

## Contracts

Advertising-Official

" "

Auto Club So. Calif (Sign Posts)

## Leases

108933

26

121982

277

318

Azevedo Jose J. (Tidelands)

Ames S. B. (Lot 151-Morena)

Ames J. J. (P.L. 1102)

Anderson & Miller (Lease Tide Lands)

Ames, S. B. - (Lot 151-Morena)

Ames S. B. - (Lot 151-Morena)

A. H. S. Rybo - (tidelands)

Allen, H. D. (P.L. 1102)

109751

45

111551

98

111529

152

117436

221

118221

247

320

356

378

# Contracts

Rinney & Co - (Garbage)	112737
Biological Grd (D. W. Ryan)	146
Barrett Dam - Elec Energy	312
Rinney, Geo. A & Co (Garbage)	334
Barclay, Ed. D. (Bulkhead)	339
Barnard & Leeds (Consulting Eng)	379
Bulkhead (Ed. D. Barclay)	396

# Leases

Bush, Geo. W. (Tide Lands)	109361
	37
Belcher, Jr. F. J. (Lease P.L.)	116478
	48
"	109121 1/2
"	44
Bailes Wm W (P.L. 1329)	112555
	162
Boher, N. C. (Lts 5-6-Hk 168, U.N.)	117043
	230
Boeck, U. L. - Tideland	117988
	242
Bailes, Wm W - (P.L. 1329)	118092
	254
	120201
Benjamin, C. C. - (Tide Lands)	269
Bombough & Rochell - (Tide Lands)	325
Bailes W W (P.L. 1329)	329
Berry, A W + H B { assignment Tideland from L C & J W Kyle	359
	390
Baker & Diffendryf (Lease P.L.)	1270

# Contracts

Consulting Eng (Olmsted + <sup>Lillelen</sup> )	106246
	8
	111832 1/2
Cement (Cal Port Cement Co)	137
	118150
Guayama Water Co (Water Camp Kearny)	246
Cement (Spreckels Bros Com Co)	364
Consulting Eng (Leeds + Barnard)	396
Cement (U. S. Potash Co)	398

# Leases

W. J. & A. J. Ballaway (9-10 blk 168, U. H.)

117042  
227

# Leases

Breelman, L. A. - tidelands

111324  
92  
117935  
234

Breelman assign to W. H. Nichols

359

Collier, J. C. (Pl. 1364-5-6-18-19-)

386

Civic Center (Lot A - blk 220 - Norton's)

390

# Contracts

Davey + Hawkins (Rip Rap)	106105
"	1
"	110760
"	53
Dredging (S.F. Bridge Co)	343
Dougherty, Richley + Spencer (sidewalk)	358

Leases

Dredging Mch. F. A. Rhodes 111062  
94  
111064

Donohoe, Wm. E + Alonzo (City Lands) 120610  
266

Davis W. A - Portier R.L. 1305 124213  
327

D

Contracts

Engbretsen, John Sec. #1	}	111261
Pave Linda Vista Road		64

Ditto - Sec. #2		111262
		76

Elec Energy - Barrett (S & Bone Gas Co)	334
---	-----

Engbretsen John (Pave Tide St et al)	369
--------------------------------------	-----

East San Diego (Sewer Connection)	397
-----------------------------------	-----

1000 1000 1000

E

## Contracts

## Leases

Fairchild-Gilmore-Wilton	}	107416
Pave fills India, B & Univ		12
Frye Smith (Lithographing)		341
Fletcher-Hershaw (Pipe Line)		349

Forline, Hamilton (tidelands) 301

# F

# Contracts

Garbage Collection (Merit)	109140
" (Binney & Co)	29
" " "	112737
" " "	146
" " "	339

Leases  
Graham, Beng F (Tidelands)  $\frac{111952}{102}$

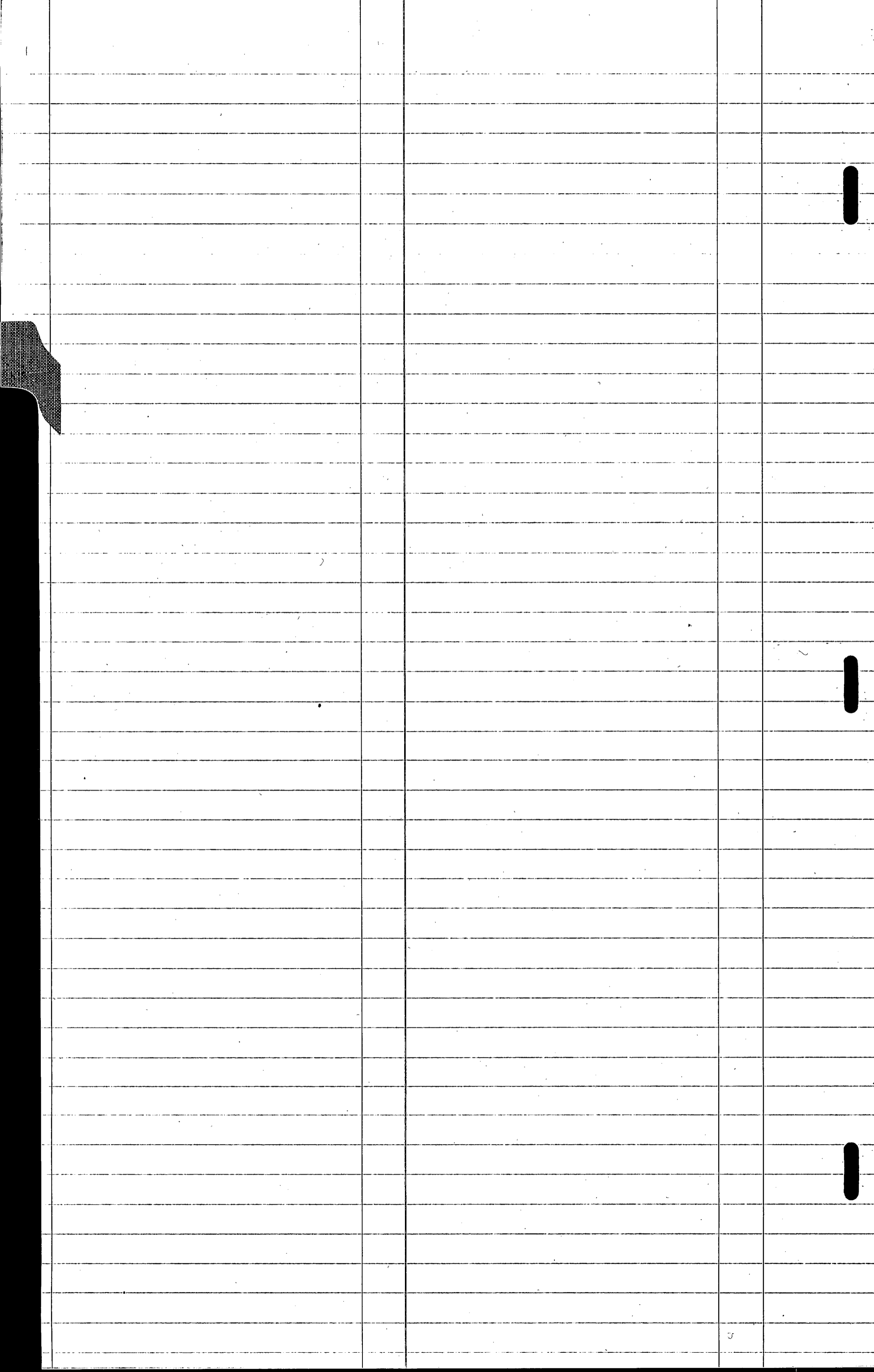
G

# Contracts

Hensaker, Baith + Cosgrove	125723 331
Henshaw + Fletcher (Pipe line)	349
" (Water)	346

# Leases

J. W. + M. Higgins (Lots 13-14 - Bk 168 - U.S.)	117046 225
R. G. + P. Hoelscher ( " 11-12 " " " )	117047 233
R. + O. <del>Horvath</del> (Lease Tide Lands)	115979 219
Haynes + Seibert - (Tide Lands)	337
Hortons - Lots - Bk 220 (Civic Center)	390
Highway { Over PL 1299 - Santa Fe Land Imp. Co.	398

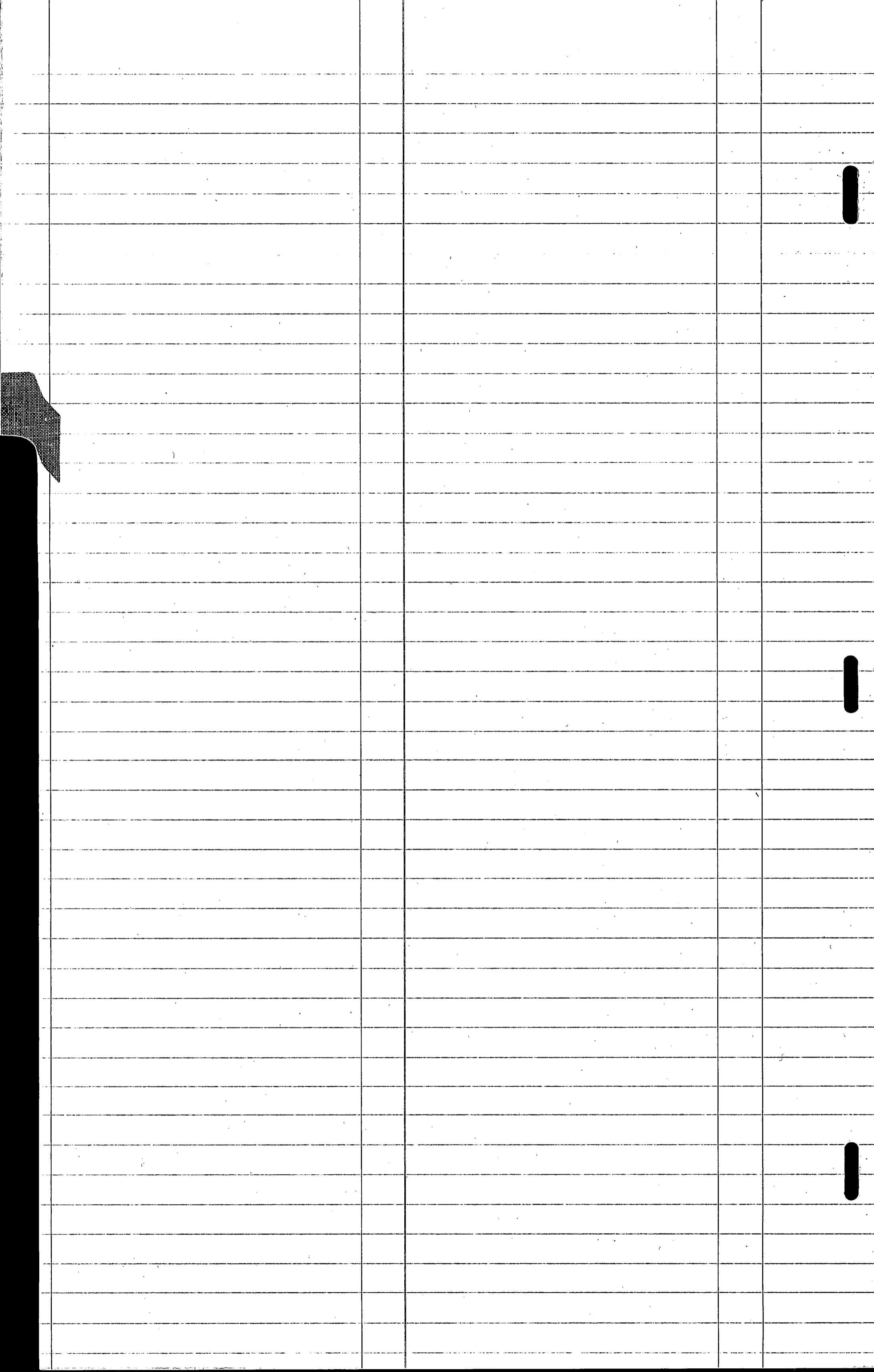


I

I

I

I



I

I

I

J

# Contracts

Kennedy James (L O Dam)	112102
" (Telephone line)	106
	113376
	154
Kearny-camp (Water)	115557
	186
	122615
" " "	280

Leases

Kyle, L B & J W to A W + H B Berry 359

K

# Contracts

Lithographing (Sec Bk Note Co)	107885
	21
Lighting Dist #1 (S D Con Gas Co)	110843
	60
Linda Vista Road Paving - Sec 1	111261
	64
" " " " " 2	111262
	76
Lower Otay Dam - (Kennedy)	112102
	106
Loma Portal Ltg (S D Con Gas Co)	113562
	159
Lighting Dist #6 (S D Con Gas & E Co)	113932
	171
" " #1 " "	116790
	213
" Abbott & Bacon (S D Con Gas Co)	122837
	286
" S D Ltg Dist #1 " "	123255
	298
Loma Portal Ltg - " "	340
Lithographing (Frye & Smith)	341
Lighting Streets (S D Con Gas & E Co)	362
Lighting Dist #1 " " " "	388
Leeds & Barnard (Consulting Engineering)	396

Leases (P.L. 1284)	109186
La Jolla Country Club	30
Lewis, G. H. (P.L. 1240)	111449
	97
Lockyer, E. J. (P.L. 1353-1355)	113306
	155
	44602
United States (Various)	220
Lower Calif. Fisheries Co. Tideland	117956
	239
Lewis, G. H. (P.L. 1240)	118686
	265
" " " "	330
Lockyer, E. J. (P.L. 1355)	337
Lang, S. L. (P.L. 1272 et al)	383

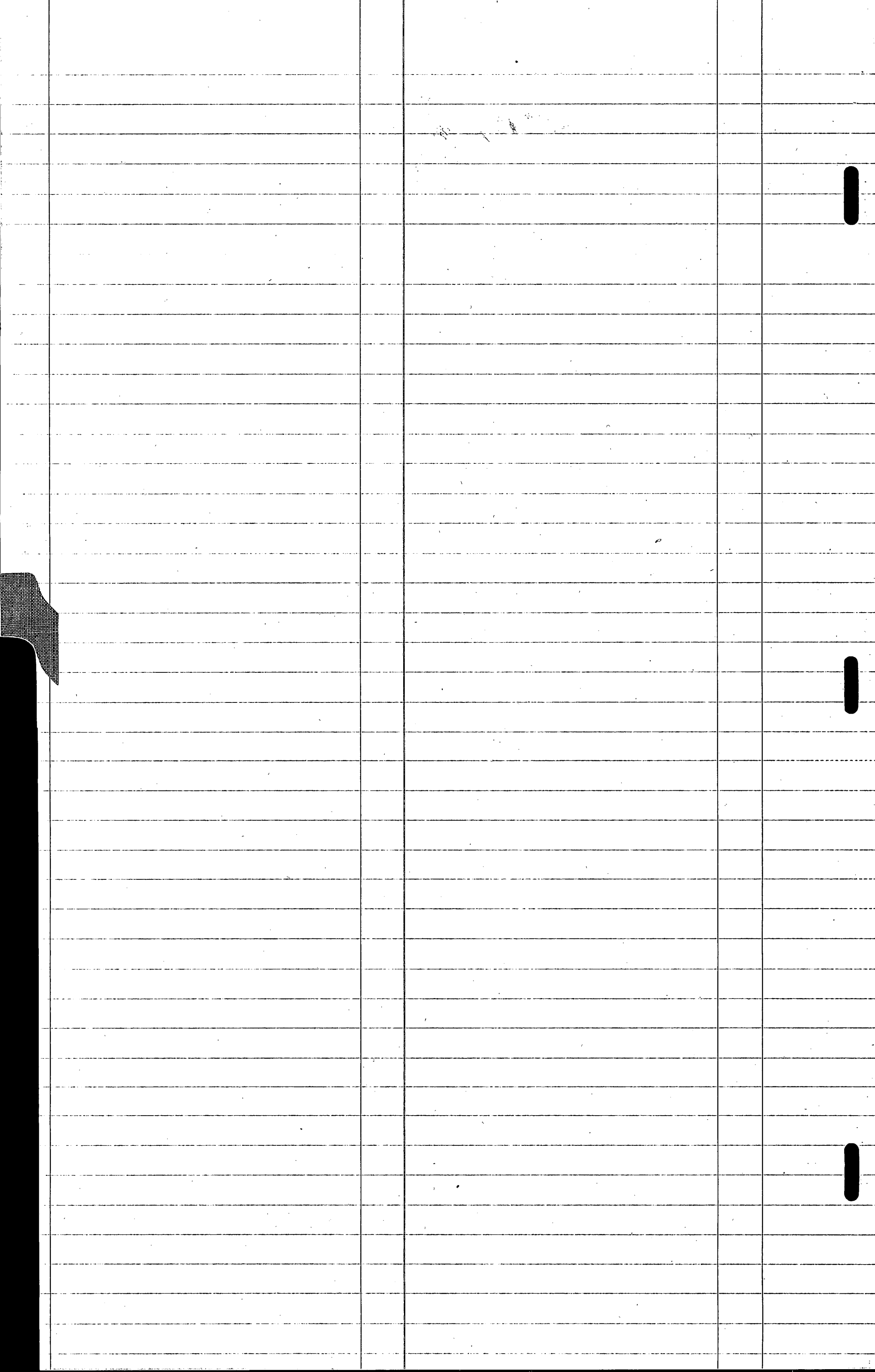
Contracts

Merit, J.E. (Garbage collection)

109144  
29

Leases

Municipal Pier (U. S. Govt)	110485
	50
Murphy, Simon- (Tide Lands)	111759 1/2
	99
Municipal Pier (U. S. Govt)	116969
	216
Morena, Lot 151- (S. B. Ames)	98
Musker & Co (Tidelands)	321
Municipal Pier (U. S. Govt)	329



Leases

<del>Morena Lot 151 (S.B. Ames)</del>	<del>TTTSS</del> <del>98</del>
McNeece - James R (P.L. 1329/31 1321/26)	310
Morena - Lot 151 - (S.B. Ames)	320
McLaddon, J.A. (P.L. 1780-81-85)	355

Mc

# Leases

Neptune Sea Food Co (Tidelands)	107880
	18
Nietmann, L. W. - (P. L. 1785)	112151
	153
Neptune Sea Food Co (Tidelands)	113735
	178
" " " " "	117059
	236
Naylor, W. E. & J. J.	120372
	283
Normandy Sea Food Co	121790
	289
Neptune Sea Food Co	305
Nichols, W. H. - assignment from L. A. Greelman	359



Contracts

Leases

Olmsted & Gillelen (Eng)	106246
	8
Otay Rancho (Road) & D L Corp	114084
	176
Otay Dam bases (Hunsaker, Britt & Coogrove)	331

Osborn Co - (Tidelands)	106189
"	10
"	106190
"	11

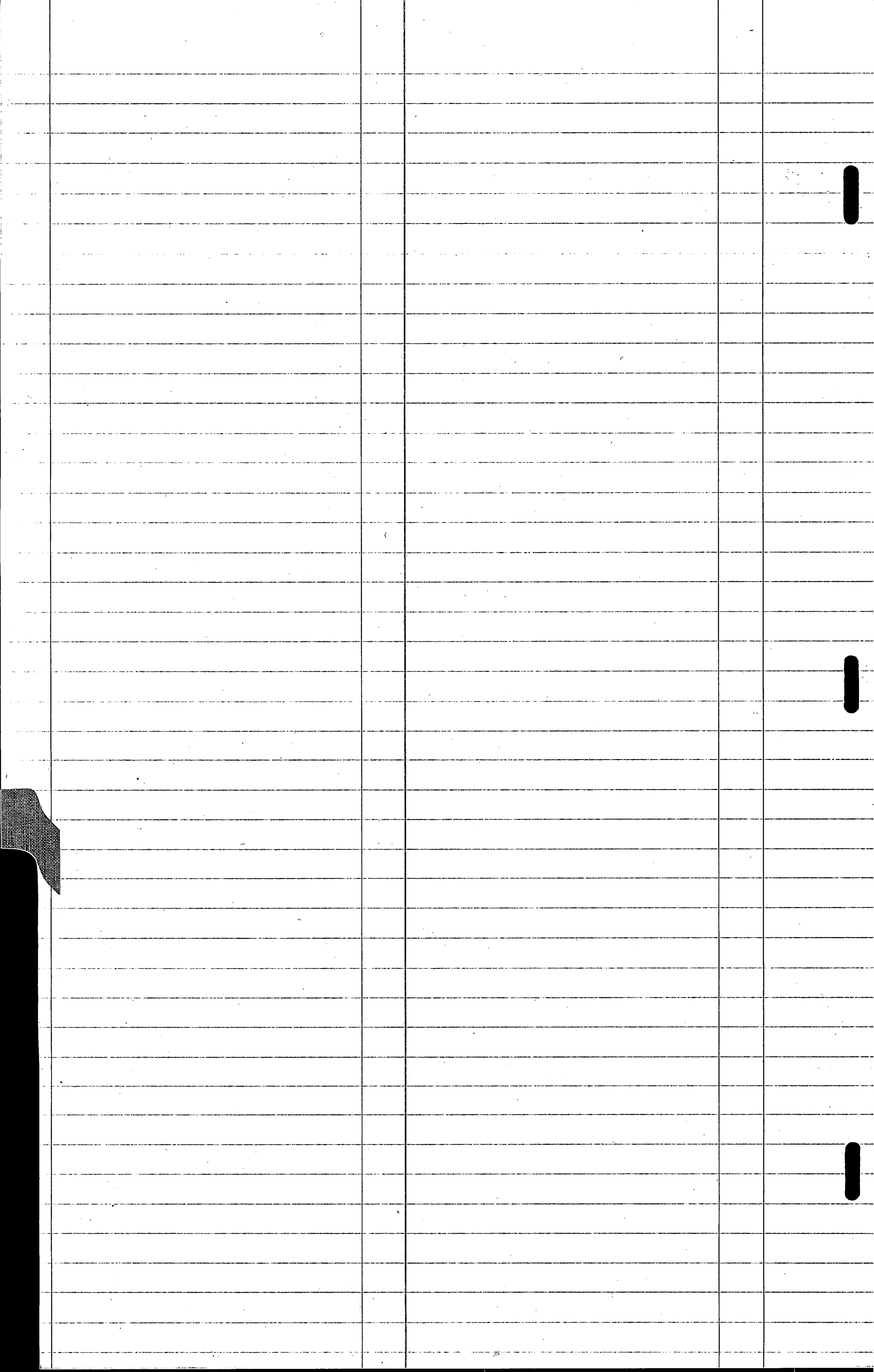


# Contracts

Paving India B + Univ	1074/6
Fairchild-Gilmore-Wilton	12
Park Ave Ltg - (S D Bon Gas + Elec)	119/87
Pipe Line (Henshaw + Fletcher)	362
Park Ave Ltg - (S D Bon Gas + Elec)	349
Paraffine Co's (Rubbish)	357
	378

# Leases

P.L. 1284 (Lajolla Club)	109186
Premier Packing Co (Tidelands)	30
Various P.L. (F. J. Belcher Jr.)	109968
"	41
"	109721 1/2
"	44
"	110478
"	48
P.L. 1240 (G. H. Lewis)	111449
" 1102 (J. J. Ames)	97
" 1785 (L. W. Netman)	111529
" 1353-1355 (E. J. Lockyer)	152
" 1329 (Wm W. Bailes)	112151
" 1353-1355 (E. J. Lockyer)	153
" 1329 (Wm W. Bailes)	113306
Pacific Tuna Canning Co (Tidelands)	155
Pueblo Lots various (U. S. Govt.)	112555
" " (J. J. Richert)	162
" " (U. S. Govt.)	113780
" " 1329 (Wm W. Bailes)	169
" " 1273 (U. S. Govt.)	114403
" " 1353 (C. G. Wilson)	181
" " 1240 (G. H. Lewis)	114961
" " 1293-45 (J. J. Richert)	184
" " various (U. S. Govt.)	116003
" " 1321/26-1329/31 (J. R. McNece)	210
" " 1305 (W. A. Davis)	118092
" " various (Bentough & Rochelle)	254
" 1273 - (U. S. Govt.)	118233
" 1329 (W. W. Bailes)	255
" 1240 (G. H. Lewis)	119462
" 1355 (E. J. Lockyer)	264
" 1780-1-5 (J. A. McEaddon)	118686
" 1272-1293-1294-1309 (S. L. Lang)	265
" 1353 (C. G. Wilson)	121462
" 1102 (H. D. Allen)	272
" 1232-8 1/2 (A. C. Upper)	122554
" 1304-5-6-18-19 (J. C. Collier)	295
" 1266 (Terra Cotta Tile & Brick)	310
" Various Pueblos (Baker & Diffendorf)	327
Various Pueblos for U.S.M.C. (U. S. Govt.)	325
P.L. Various (A. N. Turner)	327
1299- { Santa Fe Land Imp. Co for Highway	329
	330
	337
	355
	383
	385
	378
	385
	386
	387
	390
	391
	392
	398





Contracts:

Rip Rap Wall (Davey + Hawkins)	106105
" " " "	1
" " " "	110760
" " " "	53
Ryan, David H (Biological Erid)	312
Ridley, Dougherty + Spencer (sidewalk & B)	358
Rubbish (Paraffine Co's)	378

Leases

Rhodes, F. A. - Dredging mchy	111063 94 111064
" " " " "	95 114961
Richert, J. J. (Pueblo Lands)	184 117041
M. A. & A. Rutherford (7-8-168-U.N.)	228 121462
Richert, J. J. (P.L. 1293-1294-1295)	272

