing of electric current for the lighting of FIFTH STREET, in said City of San Diego, between the north line of A Street and the south line of Laurel Street, together with the maintenance of the posts, wires, conduits and lamps on said Fifth Street, between said points. Such furnishing of electric current and such maintenance of appliances to be for the period of one year from and after the 31st day of December, 1916, to-wit, to and including the 31st day of December, 1917.

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 No. 83075, on file 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 forty-five and 60/100 dollars (\$345.60), in monthly warrants duly and properly drawn upon the Street Light

Fund of said City, each of said monthly warrants to be drawn for the sum of twenty-eight and 80/100 dollars (\$28.80), until said sum of three hundred forty-five and 60/100 dollars (\$345.60) shall have been fully paid.

And said second party further agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of thirteen hundred eighty-two and 40/100 dollars (\$1382.40), in monthly warrants duly and properly drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Fifth Street Lighting No. 6 Fund," each of said monthly warrants to be drawn for the sum of One hundred fifteen and 20/100 dollars (\$115.20), until said sum of thirteen hundred eighty-two and 40/100 dollars (\$1382.40) shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of thirteen hundred eighty-two and 40/100 dollars (\$1382.40) shall be paid out of any other fund than said special fund designated as "Fifth Street Lighting No. 6 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913, (Statutes 1913, page 421), and that in pursuance of said Act an assessment has been levied for said sum of thirteen hundred eighty-two and 40/100 dollars (\$1382.40).

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 Act of the Legislature) will the City of San Diego, or any officer thereof, be liable for any portion of the expense of said work (other than the said sum of \$345.60), nor for any delinquency of persons or property assessed.

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

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By H. H. Jones,
President.

(SEAL) ATTEST:

M. B. Fowler,
Secretary.

THE CITY OF SAN DIEGO.

By Herbert R. Fay,
O. M. Schmidt,
C. W. Fox,
P. J. Benbough,
Walter P. Moore.
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

I hereby approve the form of the foregoing Contract, this 28th day of December, 1916.

T. B. COSGROVE, City Attorney.

By M. R. Thorp, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY for Lighting 5th Street from A to Laurel, being Document No. 105284.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

UNDERTAKING FOR STREET LIGHTING.

KNOW ALL MEN BY THESE PRESENTS: That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and THE AETNA ACCIDENT AND LIABILITY 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 eighty dollars (\$280.00), lawful money of the United States of America, to be paid to the said City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of December, 1916.

WHEREAS, the above bounden San Diego Consolidated Gas & Electric Company has entered into a contract with the said City of San Diego, under and pursuant to an Act of the Legislature of the State of California, being Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), to do all the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located at the intersections of Locust Street and Evergreen Street with Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street; at the intersection of Willow Street with Elliott Street and Freeman Street; at the intersection of Clove Street with Elliott Street; and at the terminations of Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street in Chatsworth Boulevard, in that district in The City of San Diego, California, commonly known and designated as "Loma Portal;" as 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 Consolidated Gas & Electric Company, or its assigns, shall faithfully perform the said Contract, then the above obligation to be void; else to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By H. H. Jones,

President

(SEAL) ATTEST: M. B. Fowler,

Secretary.

THE AETNA ACCIDENT AND LIABILITY COMPANY,

By Frank A. Salmons,

Resident Vice-President

(SEAL) ATTEST:

M. Sandin,

Resident Assistant Secretary

I hereby approve the form of the foregoing Undertaking, this 30 day of December, 1916.

T. B. COSGROVE, City Attorney.

By M. R. Thorp, Deputy City Attorney.

I hereby certify that the Common Council of the City of San Diego did by Resolution No. 22223, passed and adopted on the 30th day of December, 1916, require and fix the sum of \$280.00, as the penal sum of the foregoing undertaking.

Allen H. Wright,

City Clerk of the City of San Diego, California, and Ex-Officio

Clerk of the Common Council of said City of San Diego.