# Contracts

Security Bank note Co (Lithography)	21	107885
Sidewalk on side Bdway (Wearn & Olson)	32	109190
S.D. Con Gas & Elec Co (Ltq dist #1)	60	110843
" " " " License & Permit	64	11028
" " " " (Lt Loma Portal)	159	113562
Sidewalk on side Bdway (Wearn & Olson)	163	113755
S.D. Con Gas & Elec Co (Ltq dist #6)	171	113932
S.D. Land Corp (Use road Otay Ranch)	176	114084
S.D. Con Gas & Elec Co (Ltq dist #1)	213	116790
" " " " (" Park Ave.)	262	119187
" " " " (Abbott & Bacon)	286	122839
" " " " (S.D. Ltq Dist #1)	298	123255
Sign Posts (Auto Club)	318	
S.D. Con Gas & Elec Co (Elec Energy Barrett)	334	
" " " " (Loma Portal Ltq)	340	
San Francisco Bridge Co (Dredging)	343	
S.D. Con Gas & Elec Co (Park Ave Ltq.)	357	
Sidewalk (Rickleby - Dougherty & Spencer)	358	
S.D. Con Gas & Elec Co (Street Ltq.)	362	
Spreckels Bros Con Co (Cement)	364	
S.D. Con Gas & Elec Co (S.D. Ltq. Dist #1)	388	
S.D. Shipbldg & Drydock Corp (Removal dock wharves)	394	
Sewer connection (E. San Diego)	397	

# Leases

MA + AA Rutherford (7-8-168- U. N.) 117044  
 J L + G J. Schyde (1/4-168- U. N.) 228  
 S. D. Shipbuilding + Dry Dock Corp (Tidelands) 117045  
 231  
 119015  
 258

# Leases

Standard Canning Co (Tidelands) 111025  
 89  
 11324  
 92  
 112781  
 157  
 114651  
 177  
 115977  
 197  
 115597  
 201  
 120612  
 268  
 121791  
 274  
 360  
 361  
 390  
 398  
 1299

Contracts

Tribune Co. (Official Adv.)	108933
	26
Telephone Line (James Kennedy)	113376
	154
Tribune Co. (Official Adv.)	121982
	277
Tide St. pave (John Engbretsen)	369

# Leases

Turck-W. I. (Tidelands)	115593
"	189
"	115978
"	206
Terra Cotta Tile & Brick Corp (P.L. 1266)	387
Turner, A. N. (P.L. 1310-1315-1316-1273)	392

# Leases

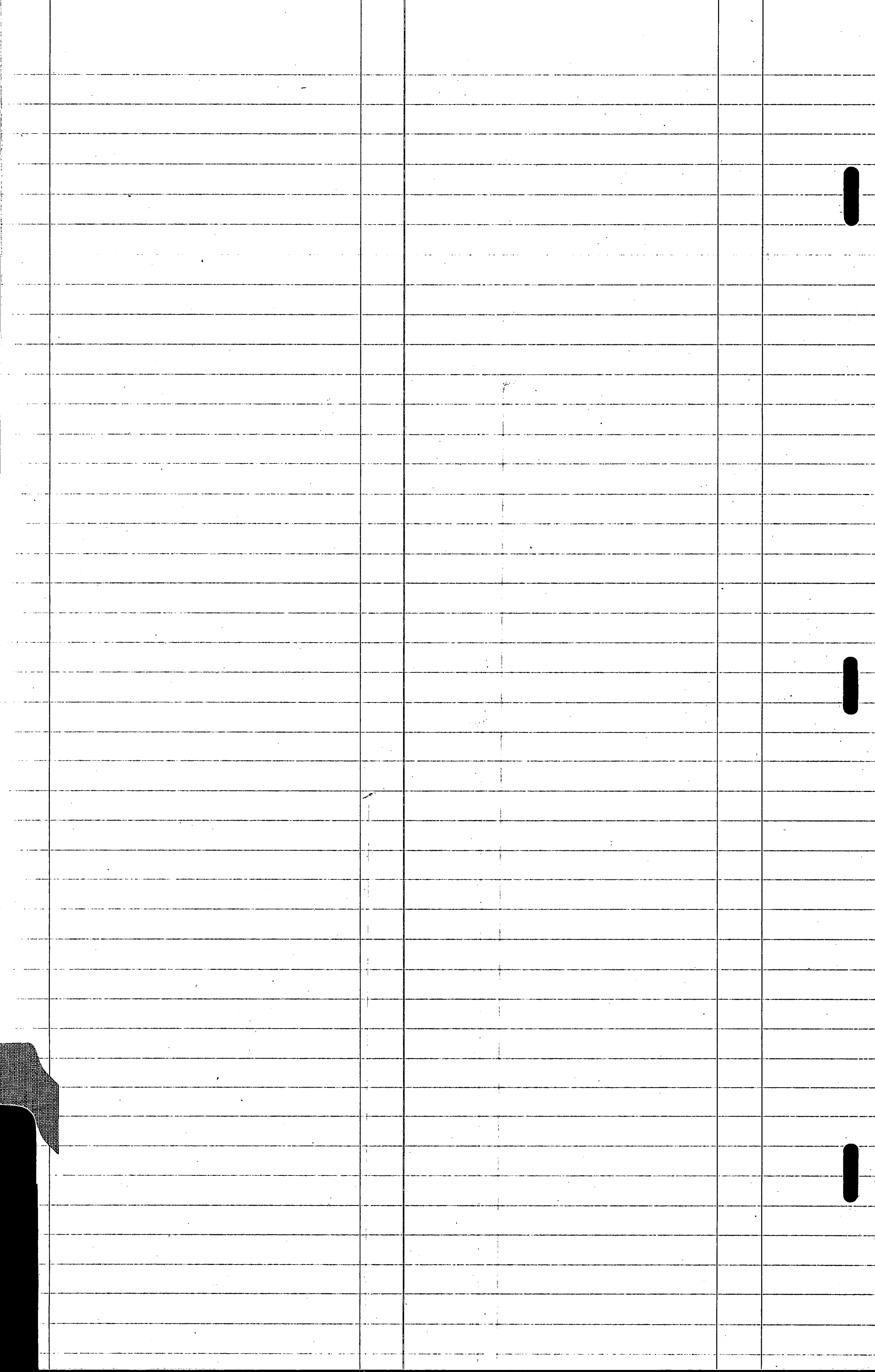
Tidelands - Osborn Co	106189
"	10
"	106190
"	11
"	107880
" Neptune Sea Food Co	109361
" Geo W. Bush	37
" Premier Packing Co	109968
" Jose J. Azevedo	41
" Standard Canning Co.	109751
" L. A. Greelman	45
" Simon Murphy	111025
" Graham, Benj. F.	89
" S. D. Packing Co	111324
" Pacific Tuna Canning Co	92
" U. S. Shipbuilding Corp	111759 1/2
" Neptune Sea Food Co.	99
" W. I. Turck	111952
" Wheeler Chase Fisheries Co	102
" W. I. Turck	112781
" Steele Packing Co	157
"	113780
" W. & O. Howden	169
" Anderson & Miller	113972
" L. A. Greelman	174
" Neptune Sea Food Co	113735
" Lower Calif Fisheries Co	178
" V. L. Boeck	115593
" U. S. Shipping Board Emergency Fleet Corp.	189
" S. D. Shipbuilding & Dry Dock Corp.	115595
" C. C. Benjamin	194
" S. D. Rowing Club	115978
" W. C. & Geo. F. Naylor	206
" Normandy Sea Food Co	115977
" Hamilton Forline	197
" Neptune Sea Food Co	115597
" Musher & Co.	201
" Haynes & Seibert	115979
" A. J. & S. J. Ry Co	219
" Assign from Greelman to Nichols	117436
" S. D. & Coronado Ferry Co	221

Contracts

U. S. Govt - Camp Kearney	<u>Water</u>	<u>122845</u>
		292
U. S. Potash Co - (cement)		398

# Leases

U S Govt (Munic. Pier)	110485
	50
U S Shipbuilding Corp (I. Lands)	113972
	174
U S Govt (Certain Pueblo Lots)	114403
	181
U S Govt (Camp Kearney - Water)	115557
	186
" (Certain Pueblo Lots)	116003
	210
Lots 13-14 Blk 168 Univ Hts (F.W. + M.P.)	117046
	225
" 9-10 " " (Ballaway)	117042
	227
" 7-8 " " (Rutherford)	117041
	228
" 5-6 " " (Bohrer)	117043
	230
" 1/4 " " (Schyde)	117045
	231
" 11-12 " " (Hoelscher)	117044
	233
U S Govt (Municipal Pier)	116969
	216
U S Shipping Bd Emerg. Fleet Corp (I. Lands)	118088
	249
U S Govt (P.L. 1273)	118233
	255
" Certain Pueblo Lots	12254
	295
" P.L. 1273	327
" (Berth Space (Municip. Pier)	329
Upper A.C. - (S. 1/2 P.L. 1332	385
U S Govt (Certain P.L. <sup>for</sup> U S M.C.)	391





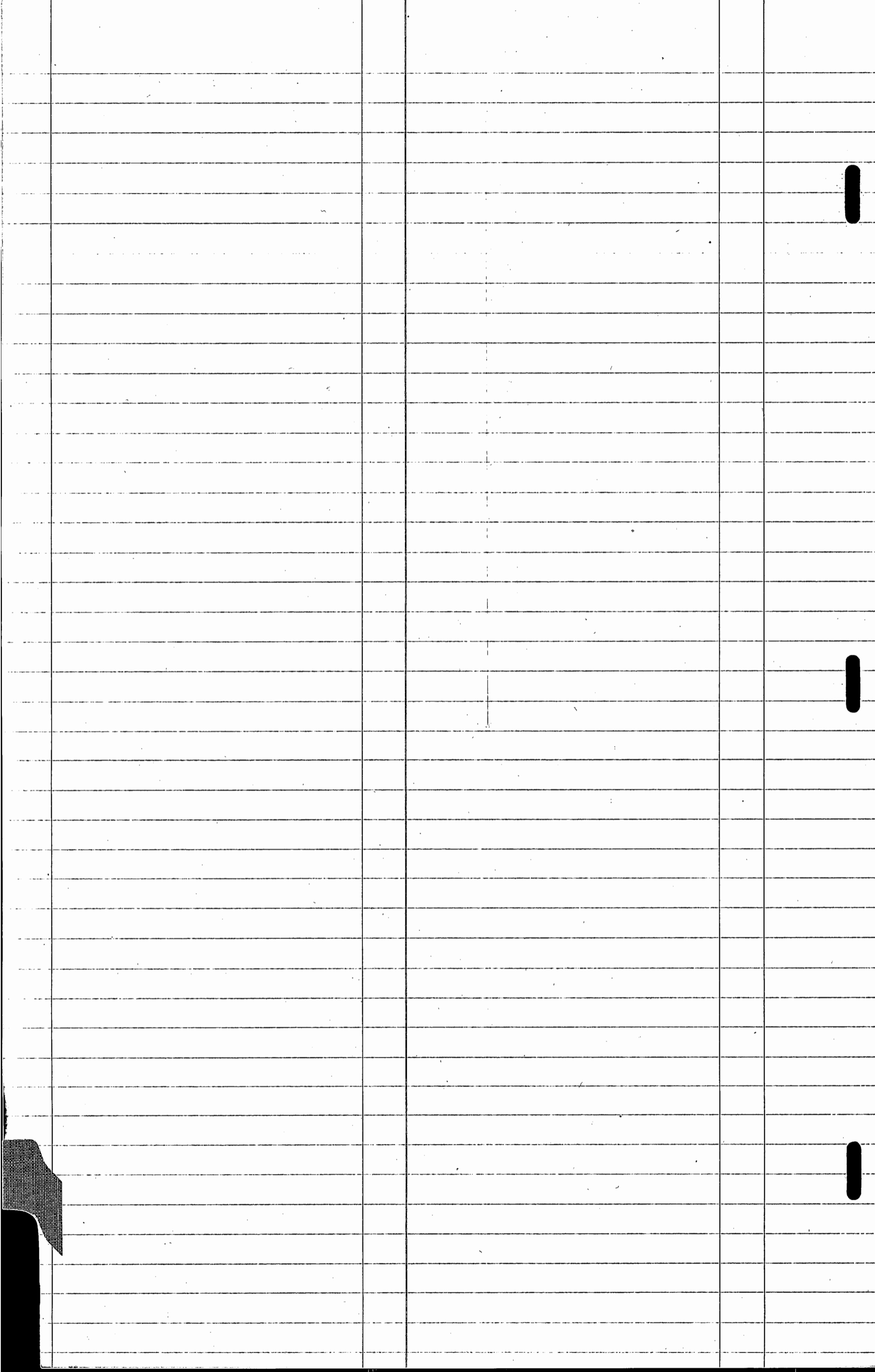
V

# Contracts

Weather and Olson (Sidewalk	109190
2.2. Bdway)	32
	<u>113755</u>
" (Sidewalk n.s. " )	163
	<u>115551</u>
Water (Camp Kearney)	186
" " "	<u>122615</u>
	280
	<u>122845</u>
	292
Water Purchase (Henshaw + Fletcher)	346

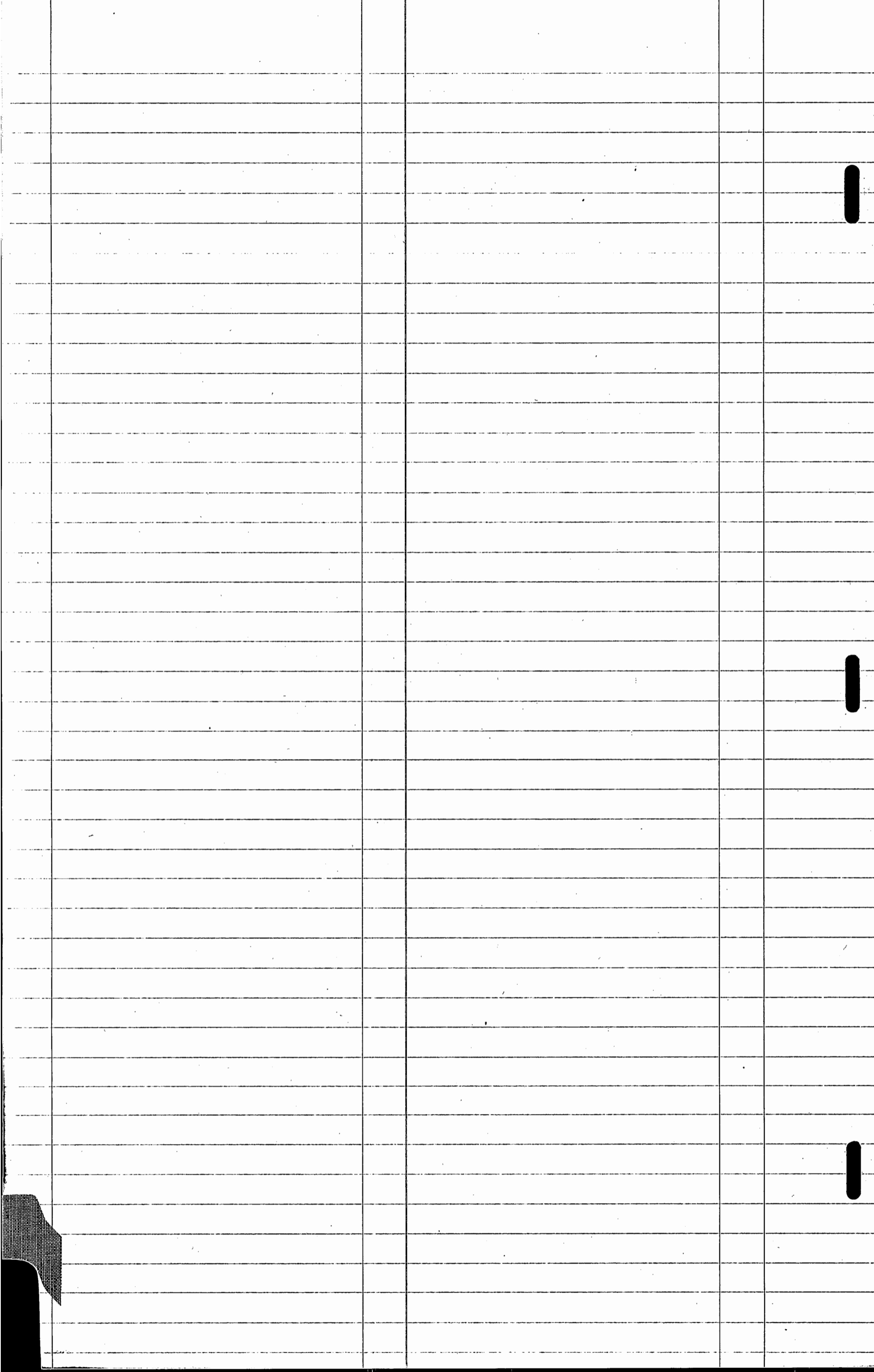
Leases

Wheeler Chase Fisheries Co (Hideland)	115575
	194
Wilson, G. G. (P. L. 1353)	119462
	264
" " "	385
Women's Civic Center (Lot A - Belk 226 <sup>Horton</sup> )	390

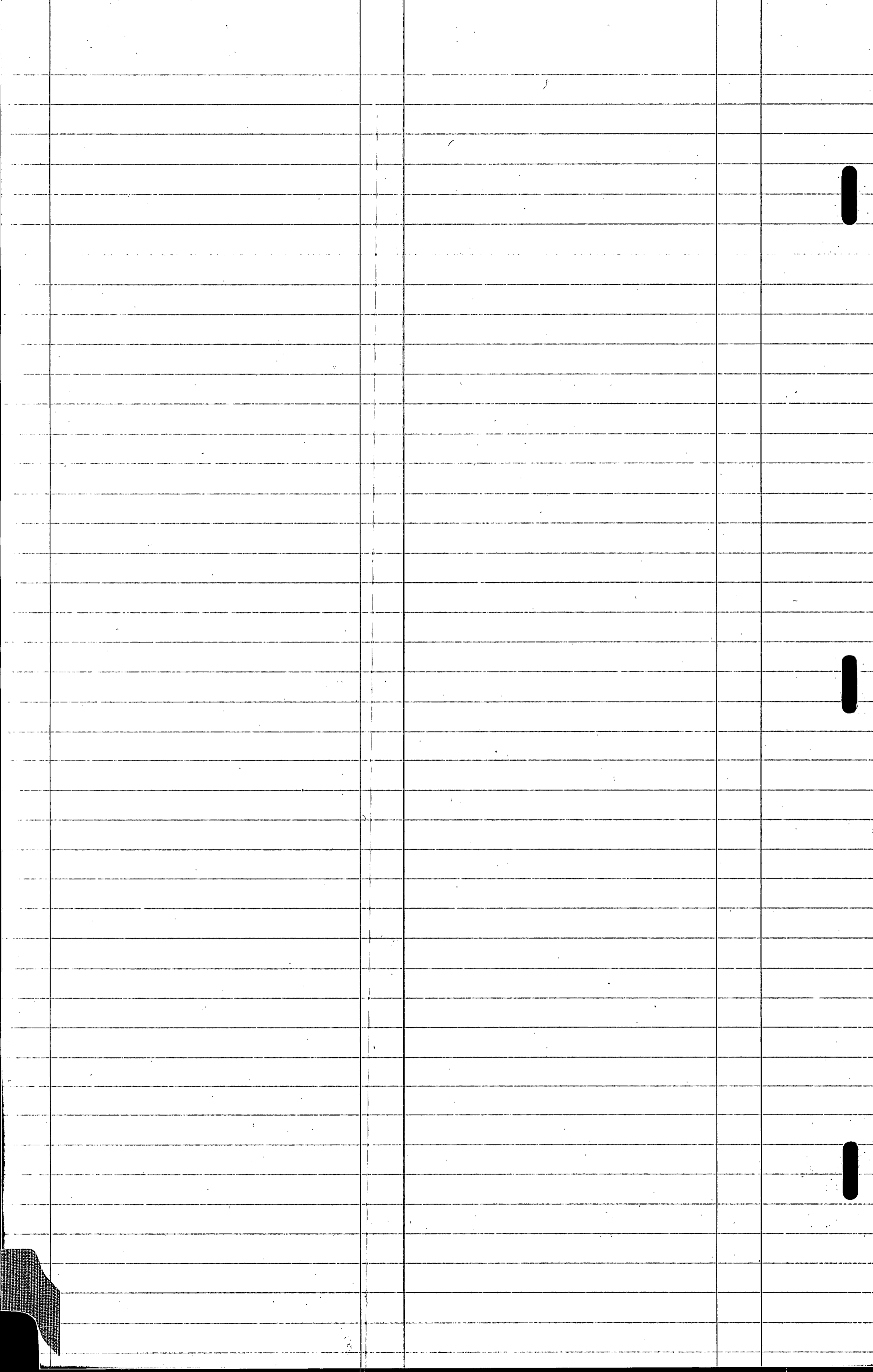




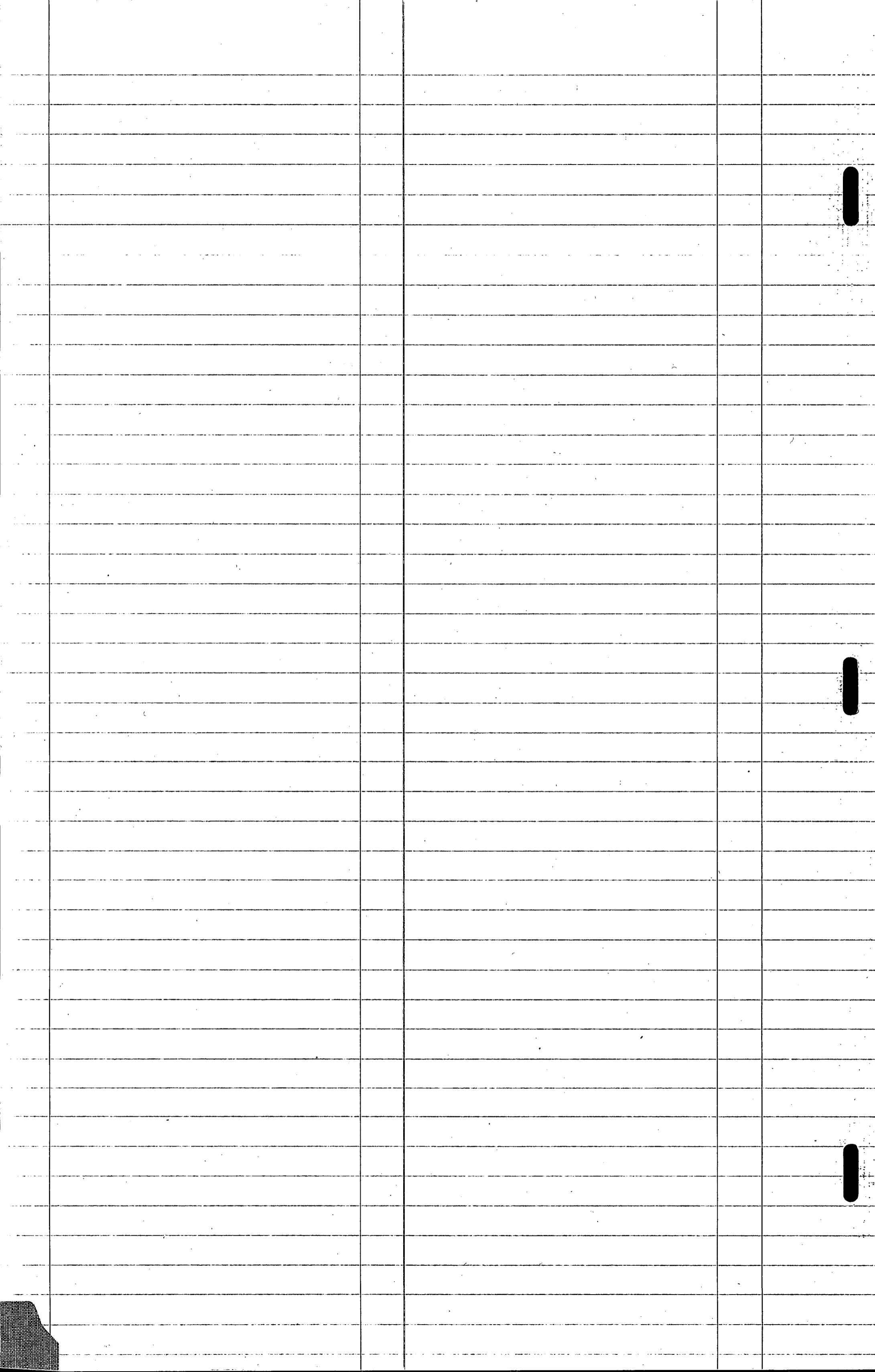
X











MARYLAND CASUALTY COMPANY

BALTIMORE.

KNOW ALL MEN BY THESE PRESENTS, That we, Wm. B. DAVEY and BEN HAWKINS, a co-partnership doing business under the firm name and style of DAVEY AND HAWKINS, of the City of San Diego, State of California, as Principals, and the 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 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 TWENTY DOLLARS (\$6020.00), 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 7th day of February, A. D. 1917.

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 material, 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 for the City of San Diego a rip-rap wall to be laid contiguous to the temporary bulk-head, from the south line of the Municipal Pier to a point where the ground level on the outside of the temporary bulk-head rises to a height of two (2) feet above mean high water, as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 8th day of January, 1917, marked Document No. 105394, and endorsed "Plans and Specifications Construct Rip-Rap Wall - Temporary Bulk-head", 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 SIX THOUSAND TWENTY DOLLARS (\$6020.00), 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 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, 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, the said principals have hereunto set their hands, 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.

DAVEY AND HAWKINS,

By Wm. B. Davey

By Ben Hawkins

(SEAL)

MARYLAND CASUALTY COMPANY.

by F. F. Edelen,

Its Attorney-in-fact.

ATTEST: C. L. Crawford,

Its Attorney-in-fact.

I hereby approve the form of the within Bond, this 9th day of February, 1917.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 13th day of February, 1917.

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.

KNOW ALL MEN BY THESE PRESENTS, That we, Wm. B. DAVEY and BEN HAWKINS, a co-partnership doing business under the firm name and style of DAVEY AND HAWKINS, of the City of San Diego, State of California, as Principals, and the 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 THREE THOUSAND AND TEN DOLLARS (\$3010.00), lawful money of the United 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 heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of February, A. D. 1917.

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 material, 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 for The City of San Diego a rip-rap wall to be laid contiguous to the temporary bulk-head, from the South line of the Municipal Pier to a point where the ground level on the outside of the temporary bulk-head rises to a height of two (2) feet above mean high water, as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 8th day of January, 1917, marked Document No. 105394, and endorsed "Plans and Specifications Construct Rip-Rap Wall- Temporary Bulk-head," 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 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 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.

DAVEY & HAWKINS,

By Wm. B. Davey

By Ben Hawkins.

MARYLAND CASUALTY COMPANY

By F. F. Edelen,

Its Attorney-in-fact

(SEAL)

ATTEST:

C. L. Crawford

Its Attorney-in-fact

I hereby approve the form of the within Bond, this 9th day of February, 1917.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 13th day of February, 1917.

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

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of February, 1917, by and 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 Wm. B. Davey and Ben Hawkins, a co-partnership doing business under the firm name and style of DAVEY AND HAWKINS, of the City of San Diego, State of California, 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 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 for The City of San Diego a rip-rap wall to be laid contiguous to the temporary bulkhead, from the south line of the Municipal Pier to a point where the ground level on the outside of the temporary bulkhead rises to a height of two (2) feet above mean high water, as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 8th day of January, 1917, marked Document No. 105394, and endorsed "Plans and Specifications Construct Rip-Rap Wall - Temporary Bulkhead", true copy of which plans and specifications is hereto attached marked "Exhibit A", incorporated herein and made a part hereof 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 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 Contractors agree to be bound by the interpretation placed upon such plans and specifications by said Common Council.

Said Contractors agree 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:

Rip-rap according to quantities set forth on City Engineer's plans for the sum of Twelve thousand thirty-six dollars (\$12,036.00).

Any additions to or deductions from rock \$1.55 per ton.

Any additions to or deductions from earth fill 40¢ per yard.

Said Contractors agree to commence said work within not to exceed twenty 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 180 days from 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 construction by the said City, will pay said Contractor in warrants drawn upon the Harbor Improvement Bond Fund of 1914 of said City, 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 Contractors.

Said Contractors further agree that they 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 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, located and situated near or adjacent to the point where the work to be performed under the terms of this contract is to be done, 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, prior to the final acceptance of the work by said City said Contractors shall repair such damage at their own cost and expense.

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

Said Contractors further agree to furnish said City of San Diego 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 pro-

vided 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 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 of said City, 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 of San Diego over what the work would have cost at the contract rate, after crediting the Contractors 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 Contractors. 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 Contractors fail 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 Contractors consider any work required of them to be outside the requirements of this contract, or consider any record or ruling of the Manager of Operation as unfair, they 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.

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 said Contractors 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.

6

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 in this agreement first above written.

THE CITY OF SAN DIEGO.

By Herbert R. Fay

O. M. Schmidt,

C. W. Fox.

Walter P. Moore.

Members of the Common Council

Davey & Hawkins

By Wm. B. Davey

Ben Hawkins,

Contractors.

(SEAL) ATTEST:

Allen H. Wright

City Clerk

I hereby approve the form of the foregoing Contract, this 3rd day of February, 1917.

T. B. Cosgrove,

City Attorney.

SPECIFICATIONS FOR THE  
CONSTRUCTION OF A RIP-RAP WALL

Being a wall laid contiguous to the temporary bulkhead from the south line of the Municipal Pier to a point where the ground level on the outside of the temporary bulkhead rises to a height of two (2) feet above mean high water.

1.

The work to be done under these specifications consists of the furnishing of all materials, transportation, or other expenses necessary to construct a rip-rap wall as herein specified and as shown upon the hereto attached plan 600 L, which is hereby made a part of these specifications.

LOCATION: The location of the rip-rap wall shall be between the south line of the Municipal Pier and a point where the present ground elevation of the ground outside the temporary bulkhead is two (2) feet above mean high water, a distance of approximately sixteen hundred and thirty (1630) feet; the rip-rap wall shall be laid contiguous to the temporary bulkhead in a southerly direction from the south line of the Municipal Pier and shall be continuous between the above described limits. The contractor will have been assumed to have visited the above described location and to have made himself perfectly familiar with the conditions, including the making of such investigations as may be necessary to intelligently determine the character of the soil on which the rip-rap wall is to be laid and the condition of the temporary bulkhead which it will be contiguous to, and to have based his bid upon such investigations and conditions.

2.

PLAN: The plans hereto attached and forming a part of these specifications consists of one sheet numbered 600 L and contains the following details and data, to-wit: Profile showing conditions along temporary bulkhead south of Municipal Pier; general plan of temporary bulkhead; approximate length of rip-rap wall; typical section of rip-rap wall along

7

temporary bulkhead; approximate total tonnage of broken stone required for the specified construction; approximate total number of cubic yards of earth needed to fill the interstices between the stones.

MATERIAL: All the material used in the construction of the work herein specified shall conform strictly to the specifications hereinafter set forth and will be subjected to a rigid inspection by the engineer in charge, and any material found under-size, over-size or unsuitable by the engineer in charge will be condemned and must be immediately removed from the work, all at the direction of and in the discretion of the engineer in charge.

4.

BROKEN STONE: All broken stone shall be quarried stone of firm texture, the specific gravity of which shall be not less than 2.64; the maximum size of one stone shall be a stone the cubical contents of which shall not exceed one (1) cubic yard; the minimum size of one stone shall be a stone that will not measure less than two (2) inches on any dimension; the sizes of the stones of the total aggregate of broken stone shall be so proportioned that at least fifty-five per cent (55%) and not over seventy per cent (70%) of the total shall be stones whose cubical contents shall exceed one (1) cubic foot and that at least seventy-five per cent. (75%) and not over eighty-five per cent (85%) of the total shall be stones whose cubical contents shall exceed one-half ( $\frac{1}{2}$ ) cubic foot.

5.

EARTH: All earth shall be taken from the dredger fill behind the temporary bulkhead; the minimum distance from the temporary bulkhead to where earth may be taken shall be twenty-five (25) feet at right angles to and back of the temporary bulkhead, the maximum distance from which earth shall be required to be taken shall be two hundred (200) feet back of and at right angles to the temporary bulkhead; no earth shall be required to be moved a greater distance than four hundred (400) feet from position in dredger fill to position in wall; no earth shall be removed from dredger fill except from borrow pits designated by the engineer in charge; no borrow pits shall be excavated to a greater depth or size than that specified by the engineer in charge.

6.

CONSTRUCTION: All interstices between the stones in the wall shall be filled with earth as the work progresses; the total of the rock used shall be so placed in the wall that the relative proportions of the different sizes of rock shall be practically the same in any section of the wall; all materials to be placed and proportioned under the direction of and at the discretion of the engineer in charge.

7.

BIDS: All bids shall be for the rip-rap wall in place, completed in accordance with these specifications and attached plans. The total amount of material as given on the said plans, or the length or cross-section of the said rip-rap wall are given merely as a guide and may be varied to meet existing conditions by the engineer in charge and payment for work will be made on actual quantities of material in place only and the contractor will be allowed no claims for the reason that more or less material was used than the amount shown on the said plans. Bids for the rock to be used in the construction of the rip-rap wall shall be at so much per ton in place in said wall. Bids for the earth to be used for the filling of the interstices between the rocks shall be at so much per cubic yard for the earth in place as shown on the said plans.

8.

GENERAL REQUIREMENTS:

- (a). All work shall be executed in every respect in a thorough and workmanlike manner.
- (b). Any overseer, superintendent, laborer or other person employed on the work by

8

the contractor, who shall perform his work in a manner contrary to these specifications and attached plan, shall be discharged immediately and not again be employed on the work. 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, or from any acts 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.

(c). No work that may be deficient in any of the requirements of specifications or attached plan 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 deficiency during construction and the contractor shall correct any imperfect work whenever discovered before final acceptance of the work.

(d). The contractor agrees to furnish all necessary labor, tools, material, or other expense to fully complete the work in accordance with these specifications and plan hereto attached.

(e). If, from any cause, any portion or portions of the work to be done in violation of these specifications and attached plan, the contractor shall, at his own expense immediately remove and rebuild such portions or portion in a proper manner.

(f). All work must be done to the satisfaction and under the direction of the engineer in charge, and all questions and disputes with regard to the intent and interpretation of these specifications and attached plans, and the estimates and measurements of materials and work, shall be referred to him and his decision shall be final.

(g). The contractor will be required to hold the City of San Diego, California, the Common Council of the City of San Diego, California, either in an official or personal capacity, harmless from liability caused by injury to persons or property.

(h). Whenever the words "engineer in charge" are used in these specifications, they shall refer to and mean the City Engineer of the City of San Diego, California, or his accredited representative.

(i). No part of the work will be accepted until the whole shall have been completed to the satisfaction of the Common Council of the City of San Diego, California, and the engineer in charge.

(BLUE PRINT ATTACHED)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between DAVEY & HAWKINS and CITY OF SAN DIEGO, CALIFORNIA, for Rip-Rap Wall, being Document No. 106105.

(SEE DRAWING NUMBER 600-L ON FILE IN)  
(CITY ENGINEER'S OFFICE)

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. 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 13th day of February, 1917, by and 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 OLMSTED & GILLELEN, Civil Engineers, of the City of Los Angeles, State of California, party 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 sum 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 make a full and complete study and investi-

gation covering the entire subject of sewage disposal for The City of San Diego, and its additions and subdivisions, including the solution of the most feasible combinations of any or all of the several present outfalls, looking to a general comprehensive sewer system to meet the present and possible future requirements of said City in matters of sewage disposal, in conformity with the most approved practical method and means of construction and sewage disposal, as per said Contractors' Proposition No. 1, contained in Document No. 102577, filed in the office of the City Clerk of said The City of San Diego September 11th, 1916, and endorsed, "Propositions Nos. 1 & 2, from Olmstead & Gillelen re Sewer System City of San Diego, etc."

Said Contractors shall after making such study and investigation make a full and complete report to said City of such investigation, which report shall contain the following:

(a) Arguments, pro and con, as to the advisability of the several available types of sewage disposal works for the use of said City.

(b) The recommendation by said Contractors of the most feasible combination or combinations of any or of all of the several present outfall sewers of said City with a view to providing a general comprehensive sewer system to meet the present and possible future requirements of said City in matters of sewage disposal.

(c) The recommendation by said Contractors of the most approved practical sewage disposal works in connection with such combination or combinations, together with plans and specifications of such recommended sewage disposal works.

It is further agreed by and between the parties hereto that all surveying and engineering data necessary to such study and investigation, plans, specifications and report shall be done and furnished by said City through its City Engineer, acting under the advice of and in conjunction with said Contractors.

Said Contractors agree to do and perform all of the said work, make the said investigation and reports at and for the price of Fifteen hundred dollars (\$1500.00).

Said Contractors agree to commence the said work and investigation within not to exceed ten days after the signing of this contract, and to prosecute the same diligently so that the same shall be completed and said reports delivered within one year 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, will pay said Contractors in warrants drawn against Item 70, Series P, Operating Department Fund, as provided by Section 11 of Ordinance No. 6868 of the ordinances of The City of San Diego, the said sum of Fifteen hundred dollars (\$1500.00), said payments to be made as follows: Seven hundred fifty dollars (\$750.00) shall be paid to said Contractors immediately upon the commencement of such work and investigation by said Contractors, and the remaining seven hundred fifty dollars (\$750.00) shall be paid to said Contractors upon the completion of such investigation, reports, and the delivery thereof to, and acceptance thereof by, said City.

It is further agreed between the parties hereto that this contract, being one to secure the expert services of said Contractors, shall not, under any circumstances, be assigned or sublet.

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 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 Contractors have hereunto set their hands the day and year in this agreement first above 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.

OLMSTED & GILLELEN

By Frank Gillelen,

Contractors.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the within and foregoing Contract, this 9th day of Feb. 1917.

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 OLMSTED & GILLELEN and CITY OF SAN DIEGO, CALIFORNIA, Consulting Engineers on Sewage Disposal, being Document No. 106246.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

#### MODIFICATION OF LEASE.

FOR THAT WHEREAS, THE CITY OF SAN DIEGO, a municipal corporation, and THE OSBORN COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, have heretofore, on the 27th day of September, 1916, entered into a certain Indenture of Lease of tide lands in the Bay of San Diego, and providing for the construction of a wharf thereon, the original of which lease is on file in the office of the City Clerk of The City of San Diego, marked Document No. 102905; and

WHEREAS, for the accommodation of said The Osborn Company it is desired to make certain modifications in said lease:

NOW, THEREFORE, in consideration of the conditions in said lease and the mutual obligations herein undertaken, the parties agree:

First,- That the work of constructing the wharf provided for in said lease may be delayed until such time as the Manager of Operation of said The City of San Diego serves written notice upon said The Osborn Company to commence construction work on said wharf.

Second,- That within sixty (60) days after the service of said written notice The Osborn Company shall commence the work of construction upon said wharf and complete the same within ninety (90) days after the commencement of work, and shall expend in such construction the sum of at least Twenty-five hundred dollars (\$2500.00).

Third,- For a period of time beginning with the execution of this instrument and terminating upon the date when the written notice as herein provided shall be served by the Manager of Operation upon said The Osborn Company, the rental to be paid by said The Osborn Company to said The City of San Diego shall be in the sum of Twenty-five dollars (\$25.00) per month. Upon the service of said written notice the rental shall be Fifty dollars (\$50.00) per month, as provided in said lease of September 27th, 1916, and subject to future changes

as therein provided for.

IN WITNESS WHEREOF, a majority of the members of the Common Council have hereunto set their hands, as and for the act of said The City of San Diego, and said The Osborn Company has caused this instrument to be executed and its corporate name and seal to be hereto affixed by its proper officers thereunto duly authorized, this 7th day of February, 1917.

THE CITY OF SAN DIEGO.

By Herbert R. Fay,  
O. M. Schmidt,  
C. W. Fox  
Walter P. Moore.  
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk,

THE OSBORN COMPANY.

By Geo. W. Beermaker,  
Vice Prest.

(SEAL) ATTEST:

A. L. Bird,  
Secy..

I hereby approve the form of the foregoing Modification of Lease this 6th day of February, 1917.

T. B. Cosgrove,  
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of MOFIFICATION OF LEASE OF TIDE LANDS to OSBORN COMPANY, being document No. 106189.

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

MODIFICATION OF LEASE.

FOR THAT WHEREAS, THE CITY OF SAN DIEGO, a municipal corporation, and THE OSBORN COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, have heretofore, on the 27th day of September, 1916, entered into a certain indenture of lease of lots one (1) to six (6), inclusive, in block seventeen (17), of Municipal Tide Lands Subdivision, Tract No. 1, and providing for the erection of certain buildings thereon, the original of which lease is on file in the office of the City Clerk of said The City of San Diego, marked Document No. 102906; and

WHEREAS, for the accommodation of said The Osborn Company it is desired to make certain modifications in said lease:

NOW, THEREFORE, in consideration of the conditions in said lease and the mutual obligations herein undertaken, the parties agree:

First,- That the work of erection, construction and completion of any building or portion of building remaining unfinished at this time, which, under the terms of the said lease of September 27th, 1916, said The Osborn Company undertook and agreed to erect and construct, may be delayed until such time as the Manager of Operation of said The City of San Diego shall serve upon said The Osborn Company a written notice to proceed with the construction or completion of such building or buildings, and that upon the service of such notice said The Osborn Company shall be entitled to a period of sixty (60) days within which to commence the construction or completion of said building or buildings, and ninety

(90) days thereafter within which to complete the same, and expend the sum of Twenty-five thousand dollars (\$25,000.00) upon such building or buildings as is required by said lease of September 27th, 1916.

Second,- For a period of time beginning with the execution of this instrument and terminating upon the date when the written notice as herein provided shall be served by the Manager of Operation upon said The Osborn Company, the rental to be paid by said The Osborn Company to said The City of San Diego shall be in the sum of Fifty-five dollars (\$55.00) per month. Upon the service of said written notice the rental shall be One hundred dollars (\$100.00) per month, as provided in said lease of September 27th, 1916, and subject to future changes as therein provided for.

IN WITNESS WHEREOF, a majority of the members of the Common Council have hereunto set their hands, as and for the act of said The City of San Diego, and said The Osborn Company has caused this instrument to be executed and its corporate name and seal to be hereto affixed by its proper officers thereunto duly authorized, this 7th day of February, 1917.

THE CITY OF SAN DIEGO.

By Herbert R. Fay,

O. M. Schmidt,

C. W. Fox.

Walter P. Moore.

Members of the Common Council.

THE OSBORN COMPANY.

By Geo. W. Beermaker,

Vice Prest.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

(SEAL) ATTEST:

A. L. Bird,

Secy.

I hereby approve the form of the foregoing Modification of Lease this 6th day of February, 1917.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of MODIFICATION OF LEASE OF TIDE LANDS to OSBORN COMPANY, being Document No. 106190.

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, FAIRCHILD-GILMORE-WILTON COMPANY, a corporation organized and existing under and by virtue of the laws of the 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 Fifteen hundred seventy-five dollars (\$1575.00), 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 19th day of March, 1917.

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, transportation, material and supplies or other expenses of every kind and description necessary or incidental to the performance of the following work upon the following streets in the City of San Diego, California, to-wit:

The paving, with asphalt macadam pavement laid upon a concrete base, of the roadway of INDIA STREET, in said City, from curb line to curb line, from the north line of Kalmia Street in said City, to a point 121 feet north from the north line of Kalmia Street (excepting such portions of the said India Street, between said points, required by law to be kept in order, improved or repaired by any person or company having railroad tracks thereon);

Also, the paving, with asphalt macadam pavement laid upon a concrete base, of the roadway of UNIVERSITY AVENUE, in said City, from curb line to curb line, from a point 70 feet east from the east line of Florida Street in said City to a point 210 feet east from the east line of said Florida Street (excepting such portions of the said University Avenue, between said points, required by law to be kept in order or repair by any person or company having railroad tracks thereon);

Also, the paving with asphalt macadam pavement laid upon a concrete base, of the roadway of B STREET, in said City, from curb line to curb line, from a point 63 feet west from the west line of Twenty-eighth Street in said City, to a point 279 feet west from the west line of said Twenty-eighth Street (excepting such portions of the said B Street, between said points, required by law to be kept in order, improved or repaired by any person or company having railroad tracks thereon);

All of said work upon said India Street, University Avenue and B Street to be done as shown upon and according to the plans, drawings, typical cross-sections and specifications therefor contained in Document No. 106179, on file in the office of the City Clerk of said City, and copies of which are on file in the office of the City Engineer of said City; a copy of which said plans, drawings, typical cross-sections and specifications contained in said Document No. 106179 is attached to said contract, marked "Exhibit A," and by reference thereto incorporated therein as fully as if each part thereof were printed or written out plainly in said contract.

AND WHEREAS, the aforesaid penal sum of Fifteen hundred seventy-five dollars (\$1575.00), 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 this instrument to be executed, and their corporate names and seals to be hereto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

FAIRCHILD-GILMORE-WILTON CO. (SEAL)

By G. R. Wilton, Prest.

UNITED STATES FIDELITY & GUARANTY COMPANY  
By C. W. Oesting,

Attorney-in-Fact. (SEAL)

I hereby approve the form of the within Bond, this 19th day of March, 1917.

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 March, 1917.

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.

# B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, FAIRCHILD-GILMORE-WILTON COMPANY, a corporation organized and existing under and by virtue of the laws of the 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 Seven hundred ninety dollars (\$790.00), 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 successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of March, 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 the following work upon the following streets in said City of San Diego, to-wit:

The paving, with asphalt macadam pavement laid upon a concrete base, of the roadway of INDIA STREET, in said City, from curb line to curb line, from the north line of Kalmia Street in said City, to a point 121 feet north from the north line of Kalmia Street, (excepting such portions of the said India Street, between said points, required by law to be kept in order, improved or repaired by any person or company having railroad tracks thereon);

Also, the paving with asphalt macadam pavement laid upon a concrete base, of the roadway of UNIVERSITY AVENUE, in said City, from curb line to curb line, from a point 70 feet east from the east line of Florida Street in said City to a point 210 feet east from the east line of said Florida Street (excepting such portions of the said University Avenue, between said points, required by law to be kept in order, improved or repaired by any person or company having railroad tracks thereon);

Also, the paving with asphalt macadam pavement laid upon a concrete base, of the roadway of B STREET, in said City, from curb line to curb line, from a point 63 feet west from the west line of Twenty-eighth Street in said City, to a point 279 feet west from the west line of said Twenty-eighth Street (excepting such portions of the said B Street, between said points, required by law to be kept in order, improved or repaired by any person or company having railroad tracks thereon);

All of said work upon said India Street, University Avenue and B Street to be done as

shown upon and according to the plans, drawings, typical cross-sections and specifications therefor contained in Document No. 106179, on file in the office of the City Clerk of said City, and copies of which are on file in the office of the City Engineer of said City; a copy of which said plans, drawings, typical cross-sections and specifications contained in said Document No. 106179 is attached to said contract, marked "Exhibit A," and by reference thereto incorporated therein as fully as if each part thereof were printed or written out plainly 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 and surety have caused this instrument to be executed, and their corporate names and seals to be hereto affixed, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

FAIRCHILD-GILMORE-WILTON CO. (SEAL)

By G. R. Wilton, Prest.

UNITED STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting,  
Attorney in Fact. (SEAL)

I hereby approve the form of the within Bond, this 19th day of March, 1917.

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 March, 1917.

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.

C O N T R A C T.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 19th day of March, 1917, by and 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 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 labor, tools, transportation, material and supplies, and other expenses of every kind and description necessary or incidental to the performance of the following work upon the following named streets in the City of San Diego, California, to-wit:

The paving, with asphalt macadam pavement laid upon a concrete base, of the roadway of INDIA STREET, in said City, from curb line to curb line, from the north line of Kalmia

Street in said City, to a point 121 feet north from the north line of Kalmia Street (excepting such portions of the said India Street, between said points, required by law to be kept in order, improved or repaired by any person or company having railroad tracks thereon);

Also, the paving, with asphalt macadam pavement laid upon a concrete base, of the roadway of UNIVERSITY AVENUE, in said City, from curb line to curb line, from a point 70 feet east from the east line of Florida Street in said City to a point 210 feet east from the east line of said Florida Street (excepting such portions of the said University Avenue, between said points, required by law to be kept in order, improved or repaired by any person or company having railroad tracks thereon);

Also, the paving with asphalt macadam pavement laid upon a concrete base, of the roadway of B STREET, in said City, from curb line to curb line, from a point 63 feet west from the west line of Twenty-eighth Street in said City, to a point 279 feet west from the west line of said Twenty-eighth Street (excepting such portions of the said B Street, between said points, required by law to be kept in order, improved or repaired by any person or company having railroad tracks thereon);

All of said work upon said India Street, University Avenue and B Street to be done as shown upon and according to the plans, drawings, typical cross-sections and specifications therefor contained in Document No. 106179, on file in the office of the City Clerk of said City, and copies of which are on file in the office of the City Engineer of said City; a copy of which said plans, drawings, typical cross-sections and specifications contained in said Document No. 106179 is attached hereto, marked "Exhibit A," and 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 at and for the price of eighteen and five-tenths (18-5/10) cents per square foot.

Said contractor agrees to commence said work of paving within not to exceed 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 60 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 it to be performed, and the acceptance of said work by said City, will pay said contractor in warrants drawn upon Item 23, Series P, Operating Department Fund, as provided by Section 11 of Ordinance No. 6868 of the ordinances of said City, the sum of eighteen and five-tenths (18-5/10) per square foot for said asphalt macadam pavement; said payments to be made as follows:

Upon completion of the said work, and the acceptance of the same by the Common Council, seventy-five per cent. (75%) of the said contract price shall be paid said contractor, and twenty-five per cent. (25%) of the whole contract price, and of 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, when on proof that the contract has been fully performed, and all charges for labor and material have been paid, the 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 it will be bound by each and every part of the

plans, drawings, typical cross-sections 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 it 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 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 paving 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 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.

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 contract 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 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 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 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 and ruling.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; 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 caused this contract to be executed, and its corporate name and seal to be hereto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above 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.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

FAIRCHILD-GILMORE-WILTON COMPANY

By G. R. Wilton, Prest. (SEAL)

I hereby approve the form of the foregoing Contract this 19th day of March, 1917.

T. B. COSGROVE, City Attorney.

By M. R. Thorp,

Deputy City Attorney.

(BLUE PRINTS ATTACHED )

(Also Ordinance No. 6747)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between FAIRCHILD-GILMORE-WILTON COMPANY and City of San Diego, California, for Paving portions of INDIA, B and UNIVERSITY AVENUE, being Document No. 107416.

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 28th day of March, 1917, 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 SEA FOOD 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 8, 9 and 10, in Block 3, of the Municipal Tide Lands Subdivision, Tract No. 1, except that portion heretofore leased to said Neptune Sea Food Company, as described in Ordinances numbered 6309 and 6651 of the Ordinances of The City of San Diego.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for a term to and including the 31st day of December, 1939, at the following yearly rentals:

The sum of One Dollar (\$1.00) per month for the remainder of the year 1917;

The sum of Forty Dollars (\$40.00) per month for the years 1918 to 1922, inclusive;

The monthly rental for the remainder of the term of this lease shall be fixed by the Common Council of said City in the year 1922.