THIS AGREEMENT, made and entered into this 30th day of December, 1916, by and between SAN DIEGO CONSOLIDATED 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 Common Council of said 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 the City of San Diego, all the following work, to-wit:

The furnishing of electric current for the lighting of the ornamental street lights located at the intersections of Locust Street and Evergreen Street with Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street; at the intersection of Willow Street with Elliott Street and Freeman Street; at the intersection of Clove Street with Elliott Street; at the terminations of Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street in Chatsworth Boulevard, in that district in The City of San Diego, California, commonly known and designated as "Loma Portal"; together with the maintenance of the posts, wires, conduits and lamps at the said intersections. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after the 30th day of November, 1916, to-wit, to and including the 30th day of November, 1917.

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 No. 101757, on file in the office of the City Clerk of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of two hundred twenty and 80/100 dollars (\$220.80), in monthly warrants duly and properly drawn upon the Street Light Fund of said City, each of said monthly warrants to be drawn for the sum of eighteen and 40/100 dollars (\$18.40), until said sum of two hundred twenty and 80/100 dollars (\$220.80) shall have been fully paid.

And said second party further agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of eight hundred eighty-three and 20/100 dollars (\$883.20), in monthly warrants duly and properly drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Loma Portal Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of seventy-three and 60/100 dollars (\$73.60), until said sum of eight hundred eighty-three and 20/100 dollars (\$883.20) shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of eight hundred eighty-three and 20/100 dollars (\$883.20) shall be paid out of any other fund than said special fund designated as "Loma Portal Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and that in pursuance of said Act an assessment has been levied for said sum of eight hundred eighty-three and 20/100 dollars (\$883.20).

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said Act of the Legislature) will the City of San Diego, or any officer thereof, be liable for any portion of the expense of said

work (other than the said sum of two hundred twenty and 80/100 dollars (\$220.80), 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 Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year in this agreement first above written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By H. H. Jones,

President

(SEAL) ATTEST:

M. B. Fowler,

Secretary.

THE CITY OF SAN DIEGO.

By Herbert R. Fay,

O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore.

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing Contract, this 30th day of December, 1916.

T. B. COSGROVE, City Attorney.

By M. R. Thorp, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA, and S. D. CONSOLIDATED GAS & ELECTRIC COMPANY, for Lighting Loma Portal, being Document No. 105264.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

PERMIT

Permission is hereby granted by The City of San Diego, a municipal corporation, to the Neptune Seafood Company, a corporation, to occupy and use the lands more particularly hereinafter described, 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 tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911. Said lands, for the use of which this permit is given, being more particularly described as follows, to-wit:

Commencing on the southeasterly line of Ivy Street produced southwesterly, at a point 102 feet northeasterly from the northwest corner of the Neptune Seafood Company's franchise; thence at right angles northwesterly a distance of 38 feet; thence at right angles northeasterly, and parallel to the northerly line of the Neptune Seafood Company's franchise northerly line, a distance of 40 feet; thence at right angles southwesterly 38 feet to a point on the northerly line of the Neptune Seafood Company's franchise, 142 feet east of the northwest corner of said franchise; thence southwesterly along said northerly line of said Neptune Seafood Company's franchise 40 feet to the point of beginning.

Neither the whole nor any part of this permit shall be assignable or transferable,

nor shall the person, firm, or corporation to whom this permit is granted have the right to let or sublet the premises hereinabove described or any part thereof.

The said Neptune Seafood Company shall be deemed and considered to be a tenant at will of the said City of San Diego.

The Common Council of said City, by resolution or ordinance; or the people of said City, by any appropriate means, hereby reserve the right and privilege to revoke this permit at any time without notice and without payment to the person, firm or corporation to whom this permit is granted, of any compensation for damages occasioned by such revocation.

This permit is granted upon the following terms and conditions:

(1) The said Neptune Seafood Company shall pay, in advance, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate, on or before the 10th day of each month during the continuance of this permit, the sum of ten dollars (\$10.00) in gold coin of the United States. This amount may at any time be changed or increased by the Common Council.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have herenunto set their hands, as and for the act of said City, and said Neptune Sea Food Company has caused its corporate name to be hereunto subscribed and its corporate seal affixed hereto by its proper officers thereunto duly authorized.

THE CITY OF SAN DIEGO

O. M. Schmidt,

C. W. Fox,

Walter P. Moore.

Members of the Common Council

NEPTUNE SEA FOOD COMPANY

By E. J. Risser, Secy. (SEAL)

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

Signed Nov. 13- 1916.

S.

I hereby approve the foregoing Permit, this 10th day of November, 1916.

E. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of PERMIT for use of TIDE LANDS, by NEPTUNE SEAFOOD COMPANY, being Document No. 103820.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, LOUIS A. GEISLER, of The City of San Diego, State of California, as principal, and UNITED STATES FIDELITY & 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 all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Two thousand three hundred twenty-five dollars (\$2325.00), good and lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of January, 1917.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the princi-

pal has entered into the annexed contract with The City of San Diego, to furnish all labor, tools, transportation, material and supplies or other expenses of every kind and description necessary or incidental to the performance of certain work set forth in said contract, and to construct and erect for said City a fire station, on lots 6 and 7, block 1, Hartley's North Park, in said City of San Diego, California, in accordance with the plans and specifications contained in Document No. 103584, filed in the office of the City Clerk of said City on October 30th, 1916, and endorsed "P. and S. Fire Station at 30th St. and University Ave." and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

AND WHEREAS, the aforesaid penal sum of Two thousand three twenty-five dollars (\$2325.00), 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 of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

NOW, THEREFORE, if the above bounden principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, then the said surety will pay the same in an amount not exceeding the sum specified in this bond; provided that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act, entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public work,' approved March 27, 1897," and approved May 1, 1911.

IN WITNESS WHEREOF, said principal has hereunto set his hand, and said surety has caused its corporate name to be subscribed, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

Louis A. Geisler,

Principal.

UNITED STATES FIDELITY & GUARANTY COMPANY

Surety.

By C. W. Oesting,

Attorney in Fact (SEAL)

I hereby approve the form of the within Bond, this 26th day of December, 1916.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 2nd day of January, 1917.

Herbert R. Fay

O. M. Schmidt

(SEAL) ATTEST:

C. W. Fox.

Allen H. Wright,

Walter P. Moore.

City Clerk

Members of the Common Council.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, LOUIS A. GEISLER, of the City of San Diego, State of California, as Principal, and UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand one hundred sixty-five dollars (\$1165.00), good and lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made, we hereby

bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of January, 1917.

THE CONDITION OF THE ABOVE 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 and supplies or other expenses of every kind and description necessary or incidental to the performance of certain work set forth in said contract, and to construct and erect for said City a fire station, on lots 6 and 7, block 1, Hartley's North Park, in said City of San Diego, California, in accordance with the plans and specifications contained in Document No. 103584, filed in the office of the City Clerk of said City on October 30th, 1916, and endorsed, "P. and S. Fire Station at 30th St. and University Ave.," 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, if the said principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal has hereunto set his hand, and said Surety has caused its corporate name to be subscribed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

Louis A. Geisler,

Principal.

UNITED STATES FIDELITY & GUARANTY COMPANY

Surety.

By C. W. Oesting

Attorney-in-Fact (SEAL)

I hereby approve the form of the within Bond, this 27th day of December, 1916.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 2nd day of January, 1917.

Herbert R. Fay

O. M. Schmidt

C. W. Fox

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

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 28th day of December, 1916, by and 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 LOUIS A. GEISLER, of the City of San Diego, State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said city, and the sums of money hereinafter designated to be paid to said contractor by said city, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said city to furnish all labor, tools, transportation, material and supplies or other expenses of every kind and description necessary or incidental to the performance of the work hereinafter described, and to construct and erect for said City a fire station, on lots 6 and 7, block 1, Hartley's North Park, in said City of San

Diego, in accordance with the plans and specifications contained in Document No. 103584, filed in the office of the City Clerk of said City on October 30th, 1916, and endorsed "P. and S. Fire Station at 30th St. and University Ave.," which said plans and specifications are by reference thereto incorporated herein as fully as if each part thereof were printed or written out plainly herein.

Said contractor agrees to do and perform all of the said work of constructing and erecting said fire station at and for the price of four thousand six hundred forty-one dollars (\$4641.00).