All of said rentals are payable monthly in advance on the first day of each and every month 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 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 sixty (60) days

from and after the execution of this lease, commence the construction and erection of certain buildings and structures, and expend in the construction and erection of such buildings and structures a sum of money not less than Fifteen Thousand Dollars (\$15,000.00), and the failure of said Lessee to expend said sum of Fifteen Thousand dollars (\$15,000.00) on or before the first day of September, 1917, shall be sufficient cause to warrant the cancellation of this lease by said Common Council. It is further understood and agreed 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 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, 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 building 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 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.

(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 re-

fuse 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.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

THE CITY OF SAN DIEGO

P. J. Benbough,

O. M. Schmidt,

C. W. Fox,

Walter P. Moore.

Members of the Common Council

NEPTUNE SEA FOOD COMPANY

By N. C. Sprague,

(SEAL) ATTEST:

Edward J. Risser, Secy.

Vice Pres.

I hereby approve the form of the foregoing lease, this 28th day of March, 1917.

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 NEPTUNE SEA FOOD CO. for tide lands, being Document No. 107880.

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, SECURITY BANK NOTE COMPANY, a corporation, as principal, and UNITED STATES FIDELITY AND GUARANTY CO., a corporation of the State of Maryland, as sureties, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Eighty Dollars (\$80.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, the said principal hereby binds itself, its successors and assigns, and the said sureties hereby bind themselves, their heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3d day of April, 1917.

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 seven hundred two (702) bonds, together with the coupons to be at-

tached 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. 6928 of the ordinances of said City, entitled, "An Ordinance providing for the issuance of certain city bonds," approved February 26th, 1917, 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 hereto attached, by its proper officers thereunto duly authorized, and said sureties have hereunto subscribed their names, the day and year first hereinabove written.

SECURITY BANK NOTE COMPANY.

By T. A. Bradley,

Pres. (SEAL)

ATTEST:

Harvey N. Carpenter,

Secy.

UNITED STATES FIDELITY AND GUARANTY CO.

By Henry Strouse,

Res. Vice Pres.

Attest: Winfield S. Caldwell

Resident Secretary (SEAL)

Sureties.

I hereby approve the form of the within Bond, this 10th day of April, 1917.

T. B. Cosgrove,

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 11th day of April, 1917.

O. M. Schmidt

C. N. Fox,

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 this 11th day of April, A. D. 1917, 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 SECURITY BANK NOTE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, 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 the following work, to-wit:

Said Contractor hereby agrees to furnish bonds and coupons, in the form prescribed by Ordinance No. 6928 of the ordinances of The City of San Diego, entitled, "An Ordinance providing for the issuance of certain city bonds," approved February 26th, 1917, together with the endorsements on the back, and such other matter as herein stipulated and provided for; and to furnish, for the use of The City of San Diego, Seven hundred two (702) bonds, six hundred sixty-three (663) of which are of the denomination of One thousand

dollars (\$1000.00) each, thirty-eight (38) of which are of the denomination of Five hundred dollars (\$500.00) each, and one (1) is of the denomination of two hundred dollars (\$200.00), together with the 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. 6928, and as in this contract further provided; a true copy of said Ordinance No. 6928 is attached hereto, marked "Exhibit A", and is hereby incorporated into this contract as fully as if written herein. All work upon said bonds, except the border, which is to be steel engraved, is to be lithographed on paper known as "Crane's Bond No. 29." The denomination of the bond must be engraved in large figures in the border at either side of the story of the bond. The amount of the principal of each bond shall be lithographed upon the face thereof in large figures running through the body of the bond, and lithographed in a color to harmonize with the border of the bond.

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 said 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.

As a further endorsement on the back of each bond, there shall be printed the following:

"The original opinion of Messrs. Dillon, Thomson & Clay, of New York City, approving the procedure followed in the issuance of this bond and asserting the validity thereof, is filed for the inspection of the holder hereof with the National City Bank, New York, N. Y. "

The interest coupons shall be so printed that one coupon of every bond shall mature on the first day of October, and one on the first day of April 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-hand 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.

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 At-

torney'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 First day of May, 1917.

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 eighty-two dollars (\$282.00).

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 eighty-two dollars (\$282.00).

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 Security Bank Note Company 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

By O. M. Schmidt

C. W. Fox

Walter P. Moore.

Members of the Common Council.

SECURITY BANK NOTE COMPANY

By T. A. Bradley,

Pres. (SEAL)

ATTEST:

Harvey N. Carpenter,

Secy.

I hereby approve the form of the foregoing Contract, this 28th day of March, 1917.

T. B. Cosgrove,

City Attorney.

STATE OF PENNSYLVANIA, )  
 ) ss.  
COUNTY OF PHILADELPHIA, )

On this 3d day of April, one thousand nine hundred and seventeen before me personally came HENRY STROUSE, known to me to be the Resident Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the annexed bond of Security Bank Note Co. as surety thereon, and who being by me duly sworn, deposes and says that he resides in the City of Philadelphia, State of Pennsylvania; that he is the Resident Vice-President of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, and knows the corporate seal thereof; that said Company is duly and legally incorporated under the laws of the State of Maryland; and that said Company has complied with the provisions of the Acts of Assembly of the State of California allowing certain corporations to be accepted as surety on bonds; that the seal affixed to the annexed bond of Security Bank Note Co. is the corporate seal of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, and was thereto affixed by order and authority of the Board of Directors of said Company;

and that he signed his name thereto by like order and authority as Resident Vice-President of said Company; and that he is acquainted with WINFIELD S. CALDWELL, and knows him to be the Resident Secretary of said Company; and that the signature of said WINFIELD S. CALDWELL, subscribed to said bond is in the genuine handwriting of said WINFIELD S. CALDWELL, and was thereto subscribed by order and authority of said Board of Directors, and in the presence of said deponent.

Sworn and subscribed before me.

Henry Strouse,

the day and year aforesaid.

Resident Vice-President.

Howard C. Reynolds,

NOTARY PUBLIC.

COMMISSION EXPIRES

FEBRUARY 21, 1919.

At a special meeting of the Board of Directors of the UNITED STATES FIDELITY AND GUARANTY COMPANY, held at the office of the Company, in the City of Baltimore, State of Maryland, on the 29th day of October, A. D. 1914, at which was present a quorum of said Directors, duly authorized to act in the premises, on motion duly seconded, it was unanimously

Resolved, That J. WALTER ZEBLEY and HENRY STROUSE be, and they hereby are elected Resident Vice-Presidents of the Company, residing in Philadelphia, Pennsylvania, and WINFIELD S. CALDWELL and EDWARD J. FISHER be, and they are hereby elected Resident Secretary and Resident Secretary pro-tem, respectively, of said Company, residing in Philadelphia, Pennsylvania, and either of said Resident Vice-presidents be and they hereby are authorized and empowered to sign the name of the Company as surety to and to execute, acknowledge, justify upon and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performance of contracts other than insurance policies, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and

ALSO, to make, execute, seal and deliver all bonds or undertakings required under Chapter 282 of the Revised Statutes of the United States, entitled "An Act relative to recognizances, stipulations, bonds and undertakings and to allow certain corporations to be accepted as surety thereon," passed August 13th, 1894, and

ALSO, to affix the seal of the Company to any and all of said bonds or undertakings; said seal when so affixed to be attested in every instance by the said WINFIELD S. CALDWELL, Resident Secretary, or EDWARD J. FISHER, Resident Secretary pro-tem.

ALSO, to countersign on behalf of said Company and as its representatives, all checks on deposit made subject to the countersignature of a representative of said Company.  
CITY AND COUNTY OF PHILADELPHIA, SS.

I, WINFIELD S. CALDWELL, Resident Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, having compared the foregoing resolution with the original thereof, as recorded in the Minute Book of said Company, do hereby certify that the same is a true and correct transcript therefrom, and of the whole of said original resolution.

Given under my hand and the seal of the Company, at the city of Philadelphia, this 3d day of April, 1917.

Winfield S. Caldwell, (SEAL)

Resident Secretary.

"EXHIBIT A"

(See Ordinance No. 6928.)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of

CONTRACT with SECURITY BANK NOTE COMPANY, for Lithographing Lower Otay Dam Bonds, being Document No. 107885.

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. D. and A. B. Spreckels, doing business as The Tribune Company, as principals, and the MARYLAND CASUALTY COMPANY, 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 ONE THOUSAND Dollars (\$1000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, the said principals hereby bind themselves, their heirs, executors, administrators, and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed and dated by us this 25th day of April, A. D. 1917.

The conditions of the above and foregoing obligation are such that whereas, the said principals on the 25th day of April, 1917, entered into the annexed contract with said The City of San Diego, to do all the advertising of said City, including the delinquent tax list, for the years beginning with the first day of June, 1917, and ending with the thirty-first day of May, 1919, in their daily newspaper, which is called The Evening Tribune, for the following prices:

For each 1000 ems of type, set solid, if the publication is made three times, or less,-----\$ 1.95

For each 1000 ems of type, set solid, if the publication is made five times,-----  
---- 2.10

For each 1000 ems of type, set solid, if the publication is made ten times,--- 2.65

For each 1000 ems of type, set solid, if the publication is made fifteen times,---  
---- 2.75

For each 1000 ems of type, set solid, if the publication is made twenty-one times,-  
---- 2.85

For each 1000 ems of type, set solid, if the publication is made thirty times,-----  
---- 3.85

For the complete publication of the delinquent tax list, once a week for three weeks, set solid, for each 1000 ems,----- \$3.45

all as in said contract provided.

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 the said surety has caused these presents to be executed and its corporate name and seal to be hereunto subscribed by its proper officers thereunto duly authorized, this 25th day of April, 1917.

John D. Spreckels and A. B. Spreckels, doing  
business as The Tribune Company, a partnership.

By Jas. MacMullen Manager.

Principals.

MARYLAND CASUALTY COMPANY

Surety.

By V. Wankowski.

Its Attorney-in-fact.

(SEAL) ATTEST: C. L. Crawford,

Its Attorney-in-fact.

I hereby approve the form of the within Bond, this 25th day of April, 1917.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of April, 1917.

O. M. Schmidt,

C. W. Fox,

(SEAL) ATTEST:

P. J. Benbough,

Allen H. Wright,

Walter P. Moore,

City Clerk.

Members of the Common Council.

THIS AGREEMENT, made and entered into this 25th day of April, A. D. 1917, by and between J. D. Spreckels and A. B. Spreckels, doing business as The Tribune Company, having its principal place of business in The City of San Diego, State of California, the party of the first part, and hereinafter in this contract designated as the Company, and The City of San Diego, a municipal corporation organized and existing under the provisions of section 8, Article XI of the Constitution of the State of California, party of the second part, and hereinafter referred to in this contract and designated as the City, WITNESSETH:

That the said company will, and does hereby undertake to and with the said City, for and in consideration of the covenants and agreements hereinafter contained on the part of said City to be performed, to do all the advertising of said City, including the delinquent tax list, for the years beginning with the first day of June, 1917, and ending with the thirty-first day of May, 1919, in its daily newspaper, which is called The Evening Tribune, for the following prices:

For each 1000 ems of type, set solid, if the publication	
is made three times, or less,-----	\$1.95
For each 1000 ems of type, set solid, if the publication	
is made five times, -----	2.10
For each 1000 ems of type, set solid, if the publication	
is made ten times, -----	2.65
For each 1000 ems of type, set solid, if the publication	
is made fifteen times, -----	2.75
For each 1000 ems of type, set solid, if the publication	
is made, twenty-one times,-----	2.85
For each 1000 ems of type, set solid, if the publication	
is made thirty times,-----	3.85
For the complete publication of the delinquent tax list, once a week	
for three weeks, set solid, for each 1000 ems,-----	3.45

Any single notice of less than 1000 ems to be considered 1000 ems, but where there are a number of ems over and above the first 1000 ems, which number does not equal a full 1000 ems, the same shall be paid for pro rata. Unusual headlines and other artifices to increase space will not be allowed.

Said Company shall further furnish the City Clerk, the Street Superintendent, the City Auditor, the City Engineer, the Operating Department, and the City Attorney, at their respective offices, each with a copy of every regular issue of the paper in which the ad-

vertising is made, and it shall further furnish, when requested to do so, to the board, department, officer, or any authority making the publication, copies of such publication, not to exceed twenty; together with affidavits of such publication made by the person who, under the law, is authorized to be competent to make affidavits of publication, without any additional cost to the said City. The affidavits above mentioned may be sworn to before the City Clerk, without cost to the company.

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

It is further understood and agreed that this contract gives to the said company the right to do all the advertising of said city, including the delinquent tax list thereof, from the first day of June, 1917, to and including the thirty-first day of May, 1919.

It is further agreed that should any advertising be unfinished on the thirty-first day of May, 1919, that the same shall be finished and completed by the said company in its said newspaper at and for the rates hereinbefore set forth.

IN WITNESS WHEREOF, the said Company has caused these presents to be executed by its General Manager and the execution thereof to be attested by its Business Manager, this 25th day of April, 1917; and these presents have been subscribed to by a majority of the members of the Common Council, on behalf of said City, in pursuance of the duly adopted resolution of said Common Council, of date the 25th day of April, A. D. 1917.

The Tribune Co.

a partnership

By

Jas MacMullen,

General Manager of The Tribune  
Company.

ATTEST:

E. F. Parmelee,

Business Manager of The  
Tribune Company.

THE CITY OF SAN DIEGO.

By

O. M. Schmidt

C. W. Fox,

Walter P. Moore.

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

I hereby approve the form of the within and foregoing Contract this 25th day of April, 1917.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with THE TRIBUNE COMPANY for Official Advertising, being Document No. 108933.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By

*Y. A. Jacques*

Deputy.

THIS AGREEMENT, made and entered into this second day of May, 1917, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its Common Council, and JOHN E. MERIT, of The City of San Diego, State of California, WITNESSETH:

THAT WHEREAS, The City of San Diego, a municipal corporation, entered into a certain agreement with John E. Merit on the 17th day of November, 1913, said agreement being contained in Document No. 69869; and

WHEREAS, on the 22nd day of December, 1913, the said City of San Diego leased certain real property of the said City to said John E. Merit, said lease being contained in Document No. 71074; and

WHEREAS, on the first day of April, 1914, the said City of San Diego entered into another certain agreement with said John E. Merit, said agreement being contained in Document No. 75637; and

WHEREAS, the object of said agreements and said lease herein mentioned was to provide for the collection and disposal of city refuse as the same is defined in Ordinance No. 5265 of the ordinances of the City of San Diego, California, and for the issuing to said John E. Merit of a license to collect city refuse in those portions of the City of San Diego described in said agreements contained in said Documents numbered 69869 and 75637, and the leasing to said John E. Merit of certain real property of the City of San Diego described in Document No. 71074, and the payment by the said John E. Merit of the sum of three hundred eighty-one and 50/100 dollars (\$381.50) per month during the term of said agreements and lease; and

WHEREAS, the term of said agreements and said lease expired on the first day of May, 1917; and

WHEREAS, the Common Council of The City of San Diego is desirous of continuing the said agreements and said lease hereinabove mentioned for a further period of six months from and after the first day of May, 1917;

NOW, THEREFORE, the said City of San Diego, for and in consideration of the covenants and agreements on the part of said John E. Merit contained in those certain instruments contained in Documents numbered 69869, 71074 and 75637, and the further covenants and agreements on the part of said John E. Merit herein contained, hereby covenants and agrees to renew those certain agreements contained in said Documents numbered 69869, 71074 and 75637, for a further period of six months from and after the first day of May, 1917.

And the said John E. Merit, in consideration of the covenants and agreements on the part of the City of San Diego contained in those certain instruments contained in Documents numbered 69869, 71074 and 75637 hereby covenants and agrees to renew those certain agreements contained in said Documents, for a further period of six months from and after the first day of May, 1917.

It is expressly understood and agreed by and between the parties hereto that the agreements contained in Documents numbered 69869, 71074 and 75637 shall be renewed and continued in full force and effect as to all terms and conditions set forth in said agreements for a further period of six months from and after the first day of May, 1917.

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 Common Council authorizing such execution on the part of said City, and said John E. Merit has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

BY O. M. Schmidt  
C. W. Fox  
P. J. Benbough  
Walter P. Moore  
Members of the Common Council of  
The City of San Diego.

John E. Merit,  
Contractor.

I hereby approve the form of the foregoing Agreement, this 2d day of May, 1917.

T. B. Cosgrove,  
City Attorney.

By L. D. Jennings,  
Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with JOHN E. MERIT, for Collection of Refuse and Garbage, being Document No. 109140.

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

L E A S E.

THIS INDENTURE, made this 5th day of May, 1917, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City, under and by virtue of the authority conferred by Ordinance No. 6970 of the ordinances of The City of San Diego, authorizing the execution of this lease, and the LA JOLIA COUNTRY CLUB, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described property situated in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

All of 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, now owned by said City.

For the term commencing with the date hereof and ending January 1st, 1930, at a yearly rental of one dollar (\$1.00) per year, payable annually in advance.

It is expressly understood and agreed by and between the said parties hereto that said city shall have the right, and such right is hereby expressly reserved to said city, to open, construct and maintain a highway or street over and across the premises hereinabove described and leased, of a width and at such location on said premises as may be determined by the Common Council of said City, and it is further understood and agreed by both parties hereto that said city shall have the right, and such right is hereby expressly reserved, to construct and maintain on said premises a reservoir for the storage of water, of a size and capacity, and on such location on said premises as may be determined by the Common Council of said City. Such improvements hereinabove described shall be constructed at the expense of said City, in a careful and prudent manner, using due care

not to unnecessarily injure or interfere with the use of said premises by said Lessee; provided, however, and it is hereby expressly understood and agreed by both parties hereto that said City shall not be responsible or liable to said Lessee for any damage or detriment suffered by said Lessee by reason of the construction by said City of said highway and reservoir.

And said Lessee does hereby covenant, promise and agree to pay said City the said rent in the manner hereinabove provided, and to perform the covenants herein contained, and 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 thereof will permit.

Said Lessee further covenants and promises and agrees with said city that it will maintain on said ground, in connection with adjoining ground (if it is able to retain the same), a golf course for the use of permanent and transient residents of the City of San Diego, subject to such reasonable charges for the maintenance of said golf course and the improvements thereon, and to such reasonable rules for the use thereof, as the said Lessee may prescribe, and said Lessee may also use the said premises for tennis courts and other outdoor sports; provided, that if said rent remains unpaid, or said grounds are not used for golfing or other outdoor sports for a period of six (6) months, then said City may terminate this lease.

And said City hereby agrees that the Lessee may remove from said premises any improvements which said Lessee may place thereon; provided, that said improvements be removed within six (6) months after the termination of this lease for any cause.

And said City does hereby covenant, promise and agree that said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably have, hold and enjoy the said premises for the term aforesaid.

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

THE CITY OF SAN DIEGO.

By O. M. Schmidt,

C. W. Fox,

P. J. Benbough,

Walter P. Moore.

Members of the Common Council.

LA JOLLA COUNTRY CLUB.

By Theo F. McLaughlin,

President.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

(SEAL) ATTEST:

Karl Kenyon,  
Secretary.

I hereby approve the form of the foregoing Lease this 4th day of May, 1917.

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- of PUEBLO LOT 1284 to LA JOLLA COUNTRY CLUB, being Document No. 109186.

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

Cable Address "Marcasco". Capital and Surplus over \$3,300,000.00

MARYLAND CASUALTY COMPANY

John T. Stone, President

Home Office - Baltimore

V. Wankowski & Co., Inc.

General Agents

341-2-3 Spreckels Theatre Bldg.

P.O. Box 107 - San Diego, Cal.

San Diego, Calif., May 22, 1917.

City Clerk,

San Diego, Calif.

Dear Sir:-

This is to notify you that Messrs. Wearn & Oleson are insured in the Maryland Casualty Company of Baltimore, covering them under the Workmen's Compensation law. We agree in the event the policy is cancelled before the completion of the sidewalks at the Municipal Pier, to immediately notify you.

Yours very truly,

V. WANKOWSKI & CO., INC.,

FFE:A.

By F. F. Edelen

B O N D.

KNOW ALL MEN BY THESE PRESENTS: That we, JOHN WEARN and PETER OLESON, co-partners, doing business under the firm name and style of WEARN and OLESON, as Principals, 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 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 eighty dollars (\$280.00), 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 22nd day of May, 1917.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the principals have 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 a cement concrete sidewalk, ten (10) feet in width, on the south side of Broadway, in the City of San Diego, California, over and across the tide lands of said City, from the west curb line of Atlantic Street to a point 95 feet east of the United States Bulkhead line (excepting therefrom the intersection of said sidewalk with Belt Street, as said Belt Street appears upon the map of the Municipal Tide Lands Subdivision, Tract No. 1 of the Tide Lands of said City, on file in the office of the City Clerk of said City); also, to construct across the south side of the intersection of said Belt Street with Broadway, as a continuation of said sidewalk, a cement concrete cross-walk, with one-half inch sand cement mortar finish coat, all as shown upon and according to the plans, drawings, typical cross-sections and specifications therefor contained in Document No. 106944, on file in the office of the City Clerk of said City, and copies of which are on file in the office of the City Engineer of said City; a copy of which plans, drawings, typical cross-sections and specifications is attached to said con-

tract, marked "Exhibit A," and made a part thereof; and reference is hereby made to said contract and to said plans, drawings, typical cross-sections and specifications for a particular description of the work to be done.

AND WHEREAS, the aforesaid penal sum of two hundred eighty dollars (\$280.00), 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 27th, 1897," and approved May 1, 1911.

IN WITNESS WHEREOF, said principals have hereunto set their hands, and <sup>said</sup> 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.

John Wearn  
Peter C. Oleson  
Principals.  
MARYLAND CASUALTY COMPANY  
Surety.

By F. F. Edelen  
Its Attorney-in-fact  
(SEAL) ATTEST: Wm. McClelland  
Its Attorney-in-fact.

I hereby approve the form of the within Bond, this 23rd day of May, 1917.  
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 23rd day of May, 1917.

(SEAL) ATTEST: Allen H. Wright,  
City Clerk  
John L. Bacon  
Howard B. Bard  
Virgilio Bruschi  
Walter P. Moore  
Members of the Common Council

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, JOHN WEARN and PETER OLESON, co-partners, doing business under the firm name and style of WEARN and OLESON, as Principals, 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 forty dollars (\$140.00), 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 22nd day of May, 1917.

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 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 a cement concrete sidewalk, ten (10) feet in width, on the south side of Broadway, in the City of San Diego, California, over and across the tide lands of said City, from the west curb line of Atlantic Street to a point 95 feet east of the United States Bulkhead line (excepting therefrom the intersection of said sidewalk with Belt Street, as said Belt Street appears upon the map of the Municipal Tide Lands Subdivision, Tract No. 1 of the Tide Lands of said City, on file in the office of the City Clerk of said City); also, to construct across the south side of the intersection of said Belt Street with Broadway, as a continuation of said sidewalk, a cement concrete cross-walk, with one-half inch sand cement mortar finish coat, all as shown upon and according to the plans, drawings, typical cross-sections and specifications therefor contained in Document No. 106944, on file in the office of the City Clerk of said City, and copies of which are on file in the office of the City Engineer of said City; a copy of which plans, drawings, typical cross-sections is attached to said contract, marked "Exhibit A," and made a part thereof; and reference is hereby made to said contract and to said plans, drawings, typical cross-sections 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 <sup>in</sup> full force and effect.

IN WITNESS WHEREOF, the said Principals have hereunto set their hands, 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.

John Wearn

Peter C. Oleson

Principals.

MARYLAND CASUALTY COMPANY,

Surety.

By F. F. Edelen,

Its Attorney-in-fact.

(SEAL) ATTEST:

Wm. McClelland

Its Attorney-in-fact.

I hereby approve the form of the within Bond, this 23rd day of May, 1917.

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 23rd day of May, 1917.

John L. Bacon

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

## 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 5th day of May, 1917, by and 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 JOHN WEARN and PETER C. OLESON, co-partners, doing business under the firm name and style of WEARN and OLESON, 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, transportation, material and supplies or other expenses of every kind and description necessary or incidental to the performance of the following work, to-wit:

The construction of a cement concrete sidewalk, ten (10) feet in width, on the south side of Broadway, in the City of San Diego, California, over and across the tide lands of said City, from the west curb line of Atlantic Street to a point 95 feet east of the United States Bulkhead line (excepting therefrom the intersection of said sidewalk with Belt Street, as said Belt Street appears upon the map of the Municipal Tide Lands Subdivision, Tract No. 1 of the Tide Lands of said City, on file in the office of the City Clerk of said City);

Also, as a part of said work, the construction across the south side of the intersection of said Belt Street with Broadway, as a continuation of said sidewalk, of a cement concrete cross-walk, with a one-half inch sand cement mortar finish coat.

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. 106944, on file in the office of the City Clerk of said City, and copies of which are on file in the office of the City Engineer of said City. A copy of which said plans, drawings, typical cross-sections and specifications is attached hereto, marked "Exhibit A," and by reference thereto incorporated herein as fully as if each part thereof were printed or written out plainly herein.

Said contractors agree to do and perform all of the said work of constructing said sidewalk and cross-walk at and for the price of Five hundred forty-eight and 40/100 dollars (\$548.40).

Said contractors agree to commence said work of constructing said sidewalk and cross-walk 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 thirty days after the signing of this contract.

And 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 by said City, will pay said contractors in warrants drawn upon Item 17, Series W, City Government Department Fund, as provided by section 18 of Ordinance No. 6868 of the ordinances of said City, the said sum of Five hundred forty-eight and 40/100 dollars (\$548.40); said payments to be made as follows; Seventy-five (75) per cent. thereof upon the acceptance of the said work by the said City, and the remaining twenty-five (25) per cent. of the said contract price shall be paid to said contractors thirty-five (35) days after the completion and acceptance of said work, and after said contractors 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.

Said contractors further agree that they 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 contractors further agree that they 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 they 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 work by the Common Council, the said contractors will repair or replace such damage at their 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 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.

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 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.

Further, said contractors hereby agree 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 their own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said city from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said contractors further agree to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractors are carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said 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 contractors further agree and covenant 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 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 the contractors consider any work required of them to be outside the requirements of this contract, or consider any record or ruling of the Manager of Operation as unfair, they 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 contractors have hereunto set their hands 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

John Wearn

Peter C. Oleson

Contractors.

I hereby approve the form of the foregoing Contract this 23rd day of May, 1917.

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 between WEARN & OLESON and CITY OF SAN DIEGO, construct sidewalk on south side of Broadway, being Document No. 109190.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Yd Jacques Deputy.

### LEASE

THIS INDENTURE OF LEASE, made and entered into this 21st day of May, 1917, 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 GEO. W. BUSH, TRUSTEE, 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 a line drawn parallel to and distant 75 feet southeasterly from the southeasterly line of Beardsley Street produced with the mean high tide line of the Bay of San Diego, said point being the most easterly corner of the land heretofore leased to the Southern Reduction Company as described in Ordinance No. 6673 of the Ordinances of The City of San Diego, California; thence south  $38^{\circ} 34' 40''$  west along the southeasterly line of said Southern Reduction Company's lease, a distance of 234.19 feet to an intersection with the United States Bulkhead line as established in 1912; thence south  $50^{\circ} 50'$  east along said bulkhead line, a distance of 285.61 feet to an intersection with the northwesterly line of that certain tract of land heretofore leased to the Lower California Fisheries Company as described in Ordinance No. 5926 of the ordinances of said City; thence north  $38^{\circ} 34' 40''$  east along said northwesterly line of the Lower California Fisheries Company's lease, a distance of 240.94 feet to an intersection with said mean high tide line; thence northwesterly along said mean high tide line 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 at the intersection of a line drawn parallel to and distant 75 feet southeasterly from the southeasterly line of Beardsley Street produced, in The City of San Diego, California, with the United States Bulkhead Line of the Bay of San Diego as established in 1912, said point being the most southerly corner of that certain tract of land leased to the Southern Reduction Company as described in Ordinance No. 6673 of the Ordinances of The City of San Diego; thence south  $38^{\circ} 34' 40''$  west along the southeasterly line of the Southern Reduction Company's franchise as described in Ordinance No. 6674 of the Ordinances of said City of San Diego, to an intersection with the United States Pierhead line as established in 1912; thence south  $50^{\circ} 50'$  east along said Pierhead line to an intersection with the northwesterly line of the Lower California Fisheries Company's lease, as described in Ordinance No. 5926 of the Ordinances of said City; thence north  $38^{\circ} 34' 40''$  east along the said northwesterly line of said Lower California Fisheries Company's lease to an intersection with said bulkhead line; thence north  $50^{\circ} 50'$  west along said bulkhead 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 twenty-five (25) years from and after the 12th day of May, 1917, at rentals as follows:

During the year 1917 the sum of fifty dollars (\$50.00) per month;

During the years 1918, 1919, 1920 and 1921, the sum of one hundred dollars (\$100.00) per month;

The rental for the remainder of the term of this lease shall be fixed and determined by the Common Council in December of the year 1921;

All of said payments shall be made monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said The 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 11th day of May, 1942, 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 maintaining a ship-building yard, dry-dock, and carrying on a general ship, yacht and launch repair work. 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 (3) months from and after the execution of this lease, perform certain work, and construct and erect certain buildings and structures, and expend in the construction and erection of such buildings and the performance of such work 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 21st day of August, 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 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 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 The City of San Diego have hereunto set their hands, as and for the act of said City, and the Lessee has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO

John L. Bacon,

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council

Geo. W. Bush, Trustee,

Lessee

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 11th day of May, 1917.

T. B. Sosgrove

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to GEO. W. BUSH, Trustee, being Document No. 109361.

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 11th day of May, 1917, 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 PREMIER PACKING 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 the intersection of the northwesterly line of Crosby Street produced southwesterly with the mean high tide line of the Bay of San Diego; thence southwesterly along said northwesterly line of Crosby Street produced southwesterly to an intersection with the U. S. Bulkhead line as established in 1912; thence south 50° 50' east along said Bulkhead line a distance of 60 feet to an intersection with the southeasterly line of Crosby Street produced southwesterly; thence northeasterly along said southeasterly line of Crosby Street produced to an intersection with said mean high tide line; thence northwesterly along said mean high tide line 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 at the intersection of the northwesterly line of Crosby Street produced southwesterly with the U. S. Bulkhead line of the Bay of San Diego as established in 1912; thence southwesterly along said northwesterly line of Crosby Street produced, to an intersection with the U. S. Pierhead Line; thence south 50° 50' east along said Pierhead line a distance of 60 feet to an intersection with the southeasterly line of Crosby Street produced southwesterly; thence northeasterly along said southeasterly line of Crosby Street produced, to an intersection with said Bulkhead line; thence northwesterly along said Bulkhead 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 five (5) years from and after the first day of May, 1917, 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 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 30th day of April, 1922, 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 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 seventy days from and after the execution of this lease, construct and erect certain buildings and structures and a wharf, and install equipment, and expend in the construction and erection of such buildings and structures and wharf and equipment, a sum of money not less than twelve thousand dollars (\$12,000.00), and the failure of said Lessee to expend said sum of twelve thousand dollars (\$12,000.00) on or before the 10th day of July, 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 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) It is expressly understood and agreed by the parties hereto that when Crosby Street is opened across the tide lands belonging to the City of San Diego, said City may cancel said lease by giving to the Lessee six months notice in writing; and it is further understood and agreed that said City shall be under no obligation to pay any damages whatsoever for the removal of any improvements that may be upon said leased premises.

(4) It is further understood and agreed that a passage way twenty feet long and ten feet wide shall be made on the west side of the premises hereby leased, for the purpose of allowing ingress and egress to the adjacent premises.

(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.

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 building 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 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

John L. Bacon

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright  
City Clerk

PREMIER PACKING COMPANY

By A. J. Steele,

President

(SEAL) ATTEST:

R. D. Steele

I hereby approve the form of the foregoing Lease, this 1st day of May, 1917.

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 Premier Packing Company, being Document No. 109968.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS LEASE made and entered into this twenty-eighth day of May, 1917, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter termed the Lessor, and F. J. BELCHER, JR., hereinafter termed the Lessee, WITNESSETH:

That for and in consideration of the payment of rent and the performance of the covenants and conditions hereinafter provided for, the said Lessor hereby leases, demises and lets unto the said Lessee, his successors and assigns, for the term hereinafter provided for, all the following described real property situated, lying and being in The City of San Diego, County of San Diego, State of California, to-wit:

Pueblo Lots numbered twelve hundred three (1203), twelve hundred thirty-two (1232), twelve hundred forty-five (1245), twelve hundred seventy-four (1274), twelve hundred seventy-five (1275) and the unnumbered lot east of Pueblo Lot twelve hundred thirty-three (1233), of the Pueblo Lands of The City of San Diego.

The term of this lease shall be for the period of five (5) years, commencing on the first day of June, 1917, and ending on the thirty-first day of May, 1922, and the said Lessee hereby agrees to pay as rent for said lands during the term of this lease the sum of one dollar (\$1.00), payable in advance, the receipt whereof is hereby acknowledged.

It is hereby agreed by and between the parties hereto as follows:

1. That the lands and premises hereinbefore described are hereby demised and leased as a part of a tract of land to be used by the Government of the United States of America for the purpose of the establishment and maintenance on said tract of an army cantonment and training camp, and such other and further military uses as may be designated by the Secretary of War or other duly constituted authority of the United States of America.

2. That this lease is made with the aforesaid Lessee for the specific purpose of the assignment thereof or a sub-leasing thereunder by the said Lessee to the United States of America, or to such department, division, bureau or individual as may be designated, and upon such assignment or sub-leasing all the uses, rights and privileges herein and hereby created shall pass to such assignee or sub-lessee without the assumption by him or it of any liability for the payment of rent herein reserved, or any part thereof, and that the obligation for the payment of the rent shall be and remain in the said Lessee, notwithstanding any assignment of this lease or sub-leasing thereunder.

3. That if during the term of this lease the United States of America shall

abandon the use of said land for the purposes aforesaid, then and in that event and upon such abandonment, this lease shall be terminated; provided, however, that no temporary cessation of such uses by the United States of America shall be construed as an abandonment.

4. That upon the expiration of the term of this lease or any sooner termination thereof, the right is reserved to remove or cause to be removed any and all buildings and improvements that may be placed upon said lands, either by the United States of America or by any one else on its behalf or for its use.

5. That neither the Lessee nor his assigns shall be held to have assumed any other, different or greater liability or responsibility than is herein expressly provided for.

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

THE CITY OF SAN DIEGO

John L. Bacon

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council

F. J. Belcher, Jr.

Lessee

SEAL) ATTEST:

Allen H. Wright

City Clerk

I hereby approve the form of the foregoing Lease, this 28th day of May, 1917.

T. B. COSGROVE, City Attorney

By Arthur F. H. Wright,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE- VARIOUS PUEBLO LOTS to F. J. BELCHER, Jr., being Document No. 109721 $\frac{1}{2}$ .

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 31st day of May, 1917, 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 JOSE J. AZEVEDO, 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 mean high tide line of the Bay of San Diego with a line drawn parallel to and distant 400 feet southeasterly from the southeasterly

line of Crosby Street produced southwesterly; said point being the most easterly corner of that certain tract leased to the Wheeler-Chase Canning Company, as described in Ordinance No. 6560 of the Ordinances of the City of San Diego; thence south  $38^{\circ} 34' 40''$  west along the southeasterly line of said Wheeler-Chase Canning Company's lease to an intersection with the U. S. Bulkhead line of the Bay of San Diego as established in 1912; thence south  $50^{\circ} 50'$  east along said Bulkhead line a distance of 48.93 feet to an intersection with the northwesterly line of that certain tract leased to the McCormick Lumber Company as described in Ordinance No. 4463 of the ordinances of the City of San Diego; thence northeasterly along the northwesterly line of said McCormick Lumber Company's lease to an intersection with said mean high tide line; thence northwesterly along said mean high tide line 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 at the intersection of the U. S. Bulkhead line of the Bay of San Diego as established in 1912 with a line drawn parallel to and distant 400 feet southeasterly from the southeasterly line of Crosby Street produced southwesterly; thence south  $38^{\circ} 34' 40''$  west a distance of 1000.05 feet to an intersection with the U. S. Pierhead line; thence south  $50^{\circ} 50'$  east along said Pierhead line a distance of 48.93 feet; thence north  $38^{\circ} 34' 40''$  east a distance of 1000.05 feet to an intersection with the said Bulkhead line; thence north  $50^{\circ} 50'$  west along said Bulkhead line a distance of 48.93 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 26th day of May, 1917, at rentals as follows:

During the years 1917, 1918, 1919, 1920 and 1921, the sum of twenty dollars (\$20.00) per month, payable monthly in advance;

In December of the year 1921 the Common Council of said The City of San Diego shall determine the rental to be paid during the remainder of the term of said lease;

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 25th day of May, 1942, 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 buildings and a wharf, and such other structures as may be necessary or convenient for the operation of a fish 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 four 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 twenty-five hundred dollars (\$2500.00), and the failure of said Lessee to expend said sum of twenty-five hundred dollars (\$2500.00) on or before the 31st day of September, 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 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 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 pro-

vided 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 thereunder and thereto, 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 hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

John L. Bacon

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council

Jose J. Azevedo

Lessee

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing lease, this 31st day of May, 1917.

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 JOSE J. AZEVEDO, being Document No. 109751.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

# LEASE

THIS LEASE made and entered into this 2nd day of July, 1917, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, hereinafter termed the Lessor, and F. J. BELCHER, JR., hereinafter termed the Lessee, WITNESSETH:

That for and in consideration of the payment of rent and the performance of the covenants and conditions hereinafter provided for, the said Lessor hereby leases, demises and lets unto the said Lessee, his successors and assigns, for the term hereinafter provided for, all the following described real property situated, lying and being in The City of San Diego, County of San Diego, State of California, to-wit:

That certain unnumbered Pueblo Lot lying east of Pueblo Lot 1219 and also that

unnumbered Pueblo Lot lying east of Pueblo Lot 1233 of the Pueblo Lands of the City of San Diego.

The terms of this lease shall be for the period of five (5) years, commencing on the first day of June, 1917, and ending on the thirty-first day of May, 1922, and the said Lessee hereby agrees to pay as rent for said lands during the term of this lease the sum of one dollar (\$1.00), payable in advance, the receipt whereof is hereby acknowledged.

It is hereby agreed by and between the parties hereto as follows:

1. That the lands and premises hereinbefore described are hereby demised and leased as a part of a tract of land to be used by the Government of the United States of America for the purpose of the establishment and maintenance on said tract of an army cantonment and training camp, and such other and further military uses as may be designated by the Secretary of War or other duly constituted authority of the United States of America.

2. That this lease is made with the aforesaid Lessee for the specific purpose of the assignment thereof or a sub-leasing thereunder by the said Lessee to the United States of America, or to such department, division, bureau or individual as may be designated, and upon such assignment or sub-leasing all the uses, rights and privileges herein and hereby created shall pass to such assignee or sub-lessee without the assumption by him or it of any liability for the payment of rent herein reserved, or any part thereof, and that the obligation for the payment of the rent shall be and remain in the said Lessee, notwithstanding any assignment of this lease or sub-leasing thereunder.

3. That if during the term of this lease the United States of America shall abandon the use of said land for the purposes aforesaid, then and in that event and upon such abandonment, this lease shall be terminated; provided, however, that no temporary cessation of such uses by the United States of America shall be construed as an abandonment.

4. That upon the expiration of the term of this lease or any sooner termination thereof, the right is reserved to remove or cause to be removed any and all buildings and improvements that may be placed upon said lands, either by the United States of America or by any one else on its behalf or for its use.

5. That neither the Lessee nor his assigns shall be held to have assumed any other, different or greater liability or responsibility than is herein expressly provided for.

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

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

THE CITY OF SAN DIEGO

John L. Bacon

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

F. J. Belcher Jr.

Lessee

I hereby approve the form of the foregoing Lease, this 2nd day of July, 1917.

T. B. COSGROVE, City Attorney

By Arthur F. H. Wright,

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy

of CERTAIN PUEBLO LOTS to W. J. BELCHER, JR., being Document No. 110478.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

LESSOR The City of San Diego, an incorporated city of the state of California.

CONTRACTING OFFICER, Capt. T. T. Frissell, QUARTERMASTER AT Fort Rosecrans, Cal.

PREMISES Docking, wharfage and berth space at Municipal Pier, San Diego, Cal.

TO BE OCCUPIED BY United States AS Wharf

RENTAL PER MONTH \$70.00, APPROPRIATION S.S.&T.

DATE OF LEASE June 30, 1917 DATE EFFECTIVE July 1, 1917 DATE EXPIRES June 30, 1918.

THE AUTHORITY FOR THIS LEASE IS Army Regulation 550 of 1913.

THESE ARTICLES OF AGREEMENT, Entered into this 30 day of June, 1917, between Capt. T. T. Frissell, U. S. A. Retd. A.Q.M., Quartermaster Corps, 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 San Diego, 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, 1917, and ending with June 30, 1918, at the rate per month and under the conditions named below, viz: A space of about one hundred and ten (110) feet at north side of dock known as the Municipal Pier, and situated at the foot of Broadway, of the City of San Diego, California, and a space of about sixty (60) feet at a float at north side of said Municipal Pier; these spaces to be used for docking, wharfage, and berths of Steamer "Lieut. George M. Harris" and 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 (15) feet by fifteen (15) feet situated in the north east 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, and float, 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 lessor to use said premises, other than the office and store room, 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, and which can be spared for such purpose at such time by the Common Council of the City of San Diego, California, said docking of transport 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 thirty five (35) feet and at mean high water forty (40) feet.

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 Municipal Pier 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 eights feet by seventy feet (734.375' x 70').

The right of the Common Council to change or increase the rental provided hereon at any time or as often as the Common Council may be advised, is hereby expressly reserved to the City of San Diego; 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 of San Diego to readjust and increase the rental at any time as hereinbefore stated.

2. That the said lessor will warrant and defend to the lessee, 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 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 thirty 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 last 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 non-effective 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 thirty 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, 1919, but no renewal shall be made to include more than one fiscal year.

10. 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, monthly, as follows:

For dock space of one hundred and ten (110) feet, Fifty five (55) dollars.

For float space of sixty (60) feet, Fifteen (15) dollars.

That there are no public docks, or floats, available for use as specified herein.

That this lease was entered into with the city of San Diego for the reason the terms are the same as those required by other corporations in the city of San Diego, and the conditions at the Municipal Pier are much more favorable.

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 their own use, and that there are no public buildings, quarters, or grounds 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:

Charles Harvey

as to

T. T. Frissell,

Capt. U. S. A. Retd.

A. Q. M. Quartermaster Corps, U. S. Army.

(SEAL)

Allen H. Wright

As to

City Clerk.

( John L. Bacon

( Howard B. Bard

( Virgilio Bruschi

( Walter P. Moore

Members of the Common Council,

San Diego, Cal.

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 persons 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.

T. T. Frissell,

Capt. U. S. A. Retd.

A. Q. M. Quartermaster Corps, U. S. Army.

I hereby approve the form of the foregoing Lease, this 27th day of June, 1917.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy

of LEASE of DOCKAGE SPACE AT MUNICIPAL PIER to U. S. GOVERNMENT, being Document No. 110485.

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, WM. B. DAVEY and BEN HAWKINS, a co-partnership doing business under the firm name and style of DAVEY AND HAWKINS, of The City of San Diego, State of California, as Principals, 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 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 Nine hundred eighty dollars (\$980.00), 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 23rd day of July, A. D. 1917.

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 material, 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 for The City of San Diego a rip-rap wall to be laid contiguous to the water side of the temporary bulkhead, between the intersection of the southeasterly line of lot 5 of block 3 of the Municipal Tidelands Subdivision, Tract No. 1, produced southwesterly, and a point 300 feet southeasterly from the southeasterly line of lot 5 produced southwesterly, as shown upon and according to those certain plans and specifications on file in the office of the City Clerk of said City, marked Document No. 110739, and endorsed "Plans for construction Rip-rap wall in front lease Neptune Sea Food Co.," a 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 Nine hundred eighty dollars (\$980.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use 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 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, 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, the said principals have hereunto set their hands, and said Surety has caused its corporate name to be subscribed and its corporate seal to be here-

unto affixed, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

DAVEY & HAWKINS,  
By Wm. B. Davey  
By Ben Hawkins  
Contractors.

MARYLAND CASUALTY COMPANY  
Surety.

By F. F. Edelen  
Its Attorney-in-fact.

(SEAL) ATTEST: Wm. McClelland  
Its Attorney-in-fact.

I hereby approve the form of the within Bond, this 21st day of July, 1917.

T. B. Cosgrove  
City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 23rd day of July, 1917.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

John L. Bacon  
Howard B. Bard  
Virgilio Bruschi  
Walter P. Moore  
Members of the Common Council

#### BOND

KNOW ALL MEN BY THESE PRESENTS, That we, WM. B. DAVEY and BEN HAWKINS, a co-partnership doing business under the firm name and style of DAVEY AND HAWKINS, of The City of San Diego, State of California, as Principals, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four Hundred Ninety Dollars (\$490.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of July, A. D. 1917.

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 material, 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 for The City of San Diego a rip-rap wall to be laid contiguous to the water side of the temporary bulkhead, between the intersection of the southeasterly line of lot 5 of block 3 of the Municipal Tidelands Subdivision, Tract No. 1, produced southwesterly, and a point 300 feet southeasterly from said southeasterly line of lot 5 produced southwesterly, as shown upon and according to those certain plans and specifications on file in the office of the City Clerk of said City, marked Document No. 110739, and endorsed "Plans for construction Rip-rap wall in front lease Neptune Sea Food Co.," a 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 des-

cription 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 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.

DAVEY & HAWKINS

By Wm. B. Davey

By Ben Hawkins

Principals.

MARYLAND CASUALTY COMPANY,

Surety.

By F. F. Edelen

Its Attorney-in-fact

(SEAL) Attest Wm. McClelland

Its Attorney-in-fact.

I hereby approve the form of the within Bond, this 21st day of July, 1917.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 23rd day of July, 1917.

John L. Bacon

Howard B. Bard

(SEAL) ATTEST:

Virgilio Bruschi

Allen H. Wright,

Walter P. Moore

City Clerk

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 23rd day of July, 1917, by and 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 Wm. B. Davey and Ben Hawkins, a co-partnership doing business under the firm name and style of DAVEY AND HAWKINS, of The City of San Diego, State of California, 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 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 for The City of San Diego a rip-rap wall to be laid contiguous to the water side of the temporary bulkhead, between the intersection of the southeasterly line of lot 5 of block 3 of the Municipal Tidelands Subdivision, Tract No. 1, produced southwesterly and a point 300 feet southeasterly from said southeasterly line of lot 5 produced southwesterly, as shown upon and according to those certain plans and specifications on file in the office of the City Clerk of said City, marked Document No. 110739, and endorsed "Plans for construction Rip-rap wall in front lease Neptune Sea Food Co.," a

true copy of which plans and specifications is hereto attached marked "Exhibit A," incorporated herein and made a part hereof 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 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 Contractors agree to be bound by the interpretation placed upon such plans and specifications by said Common Council.

Said contractors agree 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 price of Two and 30/100 dollars (\$2.30) per ton.

Said contractors agree 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 forty-five days from 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 construction by the said City, will pay said Contractor in warrants drawn upon the Harbor Improvement Bond Fund of 1914 of said City, 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 (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 contractors.

Said contractors further agree that they will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the Common Council of said City, in writing, 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, located and situated near or adjacent to the point where the work to be performed under the terms of this contract is to be done, 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, prior to the final acceptance of the work by said City said contractors shall repair such damage at their own cost and expense.

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 materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance

of the work to be done under this contract, and to defend at their own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said city from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said contractors further agree to furnish said City of San Diego 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 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 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, 1909.

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 of said City, 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 of San Diego over what the work would have cost at the contract rate, after crediting the contractors 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 contractors. 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 contractors fail 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 contractors consider any work required of them to be outside the requirements of this contract, or consider any record or ruling of the Manager of Operation as unfair, they 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.

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 said contractors 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 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 in this agreement first above written.

THE CITY OF SAN DIEGO

By John L. Bacon

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

Davey & Hawkins

By Wm. B. Daveys

Ben Hawkins

Contractors

I hereby approve the form of the foregoing contract, this 21st day of July, 1917.

T. B. Cosgrove,

City Attorney.

# SPECIFICATIONS FOR THE CONSTRUCTION OF A RIP-RAP WALL

\*\*\*\*\*

Being a wall laid contiguous to the temporary bulkhead in front of the Neptune Sea Food Company's lease at the foot of Ivy Street.

1.

The work to be done under these specifications consists of the furnishing of all materials, transportation, or other expense necessary to construct a rip-rap wall as herein specified and shown on the attached plan 303 B which is hereby made a part

of these specifications.

LOCATION: The location of the rip-rap wall to be placed shall be between the intersection of the southeasterly line of lot 5 of block 3 of the Municipal Tidelands Subdivision, Tract No. 1, produced southwesterly and a point three hundred (300) feet southeasterly from said southeasterly line of lot 5 produced southwesterly. The said rip-rap wall is to be laid contiguous to the water side of the temporary bulkhead between the above described limits. The contractor will have been assumed to have visited the above described location and to have made himself perfectly familiar with the existing conditions and to have based his bid upon the result of his investigations.

2.

PLAN: The plan hereto attached and forming a part of these specifications consists of one (1) sheet numbered 303 B and contains the following details and data, to-wit: General plan of the temporary bulkhead showing location of the rip-rap to be placed; approximate length of rip-rap wall; typical section of rip-rap wall and bulkhead and approximate tonnage of broken stone to be placed.

3.

MATERIAL: All material used in the construction of the work herein specified shall conform to the specifications hereinafter set forth and will be subject to a rigid inspection by the engineer in charge and any material found under-size, over-size or otherwise unsuitable, will be condemned and must be immediately removed from the work, all at the direction of and in the discretion of the Engineer in charge.

4.

BROKEN STONE: All broken stone shall be quarried stone of firm texture, the specific gravity of which shall be not less than 2.64; the maximum size of one stone shall be a stone, the cubical contents of which shall not exceed two (2) cubic yards; the minimum size of one stone shall be a stone that will not measure less than four (4) inches on any dimension; the sizes of the stones of the total aggregate shall be so proportioned that at least seventy-five (75) per cent of the total shall be stones whose cubical contents shall exceed one (1) cubic foot and at least ninety (90) per cent of the total shall be stones whose cubical content shall exceed one-half (1/2) cubic foot.

5.

CONSTRUCTION: The total of the rock shall be so placed in the wall that the relative proportions between the different sizes of stone shall be practically the same in any section of the wall. All materials shall be placed and proportioned under the direction of and at the discretion of the engineer in charge.

6.

BIDS: All bids shall be for the rip-rap wall in place, completed in accordance with these specifications and attached plans. The total amount of material as given on the said plans, or the length or cross-section of the rip-rap wall are given merely as a guide and may be varied to meet existing conditions by the engineer in charge. Payment for the work shall be made on actual quantities of material in place in said rip-rap wall, and the contractor will be allowed no claims for the reason that more or less material was used ~~in the construction of the said rip-rap wall~~ than the amount used on the said plans. Bids for the rock to be used in the construction of the said rip-rap wall shall be so much per ton in place in said wall.

7.