Said contractor agrees to commence said work of constructing and erecting said fire station within not to exceed Five days after the signing of this contract, and to prosecute the same diligently and with a sufficient force of men and equipment so that said work shall be completed within Ninety days after the signing of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants 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 Item 37, Series "H", Fire Department Fund, as provided by Section 12 of Ordinance No. 6600 of the ordinances of said City, the said sum of four thousand six hundred forty-one dollars (\$4641.00); said payments to be made as follows:

The Building Inspector of The City of San Diego shall, on or before the first and fifteenth days of each month, make an estimate of the amount of work properly performed and completed during the preceding half month and in such condition as to be accepted by the City, and upon such estimate being made and reported to the Auditing Committee, seventy-five per cent. (75%) of the amount estimated by the said Building Inspector to be due shall be paid, and twenty-five per cent. (25%) of the whole estimate and of all the work so performed, shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said contract and the acceptance of the work and material thereunder by the Common Council of said City, when, on proof that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said contractor.

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

Said contractor further agrees that he will be bound by each and every part of the plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further that he will protect from the elements all the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used therein, by reason of accident, the action of the elements or any other cause whatsoever, before the final acceptance of said fire station by the Common Council, the said contractor will repair or replace such damage at his own cost and expense.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Building Inspector of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council 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 the specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the con-

tract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Further, said contractor hereby agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said city harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said city from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914; said certificate of the insurance carrier to bear the date of the expiration of said policy.

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 upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said city, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10th, 1903.

Said contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than two dollars (\$2.00) per day.

If the contractor considers any work required of him to be outside the requirements of this contract, or considers any record or ruling of the Building Inspector as unfair, he shall file with the Common Council a written protest against the same within ten 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 said contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said contractor has hereunto set his hand the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

(SEAL) ATTEST:

Allen H. Wright, City Clerk,
By W. E. Bartlett, Deputy

By Herbert R. Fay
O. M. Schmidt
P. J. Benbough
Walter P. Moore,
Members of the Common Council.

Louis A. Geisler,
Contractor.

I hereby approve the form of the foregoing contract, this 27th day of December, 1916.

T. B. Cosgrove,
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between LOUIS A. GEISLER & CITY OF SAN DIEGO, CALIFORNIA, for Fire Station at 30th & University, being Document No. 105219.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Y. A. Jacques Deputy.

MUNICIPAL PIER CONTRACT.

THIS INDENTURE OF AGREEMENT, made and entered into at San Diego, California, this 15th day of January, 1917, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego and State of California, party of the first part, and hereinafter sometimes known as the Lessor, and PACIFIC STEAMSHIP COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Main, party of the second part, and hereinafter sometimes known as the Lessee, WITNESSETH:

For that whereas, said lessor is the owner of and in possession of a certain pier constructed by it in the Bay of San Diego, which pier, commonly known as the Municipal Pier, is located in said San Diego Bay, at the foot of Broadway, in said city; and

Whereas, it is the desire of said lessor to lease to said lessee, and of said lessee to lease from said lessor, a portion of said pier, upon certain conditions in this contract set forth, and as required by that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to The City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved May 1, 1911, and amendments thereto;

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth and by the respective parties hereto undertaken and agreed upon, said The City of San Diego, a municipal corporation, and said Pacific Steamship Company, a corporation, contract and agree as follows:

FIRST,- The lessor agrees to construct certain improvements and alterations as the same are more particularly set forth in that certain document filed in the office of the City Clerk of said The City of San Diego on January 2nd, 1917, marked Document No. 105299, and endorsed, "P. and S. (Plans and Specifications) Improvements on the Municipal Pier," said plans consisting of three sheets, and said specifications consisting of one sheet, a copy of which plans and specifications are attached hereto, marked "Exhibit A," and by reference incorporated herein and made a part hereof as though in this paragraph fully set forth.

SECOND,- The lessor, for a period of five years from and after the date of the execution of this instrument, grants to the lessee the right to use and occupy for pier and wharf purposes, for the loading and unloading of vessels, and for no other use or purpose,

the south half of said municipal pier, and the south half of the warehouse constructed thereon, saving and excepting therefrom, and reserving unto the lessor on said south half of said pier a certain room fifteen (15) by thirty (30) feet in size, located upon the ground floor or deck of said pier, and lying immediately west of the Administration Building located on said pier, said room being more particularly described and identified upon Sheet 2 of the plans attached hereto, and marked "Room reserved to municipality."