GENERAL REQUIREMENTS:

(a). All work shall be executed in every respect in a thorough and workmanlike

manner.

(b). 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 and attached plan, shall be discharged immediately and not again be employed on the work. 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, or from any acts 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.

(c). No work that may be deficient in any of the requirements of specifications or attached plan 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 deficiency during construction and the contractor shall correct any imperfect work whenever discovered before final acceptance of the work.

(d). The contractor agrees to furnish all necessary labor, tools, material, or other expense to fully complete the work in accordance with these specifications and plan hereto attached.

(e). If, from any cause, any portion or portions of the work to be done in violation of these specifications and attached plan, the contractor shall, at his own expense immediately remove and re-build such portions or portion in a proper manner.

(f). All work must be done to the satisfaction and under the direction of the engineer in charge, and all questions and disputes with regard to the intent and interpretation of these specifications and attached plans, and the estimates and measurements of materials and work, shall be referred to him and his decision shall be final.

(g). The contractor will be required to hold the City of San Diego, California, the Common Council of the City of San Diego, California, either in an official or personal capacity, harmless from liability caused by injury to persons or property.

(h). Whenever the words "engineer in charge" are used in these specifications, they shall refer to and mean the City Engineer of the City of San Diego, California, or his accredited representative.

(i). No part of the work shall be accepted until the whole shall have been completed to the satisfaction of the Common Council of the City of San Diego, California, and the engineer in charge.

(BLUE PRINT ATTACHED)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with DAVEY & HAWKINS for RIP RAP WORK, being Document No. 110760.

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 CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Sixty-one hundred sixty-five dollars (\$6165.00), lawful money of the United States of America, to

paid to the said City of San Diego, for which payment, well and truly to be be/made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of July, 1917.

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 THIRD STREET, between the south line of A Street and the north line of Market Street; upon FOURTH STREET, between the south line of Ivy Street and the north line of G Street; upon FIFTH STREET, between the south line of A Street and the north line of J Street; upon SIXTH STREET, between the south line of B Street and the north line of I Street; upon SEVENTH STREET, between the south line of Broadway and the north line of F Street; upon B STREET, between the east line of Second Street and the west line of Sixth Street; upon C STREET, between the east line of Third Street and the west line of Sixth Street; upon BROADWAY, between the east line of California Street and the west line of Eighth Street; upon E STREET, between the east line of Second Street and the west line of Eighth Street; upon F STREET, between the east line of Columbia Street and the west line of Ninth Street (excepting the south side of said F Street, between Union Street and State Street); and upon MARKET STREET, between the east line of State Street and the west line of Sixteenth Street; all in said City of San Diego, 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,

President

(SEAL) ATTEST:

M. B. Fowler

Secretary

THE AETNA CASUALTY AND SURETY 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 25th day of July, 1917.

T. B. COSGROVE, City Attorney.

By M. K. Thorp

Deputy City Attorney.

I hereby certify that the Common Council of the City of San Diego did by Resolution No. 22950, passed and adopted on the 23rd day of July, 1917, require and fix the sum of \$6165.00 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 25th day of July, 1917, by and between the SAN DIEGO CONSOLIDATED GAS AND 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 following streets in The City of San Diego, California, to-wit:

THIRD STREET, between the south line of A Street and the north line of Market Street;

FOURTH STREET, between the south line of Ivy Street and the north line of G Street;

FIFTH STREET, between the south line of A Street and the north line of J Street;

SIXTH STREET, between the south line of B Street and the north line of I Street;

SEVENTH STREET, between the south line of Broadway and the north line of F Street;

B STREET, between the east line of Second Street and the west line of Sixth Street;

C STREET, between the east line of Third Street and the west line of Sixth Street;

BROADWAY, between the east line of California Street and the west line of Eighth Street;

E STREET, between the east line of Second Street and the west line of Eighth Street;

F STREET, between the east line of Columbia Street and the west line of Ninth Street (excepting the south side of said F Street, between Union Street and State Street); and

MARKET STREET, between the east line of State Street and the west line of Sixteenth Street;

Together with the maintenance of the posts, wires, conduits and lamps on the aforesaid streets, between the points hereinbefore mentioned.

Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after June 30th, 1917, to-wit, to and including June 30th, 1918.

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. 106839, 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 \$4931.52, in monthly warrants duly and properly drawn upon the Street Lighting Fund of said City, being Item 5, Series P, Section 11 of Ordinance No. 7014 of the ordinances of The City of San Diego, each of said monthly warrants to be drawn for the sum of \$410.96, until said sum of \$4931.52 shall have been fully paid.

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 \$19,726.08, 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 "San Diego Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of \$1643.84, until said sum of \$19,726.08 shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of \$19,726.08 shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 \$19,726.08.

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 \$4931.52), 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 John L. Bacon  
Howard B. Bard  
Virgilio Bruschi  
Walter P. Moore  
Herbert R. Fay

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

By W. E. Bartlett, Deputy.

Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 25th day of July, 1917.

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 with SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO., for S. D. LIGHTING DISTRICT NO. 1, being Document No. 110843.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THE CITY OF SAN DIEGO, a California municipal corporation, in consideration of One Dollar, and other value received, does extend to the San Diego Consolidated Gas & Electric Company, a corporation organized under the laws of the State of California, the permit and license to enter upon that certain real property situated in the County of San Diego, State of California, described as follows, to-wit:

The easterly 24 feet of the property deeded by Patrick Dungan to the City of San Diego by deed recorded in Book 361, page 78, Deed Records, San Diego County. Also the westerly 24 feet of the property deeded by G. Delfino, et. al., to the City of San Diego, by deed recorded in Book 373, page 475, Deed Records of San Diego County; for the purpose of placing, constructing, repairing and maintaining and using poles, and to string and place upon such poles, wires for the transmission of electric current for all purposes for which it may be used, and also the permit and license of constructing, replacing, maintaining and repairing all such poles and wires upon the said above described real property, and to that end and for that purpose to go upon said land to place, construct, repair and replace such poles and wires and maintain the same in a suitable and proper condition for use.

The said San Diego Consolidated Gas & Electric Company is to be responsible for all damage that may be caused by the construction, operation and maintenance of said poles or wires upon said land for which in law it would be liable.

IN WITNESS WHEREOF, we have hereunto set our hands this 6th day of August, 1917.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk of said City.

THE CITY OF SAN DIEGO,

By L. J. Wilde,

Mayor of said City.

Form Approved

T. B. Cosgrove,

City Atty.

By M. R. Thorp, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LICENSE & PERMIT to SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY for POWER LINE ACROSS PROPERTY IN MISSION VALLEY, being Document No. 111028.

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, JOHN ENGBRETSSEN, of The City of San Diego, California, as principal, and D. F. Garrettson and Simon Levi, residents of the County of San Diego, State of California, as sureties, 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-seven thousand dollars (\$27,000.00) 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 heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of August, A. D. 1917.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS, the above bounden John Engebretsen 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 and paving and otherwise improving of Section One of Linda Vista Road, in The City of San Diego, California, sometimes called Silver Terrace Road, commencing at the easterly end of said road on the easterly boundary line of said City in Pueblo Lot 1215 of the Pueblo Lands of said City, and extending a distance of approximately 16,467.2 feet to Station No. 264+00, as indicated on the hereinafter mentioned plans, drawings, typical cross-sections and specifications; which said work shall be done as shown upon and according to the plans, drawings, typical cross-sections and specifications contained in Document No. 110369, filed in the office of the City Clerk of said City July 2nd, 1917, 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, 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, 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 twenty-seven thousand dollars (\$27,000.00), 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, then the said 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 work', approved March 27, 1897" and approved May 1, 1911.

IN WITNESS WHEREOF, said principal and sureties have hereunto subscribed their names, this 22nd day of August, 1917.

John Engebretsen

Principal

D. F. Garrettson

Simon Levi

Sureties

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

D. F. Garrettson and Simon Levi 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 free-holder therein.

D. F. Garrettson  
Simon Levi.

Subscribed and sworn to before me this 22nd day of August, 1917.

C. O. G. Sodahl,

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

I hereby approve the form of the within Bond, this 22 day of Aug. 1917.

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 22nd day of August, 1917.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

By Y. A. Jacques, Deputy.

John L. Bacon,

Howard B. Bard,

Virgilio Bruschi

Walter P. Moore.

Members of the Common Council.

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, JOHN ENGBRETSSEN, of The City of San Diego, California, as Principal, and D. F. Garrettson, and Simon Levi, residents of the County of San Diego, State of California, as sureties, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of thirteen thousand, five hundred dollars (\$13,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of August, A. D. 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, 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 and paving and otherwise improving of Section One of Linda Vista Road, in The City of San Diego, California, sometimes called Silver Terrace Road, commencing at the easterly end of said road on the easterly boundary line of said City in Pueblo Lot 1215 of the Pueblo Lands of said City, and extending a distance of approximately 16.467.2 feet to Station No. 264+00, as indicated on the hereinafter mentioned plans, drawings, typical cross-sections and specifications; which said work shall be done as shown upon and according to the plans, drawings, typical cross-sections and specifications contained in Document No. 110369, filed in the office of the City Clerk of said City July 2nd, 1917, 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, 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, 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, said principal and sureties have hereunto subscribed their names, this 22nd day of August, 1917.

John Engebretsen,  
Principal  
D. F. Garrettson  
Simon Levi  
Sureties.

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

D. F. Garrettson and Simon Levi 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 free-holder therein.

D. F. Garrettson  
Simon Levi.

Subscribed and sworn to before me this 22nd day of August, 1917.

C. O. G. Sodahl,  
Notary Public in and for the County of San Diego,  
State of California.

I hereby approve the form of the within Bond, this 22nd day of Aug. 1917.

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 22nd day of August, 1917.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

By Y. A. Jacques, Deputy.

John L. Bacon,  
Howard B. Bard  
Virgilio Bruschi  
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 22nd day of August, 1917, by and 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 JOHN ENGBRETSEN, of The City of San Diego, California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

THAT WHEREAS, The City of San Diego on the 13th day of August, 1917, passed its Resolution of award of contract No. 23007, which was duly signed by the Mayor of said City as President of the Council, and which was certified before its passage by the City Auditor, as provided by section 14 of Chapter II of Article II of the Charter of said The City of San Diego:

NOW, THEREFORE, 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 agree 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 and paving and otherwise improving of Section One of Linda Vista Road, in The City of San Diego, California, sometimes called Silver Terrace Road, commencing at the easterly end of said road on the easterly boundary line of said City in Pueblo Lot 1215 of the Pueblo Lands of said City, and extending a distance of approximately 16,467.2 feet to Station No. 264+00, as indicated on the hereinafter mentioned plans, drawings and typical cross-sections and specifications, which said work shall be done as shown upon and according to the plans, drawings, typical cross-sections and specifications contained in Document No. 110369, filed in the office of the City Clerk of said City July 2nd, 1917, 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, 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 he 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 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 two hundred (200) 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:

Item 1, 11710 Cu. Yds. Excavation, at 24 cents per Cu. Yd.

Item 2, 10400 Cu. Yds. Embankment, at 22 cents per Cu. Yd.

Item 3, 329344 Sq. Ft. Pavement, at 14-3/4 cents per Sq. Ft.

Item 4, 200 Lin. Ft. 12" double-strength concrete pipe, at 90 cents per Lin. Ft.

Item 5, 8 Cu. Yds. Concrete Headwalls, at \$17.00 per Cu. Yd.

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 him 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 one-half of the work hereinbefore described, and the acceptance of the same by the City Engineer, and such acceptance being reported to the Auditing Committee of said City, seventy-five per cent. (75%) of the amount of said first half of said work estimated by said City Engineer to have been done shall be paid, and twenty-five per cent. of the said estimated first half of the said work so performed shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and acceptance of the work thereunder by said City, and upon the completion of the second half 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. of the amount of said second half of said work estimated by said City Engineer to have been done shall be paid, and twenty-five

per cent. of the said estimated second half of 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.

Provided, however, that in the event the work herein specified shall be completed on or before December 15, 1917, then and in that event the total of payments due said contractor under the terms of this contract and the contract between the same parties of even date herewith for the construction of section two of said Linda Vista Road, shall not in the aggregate, prior to the first day of January, 1918, exceed the sum of thirty-seven thousand five hundred dollars (\$37,500.00), which sum shall be paid by warrants drawn against the General Fund of The City of San Diego for the year 1917, and the balance due said contractor over and above said sum of thirty-seven thousand five hundred dollars (\$37,500.00) shall be payable during the year 1918, but not later than July first of that year, from moneys deposited to the credit of the General Fund, and realized from the payment of delinquent taxes for the year 1917. As available funds shall allow, monthly payments shall be made during the year 1918.

It is further agreed that the obligation created by this contract shall be a first and prior claim against the moneys realized from said delinquent taxes, with the exception of the items and claims set forth and created by Ordinance No. 7014 of the ordinances of The City of San Diego, and being the budget ordinance for the year 1917. The preliminary estimated cost of the work under the two contracts is seventy-six thousand, one hundred thirty-eight and 91/100 dollars (\$76,138.91). This estimate is subject to change upon the completion of the work and the final estimate of the City Engineer.

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 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 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 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; provided, however, that this provision of this contract is subject to the exception contained in Section 653c of the Penal Code of the State of California.

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 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, under and pursuant to a resolution authorizing such execution, and said contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By John L. Bacon,

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council

John Engebretsen

Contractor.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Y. A. Jacques, Deputy.

I hereby approve the form of the foregoing contract, this 22 day of August, 1917.

T. B. COSGROVE, City Attorney.

By M. R. Thorp, Deputy City Attorney.

SPECIFICATIONS FOR THE GRADING AND PAVING OF SECTION NUMBER ONE OF THE LINDA VISTA ROAD LYING BETWEEN STATION 99 + 32.8 ON THE EASTERLY BOUNDARY LINE OF THE CITY OF SAN DIEGO, CALIFORNIA AND STATION 264 + 00, ALL AS SHOWN ON THE ATTACHED PLANS NUMBERED 645 L AND 646 L.

1. WORK: The work to be done includes the furnishing of all labor, implements, tools, machinery and materials required to construct and put in complete order for use that portion of the Linda Vista Road in the City of San Diego, California, as described above and shown on the attached plans. All work to be done in accordance with these specifications and the plans, profiles and cross-sections on file in the Office of the City Engineer of the City of San Diego, California, and to the lines and levels as given from time to time by said City Engineer. The approximate length of the road to be improved under these specifications is 16,467.2.
2. QUANTITIES: The following is an estimate of the quantities of work to be done and materials to be furnished. These quantities are to be considered as approximate only. The bidder will be required to state the price bid per unit quantity for each of the several items separately. The amount of each bid will be computed by taking the approximate quantities given at the unit prices bid, and the totals thus determined will be used in determining the successful bidder, it being understood however, that the successful bidder being paid on the basis of unit quantity for the various items as set forth in the following schedule, 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 in the schedule and the contractor will be allowed no damages on account of the loss of anticipated profits sustained thereby.

SCHEDULE OF QUANTITIES.

- Item 1, Excavation, ----- 11,710 Cu. Yds.
- Item 2, Embankment, ----- 10,400 Cu. Yds.
- Item 3, One course concrete pavement, ----- 329,344 Sq. Ft.
- Item 4, 12" Double strength concrete pipe in place- 200 Lin. Ft.
- Item 5, Concrete head walls, ----- 8 Cu. Yds.

3. GRADING: The road shall be graded to the lines and levels given by the City Engineer. The grading shall include all excavation and embankment necessary to bring the surface of the road to grade and cross-section. When mud or other soft material is encountered, it shall be taken out and the space filled with good earth or gravel. The contractor, however, will not be required to excavate the mud or other soft material to a greater depth than two feet below grade. All filling shall be done with suitable material, either earth or gravel, and no material of a soft, spongy or perishable nature shall be used for this purpose. The space over which fills are to be made shall first be cleaned of all brush, weeds and timber and all other perishable material. All fills shall be brought up in layers not to exceed one foot in thickness, and each layer shall be wet and thoroughly compacted by rolling. The formation of well defined ruts in any portion of the fill as it is made is especially prohibited. Large lumps shall be broken to a size not to exceed six (6) inches in greatest dimension. The slopes of embankments shall be in proportion of 1 1/2 feet horizontal to one foot vertical. The slopes of excavations shall be in proportion of one foot horizontal to one foot vertical unless otherwise directed by the City Engineer. All slopes shall be trimmed as they are carried up. After a section of the road has been brought to sub-grade, the surface shall be thoroughly watered and then rolled with a roller weighing not less than 400 pounds per inch width of tire, until the surface is unyielding. Depressions made by rolling shall be filled up with suitable material and again rolled. Such portions of the road as can

not be properly compacted by the roller shall be tamped solid, and in case of wet weather or soft and muddy ground, making the use of the roller unsafe or impracticable, the rolling shall not be undertaken until the ground has become sufficiently dry to insure satisfactory results. The earth shoulders at each side of the concrete pavement shall be rolled or tamped in the manner as hereinbefore described for the roadway, and shall be finished smooth and hard and shall conform to the cross-section of the roadway on file in the Office of the City Engineer. The cost of all earth used in the shoulders and of all work incident to the construction of said shoulders will be considered as included in the price for excavation and embankment and no additional allowance shall be made therefor. The contractor shall give the City Engineer twenty-four (24) hours notice in writing when a section has been brought to sub-grade. The City Engineer will then check the elevations of the same and if the work is found to be in accordance with the specifications and grades as given, he shall so notify the contractor, who will then proceed as hereinbefore specified.

4. WATER: The city will provide a water pipe line along the entire length of the proposed improvement, provided with taps at intervals of approximately One Thousand (1000) feet, and will furnish the water required for the work, at said taps, at the usual rates charged for water as prescribed in Ordinance No. 5677 of the ordinances of the City of San Diego, California.

5. CONCRETE PAVEMENT: Upon the sub-grade prepared as above described and thoroughly wetted, there shall be laid a one course Portland cement concrete pavement five inches in thickness, composed of the following materials in their respective proportions, to-wit:

- (a). One sack of Portland cement weighing not less than ninety-four (94) pounds.
- (b). Two and one-half (2 1/2) cubic feet of sand.
- (c). Four (4) cubic feet of broken stone or gravel.

6. CONCRETE MATERIALS:

(a). Cement: All cement used shall be Portland cement and must conform to the requirements contained in "Specifications for Portland Cement" hereto attached.

(b). Sand: All sand used must be fresh water sand, clean, hard and sharp, with the grains graded from coarse to fine, but with coarse grains predominating, and shall contain not more than six (6) per cent by weight of clay, silt and other material passing a screen having one hundred (100) meshes per lineal inch. At least ninety (90) per cent by weight shall pass a screen having four (4) meshes per lineal inch, and at least fifty (50) per cent but not more than eighty-five (85) per cent by weight shall be retained upon a screen having thirty (30) meshes per lineal inch.

(c). Broken Stone or Gravel: Broken stone or gravel shall be clean, hard, durable rock, free from all deleterious material. It shall be of such size that it will pass a one and one-half (1 1/2) inch round opening and be retained on a screen having 1/4 inch round openings, and not less than thirty (30) per cent of its volume shall be material which will pass a 3/4 inch mesh screen. All broken stone or gravel shall range in size from the minimum noted above to one and one-half (1 1/2) inches in greatest dimension maximum. It is understood that the City Engineer has the right to reject any and all material which does not conform to these specifications.

6. 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 continue, after all materials for a batch are in the drum, for at least one minute at a minimum speed of twelve (12) revolutions per minute. The drum shall be completely emptied before receiving materials for successive batches, and the materials shall

be mixed with sufficient water to produce a concrete that will hold its shape when struck off with a template. The consistency shall not be such as to cause a separation of the mortar from the coarse aggregate in handling. The quantity of water used shall be modified as directed by the City Engineer, to meet the conditions of the work being placed. No concrete shall be used that shows evidence of having set or that has become unfit for good work from standing too long or from any other cause and no retempering of concrete will be permitted. The sub-grade or foundation shall be thoroughly wetted just before the depositing of concrete thereupon. The forms or headers shall be smooth, tight, true to the required lines or grade and of sufficient strength to resist springing out of shape during the placing of the concrete. All mortar and dirt shall be removed from forms previously used; they shall be thoroughly moistened immediately before concrete is placed against them; they shall remain in place until the City Engineer authorizes their removal and they shall be removed in such order as he may direct. The concrete shall be tamped with an approved tamper until it is thoroughly compacted.

7. FINISHING: The surface of the concrete shall be stuck off by means of a template or strike board which shall be moved with a combined longitudinal and cross-wise motion. After being brought to the required grade with the template or strike board, 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 such a manner as 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 (1/2) inch from the true shape. The edges of the pavement shall be rounded.

8. CURING AND PROTECTION: Unless otherwise specified or otherwise required by the City Engineer, 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 (10) 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 and in cool weather for an additional time to be determined by the City Engineer. The contractor will be allowed to close the section of the road under construction and he will be held responsible for the proper protection of the work from all damage due to traffic. He must provide sufficient barriers or guards at all points in order to prevent traffic from the roadway under process of improvement until the same is thrown open to traffic.

9. CULVERTS: All culverts shall be constructed as required by the City Engineer. The workmanship shall be first class in every respect and to the satisfaction of the City Engineer. The concrete pipe used shall be double strength pipe of standard manufacture, hard and well seasoned and free from defects of any kind. All culverts shall be laid true to line and grades as given by the City Engineer. All joints in concrete pipe shall be flushed with cement mortar composed of one part Portland cement and one part of sand, and the inside of all joints must be wiped smooth. Each joint of pipe must be firmly bedded by properly backfilling around the pipe with fine earth free from rocks or lumps and such earth shall be well rammed or tamped under and along the sides of the pipe.

10. HEAD WALLS: All head walls shall be constructed to the dimensions and at the locations as required by the City Engineer. The concrete used in the construction of the head walls shall be of the same proportions as above specified for concrete pavement.

All exposed surfaces of head walls shall be neatly plastered with a coat of cement plaster one-quarter (1/4) inch in thickness, composed of one part of Portland cement and one part of sand.

11. EXECUTION OF CONTRACT: The person or persons to whom the contract for the work herein provided may be awarded will be required to appear at the Office of the Purchasing Agent, Department of Operation of the City of San Diego, California, within twenty-four (24) hours from the time of notification of such award and the preparation and readiness for signature of the contract; and in case of failure or neglect so to do, he or they will be considered as having abandoned it, and the contract will be awarded to another party.

12. TIME OF COMPLETION AND DAMAGES: It is distinctly understood that the contractor is to begin work as soon as is practicable after the contract is signed and that said contractor is to perform and complete all of the work herein provided within one hundred twenty (120) days (including Sundays) from the time of signing the contract for said work. It is further understood that the City of San Diego has the right and shall deduct and retain out of the moneys which may be due or become due to the contractor for the work herein provided, as damages for the non-completion of the work aforesaid within the time hereinbefore stipulated for its completion, the sum of Twenty-five Dollars (\$25.00) per day for each and every day which shall elapse until the completion of the work, after the time stipulated for its completion, which said sum of Twenty-five Dollars (\$25.00) per day is hereby, in view of the difficulty of estimating such damages, agreed upon, fixed and determined as the liquidated damages that the City of San Diego will suffer by such default, and not by way of penalty.

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, in the opinion of the City Engineer, shall perform his work in a manner contrary to these specifications, shall be discharged immediately, and such person shall not be employed again in 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 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. 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 contractors shall not disturb any monuments or stakes found on the line of the improvements until orders by the City Engineer, and said contractors shall bear the expense of resetting any monuments or stakes which may be disturbed without orders. The contractor shall prosecute work only in the presence of an inspector or other representative of the City of San Diego, 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 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 barrier 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 such 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 sewers or making house drain connections therewith or 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 acceptance of the work. The contractor shall notify the Superintendent of Streets 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 Streets" or "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, or their authorized representatives.

#### SPECIFICATIONS FOR PORTLAND 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 Superin-

tendent of Streets 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 agent 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%

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 pounds.

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 described.

(SEE BLUE PRINTS 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 JOHN ENGBRETSSEN, for paving SECTION 1, of Linda Vista Road, being Document No. 111261.

(SEE DRAWING NUMBER 645-L ON FILE)  
( IN CITY ENGINEER'S OFFICE )

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, JOHN ENGBRETSSEN, of The City of San Diego, California, as principal, and D. F. Garrettson and F. J. Belcher Jr., residents of the County of San Diego, State of California, as sureties, 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 eleven thousand, seventy-five dollars (\$11,075.00), 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 heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22d day of August, A. D. 1917.

The condition of the above obligation is such that whereas, the above bounden John Engebretsen 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 and paving and otherwise improving of Section Two of Linda Vista Road, in The City of San Diego, California, sometimes called Silver Terrace Road, commencing at Station No. 264+00, as indicated on the hereinafter mentioned plans, drawings, typical cross-sections and specifications, and extending a distance of approximately 6745.27 feet to the dyke road north of the Old Town bridge across the San Diego River in said City; which said work shall be done as shown upon and according to the plans, drawings, typical cross-sections and specifications contained in Document No. 110370, filed in the office of the City Clerk of said City July 2nd, 1917, 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, 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, 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 eleven thousand, seventy-five dollars (\$11,075), 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 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 work,' approved March 27, 1897," and approved May 1, 1911.

IN WITNESS WHEREOF, said principal and sureties have hereunto subscribed their names, this 22nd day of August, 1917.

John Engebretsen,

Principal.

D. F. Garrettson

F. J. Belcher, Jr.

Sureties.

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

D. F. Garrettson and F. J. Belcher Jr. 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 free-holder therein.

D. F. Garrettson,

F. J. Belcher, Jr.

Subscribed and sworn to before me this 22nd day of August, 1917.

(SEAL)

C. O. G. Sodahl

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

I hereby approve the form of the within Bond, this 22 day of Aug. 1917.

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 22nd day of August, 1917.

John L. Bacon,

Howard B. Bard,

Virgilio Bruschi

Walter P. Moore.

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright, City Clerk.

By Y. A. Jacques, Deputy.

#### BOND

KNOW ALL MEN BY THESE PRESENTS, That we, JOHN ENGBRETSSEN, of The City of San Diego, California, as Principal, and D. F. Garrettson and F. J. Belcher, Jr., residents of the County of San Diego, State of California, as sureties, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Five thousand, five hundred forty dollars (\$5,540.00), lawful money of the United 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 heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of August, A. D. 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, 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 and paving and otherwise improving of Section Two of Linda Vista Road, in The City of San Diego, California, sometimes called Silver Terrace Road, commencing at Station No. 264+00, as indicated on the hereinafter mentioned plans, drawings, typical cross-sections and specifications, and extending a distance of approximately 6745.27 feet to the dyke road north of the Old Town bridge across the San Diego River, in said City; which said work shall be done as shown upon and according to the plans, drawings, typical cross-sections and specifications contained in Document No. 110370, filed in the office of the City Clerk of said City July 2nd, 1917, 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, 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, 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, said principal and sureties have hereunto subscribed their names, this 22nd day of August, 1917.

John Engebretsen,

Principal.

D. F. Garrettson

F. J. Belcher Jr.

Sureties.

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

D. F. Garrettson and F. J. Belcher Jr. 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 free-holder therein.

D. F. Garrettson

F. J. Belcher Jr.

Subscribed and sworn to before me this 22nd day of August, 1917.

C. O. G. Sodahl, (SEAL)

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

I hereby approve the form of the within Bond, this 22nd day of Aug. 1917.

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 22nd day of August, 1917.

John L. Bacon,

(SEAL) ATTEST:

Howard B. Bard,

Allen H. Wright, City Clerk

Virgilio Bruschi

By Y. A. Jacques, Deputy.

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 22nd day of August, 1917, by and 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 JOHN ENGBRETSSEN, of The City of San Diego, California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That whereas, The City of San Diego on the 13th day of August, 1917, passed its resolution of award of contract No. 23005, which was duly signed by the Mayor of said City as President of the Council, and which was certified before its passage by the City Auditor, as provided by section 14 of Chapter II of Article II of the Charter of said The City of San Diego:

Now, therefore, 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 and paving and otherwise improving of Section Two of Linda Vista Road, in The City of San Diego, California, sometimes called Silver Terrace Road, commencing at Station No. 264+00, as indicated on the hereinafter mentioned plans, drawings, typical cross-sections and specifications, and extending a distance of approximately 6745.27 feet to the dyke road north of the Old Town bridge across the San Diego River in said City; which said work shall be done as shown upon and according to the plans, drawings, typical cross-sections and specifications contained in Document No. 110370, filed in the office of the City Clerk of said City July 2nd, 1917, 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, 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 he 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 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 two hundred (200) 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:

Item 1, 18215 Cu. Yds. Excavation, at 28 cents per Cu. Yd.

Item 2, 12100 Cu. Yds. Embankment, at 8 cents per Cu. Yd.

Item 3, 134905 Sq. Ft. Pavement, at 11-1/2 cents per Sq. Ft.

Item 4, 150 Lin. Ft. 24" Double-strength Concrete Pipe, at \$1.85 per Lin. Ft.

Item 5, 150 Lin. Ft. 16" Double-strength Concrete Pipe, at 87 cents per Lin. Ft.

Item 6, 100 Lin. Ft. 12" Double-strength Concrete Pipe at 75 cents per Lin. Ft.

Item 7, 6 Cu. Yds. Concrete Head Walls, at \$13.50 per Cu. Yd.

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 him 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 one-half of the work hereinbefore described, and the acceptance of the same by the City Engineer, and such acceptance being reported to the Auditing Committee of said City, seventy-five per cent. (75%) of the amount of said first half of said work estimated by said City Engineer to have been done shall be paid, and twenty-five per cent. of the said estimated first half of the said work so performed shall remain unpaid until the expiration of thirty-five days from and after the comple-

tion of said contract and the acceptance of the work thereunder by said City, and upon the completion of the second half 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. of the amount of said second half of said work estimated by said City Engineer to have been done shall be paid, and twenty-five per cent. of the said estimated second half of 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.

Provided, however, that in the event the work herein specified shall be completed on or before December 15, 1917, then and in that event the total of payments due said contractor under the terms of this contract and the contract between the same parties of even date herewith, for the construction of section One of said Linda Vista Road shall not in the aggregate, prior to the first day of January, 1918, exceed the sum of thirty-seven thousand, five hundred dollars (\$37,500.00), which sum shall be paid by warrants drawn against the General Fund of The City of San Diego for the year 1917, and the balance due said contractor over and above said sum of thirty-seven thousand five hundred dollars (\$37,500.00) shall be payable during the year 1918, but not later than July first of that year, from moneys deposited to the credit of the General Fund, and realized from the payment of delinquent taxes for the year 1917. As available funds shall allow, monthly payments shall be made during the year 1918.

It is further agreed that the obligation created by this contract shall be a first and prior claim against the moneys realized from said delinquent taxes, with the exception of the items and claims set forth and created by Ordinance No. 7014 of the ordinances of The City of San Diego, and being the budget ordinance for the year 1917. The preliminary estimated cost of the work under the two contracts is seventy-six thousand, one hundred thirty-eight and 91/100 dollars (\$76,138.91). This estimate is subject to change upon the completion of the work, and the final estimate of the City Engineer.

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 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 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 or, of 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; provided, however, that this provision of this contract is subject to the exceptions contained in Section 653c of the Penal Code of the State of California.

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 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, under and pursuant to a resolution authorizing such execution, and said Contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By John L. Bacon

Howard B. Bard

(SEAL) ATTEST:

Allen H. Wright, City Clerk

By Y. A. Jacques, Deputy

Virgilio Bruschi

Walter P. Moore.

Members of the Common Council.

John Engebretsen,

Contractor.

I hereby approve the form of the foregoing Contract, this 22 day of August, 1917.

T. B. COSGROVE, City Attorney.

By M. R. Thorp, Deputy City Attorney.

SPECIFICATIONS FOR THE GRADING AND PAVING OF SECTION NUMBER TWO OF THE  
LINDA VISTA ROAD LYING BETWEEN STATION 264 + 00 AND THE INTERSECTION  
OF SAID ROAD WITH THE OLD TOWN DYKE ROAD NORTH OF THE SAN DIEGO RIVER  
AT STATION 331 + 45.27, ALL AS SHOWN ON THE ATTACHED PLAN NUMBERED 645 L.

1. WORK: The work to be done includes the furnishing of all labor, implements, tools, machinery and materials required to construct and put in complete order for use that portion of the Linda Vista Road in the City of San Diego, California, as described above and shown on the attached plan. All work to be done in accordance with these specifications and the plans, profiles and cross-sections on file in the office of the City Engineer of the City of San Diego, California, and to the lines and levels as given from time to time by said City Engineer. The approximate length of the road to be improved under these specifications is 6,745.27 lineal feet.
2. QUANTITIES: The following is an estimate of the quantities of work to be done and materials to be furnished. These quantities are to be considered as approximate only. The bidder will be required to state the price bid per unit quantity for each of the several items separately. The amount of each bid will be computed by taking the approximate quantities given at the unit prices bid, and the totals thus determined will be used in determining the successful bidder, it being understood however, that the successful bidder being paid on the basis of unit quantity for the various items as set forth in the following schedule, 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 in the schedule and the contractor will be allowed no damages on account of the loss of anticipated profits sustained thereby.

SCHEDULE OF QUANTITIES.

Item 1, Excavation,-----	18,215 Cu. Yds.
Item 2, Embankment,-----	12,100 " "
Item 3, One course concrete pavement, -----	134,905 Sq. Ft.
Item 4, 24 " double strength concrete pipe in place,-----	150 lin. Ft.
Item 5, 16" " " " " " " -----	150 " "
Item 6, 12" " " " " " " -----	100 " "
Item 7, Concrete Head Walls,-----	6 Cu. Yds.

3. GRADING: The road shall be graded to the lines and levels given by the City Engineer. The grading shall include all excavation and embankment necessary to bring the surface of the road to grade and cross-section. When mud or other soft material is encountered, it shall be taken out and the space filled with good earth or gravel. The contractor, however, will not be required to excavate the mud or other soft material to a greater depth than two feet below grade. All filling shall be done with suitable material, either earth or gravel, and no material of a soft, spongy or perishable nature shall be used for this purpose. The space over which fills are to be made shall first

be cleaned of all brush, weeds and timber and all other perishable material. All fills shall be brought up in layers not to exceed one foot in thickness, and each layer shall be wet and thoroughly compacted by rolling. The formation of well defined ruts in any portion of the fill as it is made is especially prohibited. Large lumps shall be broken to a size not to exceed six (6) inches in greatest dimension. The slopes of embankments shall be in proportion of 1 1/2 feet horizontal to one foot vertical. The slopes of excavations shall be in proportion of one foot horizontal to one foot vertical unless otherwise directed by the City Engineer. All slopes shall be trimmed as they are carried up. After a section of the road has been brought to sub-grade, the surface shall be thoroughly watered and then rolled with a roller weighing not less than 400 pounds per inch width of tire, until the surface is unyielding. Depressions made by rolling shall be filled up with suitable material and again rolled. Such portions of the road as can not be properly compacted by the roller shall be tamped solid, and in case of wet weather or soft and muddy ground, making the use of the roller unsafe or impracticable, the rolling shall not be undertaken until the ground has become sufficiently dry to insure satisfactory results. The earth shoulders at each side of the concrete pavement shall be rolled or tamped in the manner as hereinbefore described for the roadway, and shall be finished smooth and hard and shall conform to the cross-section of the roadway on file in the Office of the City Engineer. The cost of all earth used in the shoulders and of all work incident to the construction of said shoulders will be considered as included in and no additional allowance shall be made therefor. The Contractor the price for excavation and embankment shall give the City Engineer twenty-four (24) hours notice in writing when a section has been brought to sub-grade. The City Engineer will then check the elevations of the same and if the work is found to be in accordance with the specifications and grades as given, he shall so notify the contractor, who will then proceed as hereinbefore specified.

4. WATER: The city will provide a water pipe line along the entire length of the proposed improvement, provided with taps at intervals of approximately One Thousand (1000) feet, and will furnish the water required for the work, at said taps, at the usual rates charged for water as prescribed in Ordinance No. 5677 of the ordinances of the City of San Diego, California.

5. CONCRETE PAVEMENT: Upon the sub-grade prepared as above described and thoroughly wetted, there shall be laid a one course Portland cement concrete pavement five inches in thickness, composed of the following materials in their respective proportions, to-wit:

- (a). One sack of Portland cement weighing not less than ninety-four (94) pounds.
- (b). Two and one-half (2 1/2) cubic feet of sand.
- (c). Four (4) cubic feet of broken stone or gravel.

6. CONCRETE MATERIALS:

(a). Cement: All cement used shall be Portland cement and must conform to the requirements contained in "Specifications for Portland Cement" hereto attached.

(b). Sand: All sand used must be fresh water sand, clean, hard and sharp, with the grains graded from coarse to fine, but with coarse grains predominating, and shall contain not more than six (6) per cent by weight of clay, silt and other material passing a screen having one hundred (100) meshes per lineal inch. At least ninety (90) per cent by weight shall pass a screen having four (4) meshes per lineal inch, and at least fifty (50) per cent but not more than eighty-five (85) per cent by weight shall be retained upon a screen having thirty (30) meshes per lineal inch.

(c). Broken Stone or Gravel: Broken stone or gravel shall be clean, hard, durable rock, free from all deleterious material. It shall be of such size that it will

pass a one and one-half (1 1/2) inch round opening and be retained on a screen having 1/4 inch round openings, and not less than thirty (30) per cent of its volume shall be material which will pass a 3/4 inch mesh screen. All broken stone or gravel shall range in size from the minimum noted above to one and one-half (1 1/2) inches in greatest dimension maximum. It is understood that the City Engineer has the right to reject any and all material which does not conform to these specifications.

6. 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 all mixing shall continue, after all materials for a batch are in the drum, for at least one minute at a minimum speed of twelve (12) revolutions per minute. The drum shall be completely emptied before receiving materials for successive batches, and the materials shall be mixed with sufficient water to produce a concrete that will hold its shape when struck off with a template. The consistency shall not be such as to cause a separation of the mortar from the coarse aggregate in handling. The quantity of water used shall be modified as directed by the City Engineer, to meet the conditions of the work being placed. No concrete shall be used that shows evidence of having set or that has become unfit for good work from standing too long or from any other cause and no retempering of concrete will be permitted. The sub-grade or foundation shall be thoroughly wetted just before the depositing of concrete thereupon. The forms or headers shall be smooth, tight, true to the required lines or grade and of sufficient strength to resist springing out of shape during the placing of the concrete. All mortar and dirt shall be removed from forms previously used; they shall be thoroughly moistened immediately before concrete is placed against them; they shall remain in place until the City Engineer authorizes their removal and they shall be removed in such order as he may direct. The concrete shall be tamped with an approved tamper until it is thoroughly compacted.

7. FINISHING: The surface of the concrete shall be struck off by means of a template or strike board which shall be moved with a combined longitudinal and cross-wise motion. After being brought to the required grade with the template or strike board, 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 such a manner as 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 (1/2) inch from the true shape. The edges of the pavement shall be rounded.

8. CURING AND PROTECTION: Unless otherwise specified or otherwise required by the City Engineer, 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 (10) 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 and in cool weather for an additional time to be determined by the City Engineer. The contractor will be allowed to close the section of the road under construction and he will be held responsible for the proper protection of the work from all damage due to traffic. He must provide sufficient barriers or guards at all points in order to prevent traffic from the roadway under process of improvement until the same is thrown open to traffic.

9. CULVERTS: All culverts shall be constructed as required by the City Engineer. The workmanship shall be first class in every respect and to the satisfaction of the City Engineer. The concrete pipe used shall be double strength pipe of standard manufacture, hard and well seasoned and free from defects of any kind. All culverts shall be laid true to line and grades as given by the City Engineer. All joints in concrete pipe shall be flushed with cement mortar composed of one part Portland cement and one part of sand, and the inside of all joints must be wiped smooth. Each joint of pipe must be firmly bedded by properly backfilling around the pipe with fine earth free from rocks or lumps and such earth shall be well rammed or tamped under and along the sides of the pipe.

10. HEAD WALLS: All head walls shall be constructed to the dimensions and at the locations as required by the City Engineer. The concrete used in the construction of the head walls shall be of the same proportions as above specified for concrete pavement. All exposed surfaces of head walls shall be neatly plastered with a coat of cement plaster one-quarter (1/4) inch in thickness, composed of one part of Portland cement and one part of sand.

11. EXECUTION OF CONTRACT: The person or persons to whom the contract for the work herein provided may be awarded will be required to appear at the Office of the Purchasing Agent, Department of Operation of the City of San Diego, California, within twenty-four (24) hours from the time of notification of such award and the preparation and readiness for signature of the contract; and in case of failure or neglect so to do, he or they will be considered as having abandoned it, and the contract will be awarded to another party.

12. TIME OF COMPLETION AND DAMAGES: It is distinctly understood that the contractor is to begin work as soon as is practicable after the contract is signed and that said contractor is to perform and complete all of the work herein provided within one hundred twenty (120) days (including Sundays) from the time of signing the contract for said work. It is further understood that the City of San Diego has the right and shall deduct and retain out of the moneys which may be due or become due to the contractor for the work herein provided, as damages for the non-completion of the work aforesaid within the time hereinbefore stipulated for its completion, the sum of Twenty-five dollars (\$25.00) per day for each and every day which shall elapse until the completion of the work, after the time stipulated for its completion, which said sum of Twenty-five Dollars (\$25.00) per day is hereby, in view of the difficulty of estimating such damages, agreed upon, fixed and determined as the liquidated damages that the City of San Diego will suffer by such default, and not by way of penalty.

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, in the opinion of the City Engineer, shall perform his work in a manner contrary to these specifications, shall be discharged immediately, and such person shall not be employed again in 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 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. 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 contractors shall not disturb any monuments or stakes found on the line of the improvements until orders by the City Engineer, and said contractors shall bear the expense of resetting any monuments or stakes which may be disturbed without orders. The contractor shall prosecute work only in the presence of an inspector or other representative of the City of San Diego, 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 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 barrier 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 such 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 sewers or making house drain connections therewith or 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 acceptance of the work. The contractor shall notify the Superintendent of Streets 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 Streets" or "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, or their authorized representatives.

#### SPECIFICATIONS FOR PORTLAND 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 Superintendent of Streets 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 agent 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%.

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 pounds.

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 described.

(SEE BLUE PRINTS ATTACHED)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy

CONTRACT between CITY OF SAN DIEGO, CALIFORNIA, and JOHN ENGBRETSSEN, for Paving Section Two of Linda Vista Road, being Document No. 111262.

(SEE DRAWING NUMBER 645-L & 646-L ON FILE)  
(IN CITY ENGINEER'S OFFICE.)

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 August, 1917, 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 STANDARD 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 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 portion of Block 19 of the Municipal Tide Lands, Tract No. 1, according to map thereof filed in the office of the City Clerk of the City of San Diego, and marked Document No. 100007, as follows:

All that portion of the said Block 19 of said Subdivision lying south of that certain tract leased to the Spreckels Brothers Commercial Company, as described in Ordinance No. 2200 of the ordinances of The City of San Diego.

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 5th day of August, 1917, at a monthly rental of one dollar (\$1.00) during the remainder of the year 1917; at a monthly rental of forty dollars (\$40.00) during the years 1918, 1919 and 1920; and in December of the year 1920 the Common Council of said The City of San Diego shall fix and determine the rental to be paid during the remainder of the term of this lease. Said rentals payable monthly in advance in gold coin of the United States at the office of the Harbor Master and Wharfinger of said The 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 4th day of August, 1942, 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 regu-

larly adopted and approved.

The Common Council of said City or the people of said City, hereby reserve the right and privilege by ordinance duly adopted to terminate, 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 such buildings and structures as may be necessary or convenient for the operation of a vegetable and fish canning plant. All buildings or other structures so constructed to be in accordance with the ordinances of The City of San Diego; the exterior walls or surface of said buildings shall be plastered, painted or finished in other material of light buff or gray tint.

It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of thirty (30) days from and after the execution of this lease, begin the construction and erection of such buildings and structures, and work will be completed on such buildings and structures within ninety (90) 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 ten thousand dollars (\$10,000.00), and the amount to be expended for equipment in said buildings and structures shall be not less than fifteen thousand dollars (\$15,000.00); and the failure of said Lessee to expend said sum of twenty-five thousand dollars (\$25,000.00) on or before the 22nd day of November, 1917, shall be sufficient to warrant the cancellation of this lease by said Common Council.

(2) Whenever, in the opinion of the Common Council of The City of San Diego, the plant or industry of the Lessee shall be operated in such manner as to constitute a public nuisance, and the Common Council shall have passed a resolution declaring the operation of such plant or industry to be a public nuisance, then the Lessee shall immediately after the service upon it of a certified copy of such resolution, cease the operation of such plant or industry until such time as it shall have installed devices to prevent the existence of a nuisance during the operation of said plant or industry, and until such time as the Health Officer of The City of San Diego shall report to the Common Council in writing that such devices have been installed and that the further operation of the plant of said Lessee shall not constitute a nuisance. The failure or refusal on the part of the Lessee to conform to this provision of this lease shall constitute and shall be a forfeiture of all rights of said Lessee under the terms of this lease.

(3) Any general parking plan adopted by the Common Council of The City of San Diego for tide lands around San Diego Bay shall apply to said Lessee, and said Lessee shall conform to such plans.

(4) 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.

(5) The City of San Diego hereby specifically reserves, over the lands men-

tioned 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.

(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 improvement.

(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 affixed hereto the day and year first hereinabove written.

THE CITY OF SAN DIEGO

John L. Bacon

Howard B. Bard.

Virgilio Bruschi

(SEAL) ATTEST:

Allen H. Wright, City Clerk

By Hugh A. Sanders Deputy.

Walter P. Moore

Members of the Common Council

STANDARD CANNING COMPANY.

By Edgar E. Hendee,

(SEAL)

President.

I hereby approve the form of the foregoing Lease this 6th day of August, 1917.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of TIDE LAND LEASE to STANDARD CANNING COMPANY, being document No. 111025.

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 August, 1917, 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. A. CREELMAN 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 a point where the southwesterly right of way line of the California Southern Railroad intersects the southeasterly line of the San Diego Lumber Company franchise (Ordinance No. 2203); thence in a southwesterly direction along the southeasterly line of said San Diego Lumber Company franchise (Ordinance No. 2203) a distance of 200 feet; thence in a southeasterly direction parallel to the southwesterly line of the right of way of the California Southern Railroad, a distance of 100 feet; thence in a northeasterly direction parallel to the southeasterly line of said San Diego Lumber Company franchise a distance of 200 feet to an intersection with the southwesterly right of way line of said California Southern Railroad; thence along said right of way line a distance of 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 one year from and after the 25th day of August, 1917, at a monthly rental of Three Dollars (\$3.00), payable monthly in advance in gold coin of the United States at the office of the Harbor Master and Wharfinger of said The 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege by ordinance duly adopted to terminate, change or modify this lease on thirty days written notice served upon said Lessee.

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 such buildings and structures as may be necessary or convenient for the operation of a public bath house. All buildings or other structures so constructed to be in accordance with the ordinances of The City of San Diego.

(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 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

John L. Bacon,

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Herbert R. Fay

Members of the Common Council.

L. A. Creelman

Lessee

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 25 day of August, 1917.

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 L. A. CREELMAN, being Document No. 111324.

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, F. A. Rhodes as principal and C. L. Williams and John F. Forward, Jr., as sureties, are held and firmly bound unto the said City of San Diego, a municipal corporation, in the penal sum of Three Thousand Dollars (\$3,000) gold coin 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 bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 4th day of August, 1917.

The condition of the above obligation is such that whereas the said City of San Diego has this day leased and delivered the possession of and given said F. A. Rhodes the right to use certain dredging machinery and equipment belonging to the said City of San Diego, all as specified and provided in a certain lease executed by said City of San

Diego and said F. A. Rhodes;

NOW THEREFORE, if the said F. A. Rhodes shall at the expiration of said lease, return the said dredging machinery and equipment to the said City of San Diego in as good order and condition as the same was at the time it was turned over and delivered to said F. A. Rhodes under said lease, then and in that event the above obligation shall be void, otherwise to remain in full force and effect, and the parties hereto shall indemnify the said City of San Diego against any and all loss or damage caused to it by the failure of said Rhodes to so return said machinery and equipment, to an amount not exceeding the principal of this bond.

F. A. Rhodes (SEAL)  
C. L. Williams (SEAL)  
J. Forward, Jr. (SEAL)

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

C. L. Williams and J. Forward Jr. 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 free-holder therein.

C. L. Williams  
J. Forward, Jr.

Subscribed and sworn to before me this 22nd day of Aug. 1917.

(SEAL) C. B. Hansen,  
Notary Public in and for the County of San Diego,  
State of California.

I hereby approve the form of the within Bond, this 23rd day of August, 1917.

T. B. Cosgrove,  
City Attorney of the City of San Diego.  
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 29th day of August, 1917.

John L. Bacon,  
Howard B. Bard  
Virgilio Bruschi  
Walter P. Moore.  
Members of the Common Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of BOND of F. A. RHODES for LEASE DREDGING MACHINERY AND EQUIPMENT, being Document No. 111063.

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

THIS LEASE made this 4th day of August, 1917, by and between the City of San Diego, a municipal corporation, as Lessor, and F. A. Rhodes, as Lessee, WITNESSETH:  
That for and in consideration of the monthly rental of Fifty Dollars (\$50) per month, payable monthly in advance on the first day of each and every month, the said Lessor hereby leases and gives to the said Lessee the right to take possession of and use the following described personal property consisting of certain dredging machinery here-

tofore used by said City on the dredger E. M. Capps, and which said dredging machinery belongs to said City and consists of one cutter and drive, ladder hinge equipment, suction pipe equipment, winding machinery equipment, lever control equipment and certain miscellaneous equipment belonging to said dredge and which said miscellaneous equipment consists of two pedestals and boxes for counter shaft, one three inch centrifugal priming pump, thirty-two cinch bands for pontoon pipe and one eighteen inch drive belt fifty feet long, and all of which said dredging machinery and equipment is more particularly described and set out in a list thereof on file in the office of the City Manager and which said list is signed by said City Manager for the said City of San Diego, and by said F. A. Rhodes, Lessee.

It being understood that the said Lessee is to use the said dredging machinery upon a certain dredge being built by him for use in dredging work in Imperial County, California.

Said Lessee to have and to hold and use the said dredging machinery for the term of approximately six months or until the dredging work in said Imperial County is completed, and to yield and pay therefor to the City the said sum of Fifty Dollars (\$50) per month for each and every month that it so holds and uses said machinery; said sum to be payable on the 1st day of each and every calendar month.

Said Lessee further covenants and agrees that at the expiration of said job he will return all of the said equipment to the said City of San Diego in as good order and condition as when delivered to him, reasonable wear and tear thereof alone excepted. Said Lessee to pay all expenses of repairing said equipment during the period that he uses the same, and all expenses incident to the return of the same to the said City of San Diego, Lessor.

Said Lessee further agrees to furnish to said City of San Diego, a bond in the sum of Three Thousand Dollars (\$3,000) conditioned that he will return the said equipment at the expiration of the term of this lease in as good order and conditions as the same was when turned over to him, reasonable wear and tear thereof alone excepted. Said bond to be executed by good and sufficient sureties satisfactory to said City.