In addition to the space hereinabove set aside for the use of said lessee, it shall also be entitled to the use and occupancy of the office rooms on the ground floor of the south half of the Administration Building located on said pier, said rooms to be used as freight and passenger offices only, and in addition to the space set aside for the use of said lessee on the south half of said pier, and the south half of the Administration Building, said lessee shall also be entitled to the use and occupancy of a certain waiting room located in the north half of said Administration Building. All of said rooms in said Administration Building set aside for the use and occupancy of said lessee being shown on Sheet 2 of the Plans attached hereto, marked "Exhibit A," said rooms in the south half of said Administration Building being designated "Pacific Steamship Company," and said room in the north half of said Administration Building being designated "General Waiting Room." In addition to the rooms and space hereinabove described said lessee shall also be entitled to the use and occupancy, for filing and general office purposes, of Room No. 203, located in said Administration Building.

THIRD:- The lessor hereby undertakes and agrees to place at the disposal of said lessee certain wharf equipment consisting of a landing stage, five gang-ways, and thirty trucks; all of which equipment shall be used in the handling of passengers and freight. Injury or damage to said equipment or expense in the maintenance of the same shall be borne by said lessee, wear incident to reasonable and careful use excepted.

FOURTH:- The lessor agrees to maintain upon said municipal pier and in said Administration Building and warehouse located thereon, a lighting system and fire fighting equipment of a character and of such degree of efficiency as the lighting system and fire fighting equipment at this time located thereon. Any changes in either the lighting system or the fire fighting equipment located on said pier and in said buildings shall be made upon consent of both parties hereto, unless the parties hereto are unable to agree upon such change, in which event such change may be made as shall meet the approval of the Chief of the Fire Department of said The City of San Diego.

FIFTH:- The lessor agrees to maintain at all times during the term of the lease a watchman for the full period of twenty-four hours during each and every day of the term hereof.

SIXTH:- Repairs to the pier and the buildings located thereon shall be made and the expense thereof shall be borne by the lessor, save and excepting any repairs or maintenance that may be caused by the carelessness or negligence of the lessee, or any of its agents, servants or employees. The expense of repairs occasioned or damage done through the negligence or carelessness of the lessee, its agents, servants or employees, shall be borne by said lessee.

SEVENTH:- Upon the south half of the Administration Building located upon said pier, said lessee may place appropriate signs to advertise its business, provided always, however, that such signs shall, before erection thereof upon said Administration Building, be approved by the Common Council of said The City of San Diego.

EIGHTH:- Adjacent to said pier, and for a certain distance therefrom, the lessor shall maintain within certain areas certain depths of water, which areas and depths of water to be maintained by said City are more particularly shown upon Sheet No. 3 of said Plans,

attached hereto, marked "Exhibit A."

NINTH;- Upon first securing the written consent and approval of the Harbor Master of said The City of San Diego, the lessee shall be permitted to dock vessels on the north side of said pier, subject always to the conditions and provisions herein specified for the docking of vessels on the south side of said pier.

TENTH:- Upon the execution of this agreement, the lessor agrees to commence the improvements and alterations herein specified and by it undertaken, and to prosecute the same to completion with due diligence.

ELEVENTH:- The lessee hereby covenants and agrees to use said pier as the landing place for all of the vessels owned, controlled, chartered, or operated by it which may call at San Diego, California, during the term of this lease, provided, however, that nothing herein contained shall be construed as prohibiting the lessee from having certain of its vessels call at other docks, piers or wharves in San Diego Bay where it may have freight, which cannot be advantageously handled at the municipal pier; provided always, however, that no docks, piers or wharves in San Diego Bay other than said municipal pier shall be used by said lessee without first securing the written consent of the Harbor Master of said The City of San Diego.

TWELFTH:- The lessee, in consideration of the use of the counter, linoleum and Mosaic tile now installed in one of the offices of the Administration Building, which under the terms of this agreement shall be devoted to the use and occupancy of the lessee, agrees at its own expense to equip a certain office room located in said Administration Building and known as Room No. _____ with a counter, two hundred ninety (290) square feet of battleship linoleum, and one hundred (100) square feet of Mosaic tile, the quality, character and workmanship of which shall be determined by and subject to the approval of the Manager of Operation of said The City of San Diego.

THIRTEENTH:‡ The lessee, in consideration of the use of said pier, warehouse, Administration Building and wharf equipment, and in consideration of the fulfillment of the promises by the lessor herein undertaken and agreed upon, agrees and hereby undertakes to pay to the City Treasurer of said The City of San Diego the dockage and wharfage charges prescribed and determined by that certain ordinance of The City of San Diego, numbered 5856, and entitled, "An Ordinance establishing rules and regulations for governing of all piers, wharves, bulkheads and landings owned and operated by The City of San Diego;" provided always, however, that in the event such ordinance shall be amended or changed in any manner, said lessee agrees to be bound by the terms of such amendment.

FOURTEENTH:- The lessee shall have the option of renewing this agreement for a further period of five years from and after the termination hereof, upon the same terms and conditions as are herein set forth, provided that said lessee shall give said lessor written notice of its election to renew said lease at least sixty (60) days prior to the expiration of the term herein provided for.

Pursuant to the requirement of Section four of Act 3158A of the Acts of the Legislature of the State of California, and being an act, entitled, "An Act conveying certain tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to The City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved May 1, 1911, and amendments thereto, there is hereby reserved to the Common Council of The City of San Diego the right and privilege by ordinance to annul, change or modify this lease as in their judgment may seem proper upon paying the lessee reasonable compensation for damages occasioned by such modification, amendments or repeal.

IN WITNESS WHEREOF, said Lessor, The City of San Diego, a municipal corporation, has

caused this instrument to be executed by a majority of the members of the Common Council of said City, pursuant to a resolution authorizing such execution, and said Lessee, Pacific Steamship Company, a corporation, has caused this instrument to be executed, and its corporate name and seal to be hereto affixed, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By Herbert R. Fay

O. M. Schmidt

C. W. Fox,

P. J. Benbough

Walter P. Moore

Members of the Common Council.

PACIFIC STEAMSHIP COMPANY

By H. V. Alexander,

President

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Y. A. Jacques, Deputy.

(SEAL) Attest:

E. B. Rogers,

Secretary.

I hereby approve the form of the foregoing Municipal Pier Contract, this 15th day of January, 1917.

T. B. Cosgrove,

City Attorney.

SPECIFICATIONS FOR THE INSTALLATION OF CERTAIN IMPROVEMENTS

ON THE MUNICIPAL PIER, SAN DIEGO, CALIFORNIA.

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The work to be performed consists 1st.- Cutting of three openings in the dock of the present pier and the installation of three adjustable loading aprons; 2nd.- The installation of fender piling along the south side and the end of the pier; 3rd.- The installation of two cluster dolphins, one at the northwest and the other at the southwest corner of pier. All of the above work to be performed in accordance with plans attached hereto and made a part of these specifications.

LOADING APRONS: The openings in the deck of the present pier are to be located as shown on the plans and the loading aprons are to be constructed so that there will be a minimum clearance of ten feet in width of apron. The aprons are to be so constructed that it will be possible to raise and lower the outer end of same through a range of ten feet in vertical distance in order to accomodate the side loading ports of a ship at different stages of the tide in the Bay of San Diego.

FENDER PILING: Every alternate existing fender pile shall be replaced with a new pile; the new fender piles are to be sixteen (16) inches in diameter at the butt and sixty (60) feet long. The top of the pile is to extend not less than six (6) feet above the floor of the pier. The new piles to be located as shown on attached plans.

CLUSTER DOLPHINS: The cluster dolphins are to be two in number and each dolphin shall consist of six (6) sixteen (16) inch sixty (60) feet piles to be located as shown in the attached plans.

(BLUE PRINTS ATTACHED)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT for LEASE OF PORTION OF MUNICIPAL PIER, between CITY OF SAN DIEGO, CALIFORNIA? and PACIFIC STEAMSHIP COMPANY, being Document No. 105903.

Allen H. Wright,

By Y. A. Jacques Deputy.

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