IN WITNESS WHEREOF the parties hereto have caused this instrument of lease to be executed the day and year first above written.

F. A. Rhodes,

Lessee.

THE CITY OF SAN DIEGO,

Lessor.

By John L. Bacon

Howard B. Bard

Virgilio Bruschi

Walter P. Moore.

Members of the Common Council.

(SEAL) Attest:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 30th day of August, 1917.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy.

ONE CUTTER AND DRIVE:

1- Cutter with 4 blades attached.

2- Extra blades for cutter

1- Ladder head casting with 2 eye bolts and bridle rod

1- Cutter head shaft

- 1 Cutter shaft 13'-2" with 2 boxes
- 1- Cutter shaft short length with large bevel gear attached
- 1- Pinion shaft with small pinion and 27 tooth sprocket attached
- 1- Large casting with bearings for pinion and cutter shafts
- 1- Box and bearing to support pinion shaft at side of ladder
- 2- 15 tooth sprockets with bearings to run on hinge shaft
- 1- 15 tooth sprocket for counter shaft
- 69- feet sprocket chain.

#### LADDER HINGE EQUIPMENT.

- 2- 4" hinge shafts with collars
- 2- Box and bearings to carry ladder timbers
- 4- Pedestals and boxes to carry hinge shafts

#### SUCTION PIPE

- 1- pc. 12" - 2'-8 $\frac{1}{4}$ " long
- 1- pc. 12" - 3'-9" long
- 1- pc. 12" - 11'-8 $\frac{1}{4}$ " long
- 1- pc. 12" - 6'-0" long
- 1- pc. 12" - 20'-0" long
- 7- Flanges for 12" pipe, no bolts
- 3- Cast iron collars for 12" pipe
- 1- Cast iron flange nipple tapped for 3" standard pipe
- 2- Cast iron special angle elbows for 12" pipe
- 2- Cast iron 45° angle elbows for 12" pipe
- 2- Cast iron 90° angle elbows for 12" pipe
- 1- Swivel joint for 12" pipe less main interior sleeve
- 1- 12" check valve with lever.

#### WINDING MACHINERY.

- 4- Hoisting drums with shaft and pulley, on "I" beam bases
- 1- Hoisting drum on individual base
- 1- Extra piece shafting for above hoisting drums
- 1- Cable idler wheel
- 1- 16" Shieve (only)
- 1- 10" shieve (only)
- 2- 12" shieve cases only

#### LEVEL CONTROL.

- 1- Set levers and stand
- 2- Sets telescopic shafts
- 7- boxes for shafts

#### MISCELLANEOUS

- 2- Pedestals and boxes for counter shaft
- 1- 3" centrifugal priming pump
- 32- Cinch bands for pontoon pipe
- 1- 18" Drive Belt 50 feet long.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of DREDGING MACHINERY and EQUIPMENT to F. A. RHODES, being Document No. 111064.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

#### LE A S E

THIS INDENTURE, made this 11th day of September, 1917, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City, under and by virtue of the authority conferred by ordinance No. 7113 of the Ordinances of The City of San Diego; authorizing the execution of this lease, and G. H. LEWIS, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described property situated in The City of San Diego, County of San Diego, State of California, more particularly described as follows:

All of Pueblo Lot Twelve Hundred and Forty (1240) of the Pueblo Lands of The City of San Diego, according to the map made by James Pascoe in 1870, now owned by said City.

For the term of one year, commencing September 6th, 1917, at a yearly rental of twenty dollars (\$20.00), payable annually in advance.

And said Lessee does hereby covenant, promise and agree to pay said City the said rent in the manner hereinabove provided, and to perform the covenants herein con-

tained, 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 thereof will permit.

Said Lessee further covenants and promises and agrees to use and maintain said property for grazing and pasturage purposes only; provided, that if said premises are used for any purpose other than those herein specified, or in case said rental is not paid as herein provided, said City may terminate this lease.

And said City does hereby covenant, promise and agree that said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably have, hold and enjoy the said premises for the term aforesaid.

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

THE CITY OF SAN DIEGO.

John L. Bacon

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council

G. H. Lewis

Lessee.

(SEAL) ATTEST:

Allen H. Wright

City Clerk

I hereby approve the form of the foregoing lease, this 5th day of September, 1917.

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 LESSE of P.L. 1240 to G. H. LEWIS, being Document No. 111449.

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 13th day of September, 1917, 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 part 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.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

THE CITY OF SAN DIEGO

John L. Bacon

Howard B. Bara

Virgilio Bruschi

Walter P. Moore.

Members of the Common Council

Mrs. S. B. Ames,

Lessee

I hereby approve the form of the foregoing lease, this 12 day of September, 1917.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of LOT 151 at Morena to MRS. S. B. AMES, being Document No. 111551.

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 4th day of October, 1917, 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 SIMON MURPHY 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 a point on the west line of Atlantic Street distant 1.0 feet south from the south line of Market Street; thence north  $0^{\circ} 01' 40''$  east a distance of 14 feet to a point; thence north  $89^{\circ} 58' 20''$  west a distance of 46 feet to a point; thence south  $0^{\circ} 01' 40''$  west a distance of 8 feet to a point; thence south  $89^{\circ} 58' 20''$  east a distance of 10 feet to a point; thence south  $0^{\circ} 01' 40''$  east a distance of 6 feet to a point; thence south  $89^{\circ} 58' 20''$  east a distance of 36 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 period of time to and including the 30th day of April, 1920, at a monthly rental of four and 70/100 dollars (\$4.70), payable monthly in advance in gold coin of the United States at the office of the Harbormaster and Wharfinger of said The 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege by ordinance duly adopted to terminate, change or modify this lease on thirty days written notice served upon said Lessee.

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 such buildings and structures as may be necessary for the purpose of conducting a cigar, fruit and grocery store. All buildings or other structures so constructed to be in accordance with the ordinance of The City of San Diego. It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of \_\_\_\_\_ 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 \_\_\_\_\_ and the failure of said Lessee to expend said sum of \$ \_\_\_\_\_ on or before the \_\_\_\_\_ day of \_\_\_\_\_, 191\_\_\_\_ 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, 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 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 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

John L. Bacon

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

Simon Murphy

Lessee

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing lease, this 28th day of September, 1917.

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 OF TIDE LANDS to SIMON MURPHY, being Document No. 111759 $\frac{1}{2}$ .

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 October, 1917, 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 BENJAMIN F. GRAHAM, of the City of Los Angeles, 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, distant 201.6 feet southeasterly from the intersection of the west line of Twenty-eighth Street with the said mean high tide line, said point being also the intersection of the southeasterly line of that certain tract transferred to the State of California for naval reserve purposes, as described in Ordinance No. 5659 of the ordinances of the City of San Diego; thence south 16° 00' west along said southeasterly line of said tract to an intersection with the U. S. Bulkhead line as established in the year 1912; thence southeasterly along said Bulkhead line a distance of 1870 feet to a point; thence north 16° 00' east to an intersection with said mean high tide line; thence northwesterly following said mean high tide line to the point or place of beginning, containing fifty (50) acres, 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 fifty (50) years from and after the first day of January, 1918, at rentals as follows:

The rental to be paid by the Lessee for said land shall be fixed upon a basis of the valuation thereof. Upon such basis, the City does hereby fix the rental for the first twenty year period of said term at the rate of one hundred dollars (\$100.00) per

month.

In December of the year 1938, the Common Council of The City of San Diego shall ascertain the reasonable value of the demised land for the purpose of fixing the rental for the balance of the term. The re-valuation of the demised land for such purpose shall be according to the assessed valuation of adjoining land of similar character and area as shown by the assessment roll of the County of San Diego for the fiscal year 1937- 1938; that is to say, the reasonable value of said land for the purpose of fixing the rental aforesaid shall be the assessed value per acre, upon the land alone, regardless of improvements, of such adjoining land; and the rental for the remainder of the term shall be an amount equal to five per cent per annum upon such valuation.

All of said rentals shall be payable in monthly installments in gold coin of the United States, at the office of the Harbormaster and Wharfinger of said City of San Diego, or to such other official as the Common Council may hereafter designate.

The Lessee herein may sublet the said lands, or any part thereof, provided that such sublease shall be subject to the same conditions and restrictions contained in this lease.

There is reserved to the Common Council and to the people of The City of San Diego the right and privilege, by ordinance duly adopted, to terminate, change or modify this lease upon paying to the Lessee, his heirs, executors, administrators or assigns, a sum of money which shall be equivalent to the value of the entire leasehold estate, including all franchises or privileges herein conferred. That the manner of ascertaining the value of the leasehold estate shall be as provided by the laws of the State of California for the exercise of the right of eminent domain by municipalities.

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 such buildings and structures as may be necessary or convenient for carrying on a shipbuilding, dry-dock or storage business; for the manufacture of aeroplanes, and for other manufacturing purposes. All buildings or other structures so constructed shall be built 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 ninety (90) days from and after the execution of this lease, begin the construction of improvements upon the demised land, which improvements may include dredging work to make said land available for the purposes of the Lessee, the construction of bulkheads and other improvements of similar character; and there shall be expended in and about such work within said period of ninety (90) days the sum of not less than ten thousand dollars (\$10,000.00); and said Lessee shall continue making improvements after said period of ninety (90) days, and if he shall fail within the period of one year after the beginning of the term to expend the sum of at least two hundred and fifty thousand dollars (\$250,000.00) in improvements, said Common Council of The City of San Diego will be warranted in cancelling this lease upon thirty (30) days' written notice to the Lessee; provided, however, that if within thirty (30) days after receiving such notice, the Lessee shall complete such expenditures, he shall be relieved of such default; and provided further, that said sum of two hundred and fifty thousand dollars (\$250,000.00) shall be expended with reasonable diligence during said term of one year, and that an unusual period of time, consisting of several months, shall not be allowed to elapse between the expenditure of ten thousand dollars (\$10,000.00) during the first

period of ninety (90) days, and the expenditure of the balance of said sum of two hundred and fifty thousand dollars (\$250,000.00) during said period of one year. The purpose of this provision being to require the expenditure of two hundred and forty thousand dollars (\$240,000.00) during the last nine months of the first year of the term of this lease with reasonable diligence, and to require monthly or bi-monthly expenditures during said period of nine months in such amounts as would reasonably indicate that the entire sum of two hundred and fifty thousand dollars (\$250,000.00) would have been expended on the termination of the first twelve months of the term of this lease. Providing, however, that in the event work is stopped or delayed in the construction of improvements upon said leased premises during said period of one year due to strikes or other labor disorders or labor difficulties, or due to act of God or the public enemy, or due to other reasons over which the Lessee has no control, the time lost during such delays shall be credited to the Lessee and added to said period of twelve months within which said sum of two hundred and fifty thousand dollars (\$250,000.00) shall be expended, and each such delay caused as aforesaid shall in no manner prejudice the Lessee herein.

The term improvements, as used in the foregoing provisions of this lease, is intended to and shall include all expenditures made by the Lessee, his heirs, executors or assigns, in connection with dredging or bulkheading for the purpose of filling in said leased lands or any part thereof, and shall include all buildings erected thereon and all equipment located in said buildings or upon said leased premises or immediately adjacent thereto and used in connection with said leased premises, and shall include all equipment for building aeroplanes and ships, and for carrying on drydock or storage business, and for manufacturing purposes.

(2) 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) At no time during said term shall The City of San Diego be required to make any improvements upon or for the benefit of the demised land.

(4) The City of San Diego reserves over the demised land a continuous right of way for a municipal belt line of railway tracks, which right of way shall be not less than one hundred (100) feet in width, and shall be so located as to practically parallel the United States Bulkhead line. The Lessee, however, shall be entitled to damages, if, in the exercise of the right herein reserved, any improvements placed or made upon said demised land by the Lessee or any one holding under him shall be impaired in value, removed or destroyed, and nothing herein contained shall be deemed to deprive the Lessee, or any one holding said land or any part thereof under him, of the right to recover all damages which may be sustained by the exercise of the right so reserved.

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; provided, further, that the exercise of the right herein reserved shall be subject to the conditions hereinbefore mentioned

conferring upon said Lessee the right to recover all damages which may be sustained by the exercise of said right so reserved; 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) The Lessee shall have the right to enter upon said land prior to the beginning of said term for the purpose of preparing it for the contemplated use, and he shall not be liable for any rental during such period. If he shall fail, however, to begin active work to establish said business upon said land not later than the beginning of said term, or if the said Lessee 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 he shall remove from said premises and shall have no right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property and said Lessee shall forfeit all rights and claims thereto and hereunder, and said Lessee, in accepting this lease, hereby acknowledges the right of said 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. Upon the termination of the lease, this Lessee shall have the right to remove all buildings, improvements and equipment placed upon the said land by him; and he shall have the right, from time to time, during said term, to make such alterations or changes in the improvements which may be placed upon said land by him as he shall deem proper, or to remove any such buildings, improvements, machinery or equipment.

The provisions hereof shall be binding upon and will inure to the benefit of the heirs, executors, administrators and assigns of the Lessee, and any successor in interest of the Lessor.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said The City of San Diego 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

John L. Bacon,

Howard B. Bard,

Virgilio Bruschi

Walter P. Moore,

Herbert R. Fay.

Members of the Common Council.

Benjamin F. Graham

Lessee.

(SEAL) Attest:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 8th day of October, 1917.

T. B. Cosgrove,

City Attorney of the City of San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to BENJAMIN F. GRAHAM, being Document No. 111952.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

C O N T R A C T

Between

THE CITY OF SAN DIEGO

and

JAMES KENNEDY

For the

ERECTION OF THE LOWER OTAY DAM, INDEPENDENT SPILLWAYAND OUTLET TOWER AND TUNNEL.

Certification of Workmen's Compensation Insurance.

Dated Los Angeles, Cal.  
10-8-17.

THIS IS TO CERTIFY that the Assured named in the following schedule is at this date insured with THE OCEAN ACCIDENT AND GUARANTEE CORPORATION, LIMITED, under policy described in the following schedule covering the Assured's obligation for Compensation as imposed upon the said Assured by the provisions of the Compensation Law in effect in the state indicated in the said schedule. Said Policy expiring October 8th, 1918.

## DESCRIPTIVE SCHEDULE

Assured JAMES KENNEDY

Address of Assured Washington Bldg., Los Angeles, Calif.

Description of work covered- Concrete Dam Construction.

State where work is being done\_\_ Otay dam, near Chula Vista, San Diego County, Calif.

Policy No. EY-56877

This certificate is issued at the request of Mayor and Common Council of the City of San Diego, Calif. whose address is San Diego, Calif.

THE OCEAN ACCIDENT AND GUARANTEE CORPORATION, LIMITED.

William J. Gardner

Countersigned by

Manager for the United States.

E. H. PORTER, RES. MGR.

By B. B. Tabor, Authorized Agent.

The Premium charged for this Bond is \$5867.36/100 Dollars for the first two years, and 5867.36/100 Dollars for each year thereafter payable annually in advance, and subject to correction at the rate of one per cent of the whole contract for the first two years, and one-half of one per cent of the whole contract price annually thereafter. Maintenance (if any) 1/4 of 1%

FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, that JAMES KENNEDY, of Los Angeles, California, as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of one hundred and fifty thousand dollars (\$150,000.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of October, 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 materials, and all labor, tools, appliances, transportation and other expense necessary or incidental to the construction, completion and installation of the Lower Otay Dam and independent spillway and outlet tower and tunnel, at a point on the Otay

River commonly known as the Lower Otay Damsite, in the County of San Diego, State of California, being Schedules numbered One, Two and Three, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 18th day of July, 1917, marked "Document No. 110699", and endorsed "City of San Diego, California, Advertisement, proposal, drawings and specifications, Lower Otay Dam, Spillway and Outlet Tower"; said plans consisting of seven sheets and said specifications consisting of twenty-nine sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

Now therefore, 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 name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

James Kennedy,

By Jo L. P. Kennedy Att in Fact.

Principal

UNITED STATES FIDELITY & GUARANTY COMPANY

By Frank M. Kelsey

Its Attorney in Fact

Surety.

UNITED STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting (SEAL)

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

On this Third day of October in the year one thousand nine hundred and Seventeen, before me, Hallie D. Winebrenner, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Frank M. Kelsey, known to me to be the duly authorized Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said Frank M. Kelsey duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Principal and his own name as Attorney-in-fact.

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

Hallie D. Winebrenner

Notary Public in and for Los Angeles County,

(SEAL)

State of California.

I hereby approve the form of the within Bond, this 11th day of October, 1917.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 11th day of October, 1917.

John L. Bacon

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

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

Herbert R. Fay

Members of the Common Council.

LABOR AND MATERIALMEN'S BOND.

KNOW ALL MEN BY THESE PRESENTS, that JAMES KENNEDY of Los Angeles, California, 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 three hundred thousand dollars (\$300,000.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of October, 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 materials, and all labor, tools, appliances, transportation and other expense necessary or incidental to the construction, completion and installation of the Lower Otay Dam and independent spillway and outlet tower and tunnel, at a point on the Otay River commonly known as the Lower Otay Damsite, in the County of San Diego, State of California, being Schedules numbered One, Two and Three, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 18th day of July, 1917, marked "Document No. 110699", and endorsed "City of San Diego, California, Advertisement, proposal, drawings and specifications, Lower Otay Dam, Spillway and Outlet Tower"; said plans consisting of seven sheets and said specifications consisting of twenty-nine sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And, whereas, the aforesaid penal sum of three hundred thousand dollars (\$300,000.00), 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 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 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 name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

James Kennedy

By Jo L. Kennedy Att in Fact.

Principal.

UNITED STATES FIDELITY & GUARANTY COMPANY

By Frank M. Kelsey  
Its Attorney in Fact  
Surety

UNITED STATES FIDELITY & GUARANTY COMPANY  
By C. W. Oesting (SEAL)  
Attorney in Fact

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF LOS ANGELES )

On this Third day of October in the year one thousand nine hundred and Seventeen, before me, Hallie D. Winebrenner, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Frank M. Kelsey, known to me to be the duly authorized Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said Frank M. Kelsey duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Principal and his own name as Attorney-in-fact.

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

Hallie D. Winebrenner  
Notary Public in and for Los Angeles County,  
State of California.  
(SEAL)

I hereby approve the form of the within Bond, this 11th day of October, 1917.

T. B. Cosgrove,  
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 11th day of October, 1917.

(SEAL) ATTEST:

Allen H. Wright, City Clerk.  
By Hugh A. Sanders, Deputy.

John L. Bacon,  
Howard B. Bard,  
Virgilio Bruschi,  
Walter P. Moore,  
Herbert R. Fay.  
Members of the Common Council.

LOWER OTAY DAM CONTRACT.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 3rd day of October, 1917, by and 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 JAMES KENNEDY of Los Angeles, California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter in attached specifications 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 expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete and install the Lower Otay Dam and independent spillway and outlet tower and tunnel, at a point on the Otay River commonly known as the Lower Otay Damsite, in the County of San Diego, State of California, being Schedules numbered One, Two and Three, all as more particularly and in

detail set forth in those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 18th day of July, 1917, marked "Document No. 110699", and endorsed, "City of San Diego, California, Advertisement, Proposal, Drawings and Specifications, Lower Otay Dam, Spillway and Outlet Tower"; said plans consisting of seven sheets and said specifications consisting of twenty-nine sheets; true copies of the advertisement for bids, proposal of contractor, and plans and specifications are hereunto annexed marked "Exhibit A", by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

ARTICLE II. In consideration of the construction and completion of the work by said contractor herein undertaken, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, said contractor shall be paid as is provided in the specifications attached hereto.

ARTICLE III. 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 improvements as specified in said specifications and as shown upon said plans, as the same may be interpreted by the Hydraulic Engineer of said City.

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

ARTICLE V. The contractor shall keep harmless and indemnify The City of San Diego, its officers and agents, from all damage, cost or expense that arises or is set up for infringement of patent rights of any one for use by The City of San Diego, its officers or agents, of articles supplied by the contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. 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.

ARTICLE VII. 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.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of said The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof be liable for

any portion of said contract price.

IN WITNESS WHEREOF, 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 in pursuance of Resolution No. 23156, duly adopted on the 3rd day of October, 1917, by said Common Council, authorizing such execution, and said contractor has hereunto set his hand the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

THE CITY OF SAN DIEGO

John L. Bacon,

Howard B. Bard,

Vingilio Bruschi,

Walter P. Moore,

Herbert R. Fay

Members of the Common Council.

James Kennedy

By John. P. Kennedy Att in Fact

I HEREBY APPROVE THE FORM of the foregoing contract, this 15th day of September, 1917.

T. B. Cosgrove,

City Attorney of The City of San Diego, California.

EXHIBIT A.

True copies of Advertisement for Bids, Proposal of  
Contractor, Plans and Specifications.

8/4/17

ADVERTISEMENT.

City of San Diego.

San Diego, California, August 13, 1917.

Sealed proposals will be received at the office of the City Clerk of the City of San Diego, California, until 11 o'clock A. M., September 4, 1917, for the construction of the Lower Otay Dam, and Independent Spillway, and an Outlet Tower and connections, and appurtenances thereto, involving for the Lower Otay Dam, about 30,000 cubic yards of excavation, about 75,000 cubic yards of concrete, about 20,000 cubic yards of mass rock, and about 1,500 linear feet of hole for grouting foundations; and for the Independent Spillway, about 6,000 cubic yards of excavation, about 2,000 cubic yards of concrete; and for the Outlet Tower and connections about 750 cubic yards of reinforced concrete.

The work is located about 20 miles southwesterly from San Diego, and about 10 miles easterly from the Otay Industrial Track of the San Diego & Arizona Railway and of the San Diego & Southeastern Railway.

Copies of Drawings and specifications, Proposal, Guaranty of Bond, Bidding Schedules, Form of Contract may be inspected at the office of Hydraulic Engineer, Room 18, City Hall, San Diego, California, or, on the work at Lower Otay Dam, or copies of the Drawings and specifications may be obtained at either place upon deposit of \$10.00, which will be returned to all bidders submitting complete, formal proposal for one or more schedules.

For particulars address H. N. Savage, Hydraulic Engineer, City of San Diego, City Hall, San Diego, California.

F. M. Lockwood,  
Manager of Operations.

Allen H. Wright,  
City Clerk.

8/4/17

PROPOSAL

San Diego, Sept. 4, 1917.

To the Common Council of the City of San Diego, California.

Sirs:

Pursuant to the foregoing advertisement and notice to bidders, the undersigned bidder herewith submits proposal on the schedule or schedules attached hereto and made part hereof, and binds himself on award by the Common Council under this proposal to execute in accordance with such award, a contract, with necessary bonds, of which this proposal, and the said advertisement and specifications shall be a part, for performing and completing said contract within the time required and at the prices named in the specifications and in the schedules hereto annexed.

The bidder furthermore agrees that, in case of his default in executing said contract with necessary bonds, the check accompanying this proposal and the money payable thereon shall be and remain the property of the City of San Diego.

Signature James Kennedy  
By John P. Kennedy,  
Att. in Fact.  
Address 901 Washington Bldg.  
Los Angeles, Cal.

(Corporate Seal)

Names of individual members of firm or names  
and titles of all officers of corporation. ( James Kennedy )

Corporation organized under the laws of the State of \_\_\_\_\_.

If the contract is awarded under this proposal, the bidder proposed to do the work with equipment of the following character and quantity;

Equipment necessary to do the work.

GUARANTY OF BOND.

We hereby agree to furnish bonds for this bidder as required by these specifications and the regulations of the City of San Diego, in case contract is awarded on the basis of this proposal.

Signatures and addresses of guarantors of bond. ( See letter attached )

Surety companies, to be acceptable to the City of San Diego, must be on the accredited list of the United States Treasury Department and hold certificates under the Acts of Congress of August 13, 1894, and March 23, 1910, and their bonds will be limited to such amounts as would be acceptable to the Treasury Department.

Note:- This guaranty is not a bid bond and no revenue stamps are required to be attached.

SCHEDULE 1.

Lower Otay Dam -----Drawings S-1, S-2, S-3, S-4, S-5

Item No.	Work or Material	Quantity and Price	Amount.
1.	Excavation Class 1	12,000 cubic yards at One Dollar thirteen cents (\$1.13) per cubic yard .....	\$13560.00
2.	Excavation Class 2	7,500 cubic yards at Two Dollars forty-eight cents (\$2.48) per cubic yard.....	\$18600.00
3.	Excavation Class 3	1,500 cubic yards at One Dollar thirteen cents \$1.13) per cubic yard.....	\$ 1695.00
4.	Excavation Class 4	9,000 cubic yards at Two Dollars forty-eight cents, (\$2.48) per cubic yard.....	\$22320.00

5.	Backfill	500 cubic yards at One Dollar fifty cents (\$1.50) per cubic yard .....	\$ 750.00
6.	Concrete	24,000 cubic yards at Four Dollars eighty-seven cents (\$4.87) per cubic yard.....	\$116880.00
7.	Concrete Cyclopean masonry	70,000 cubic yards at Four Dollars eighty-seven cents (\$4.87) per cubic yard.....	\$340900.00
8.	Concrete, rein- forced	325 cubic yards at Four Dollars eighty-seven cents, (\$4.87) per cubic yard.....	\$ 1582.75
9.	Placing reinforc- ing steel	30,000 pounds at Two cents (\$.02) per pound.....	\$ 600.00
10.	Crushing rock for sand	10,000 cubic yards at Two Dollars (\$2.00) per cubic yard.....	\$ 20000.00
11.	Drilling holes with core recovering drills 2½" diameter	500 linear feet at Five Dollars twenty-five cents (\$5.25) per foot.....	\$ 2625.00
12.	Drilling holes with percussion drill up to 6" diameter	1,000 linear feet at Five Dollars twenty-five cents (\$5.25) per foot.....	\$ 5250.00
13.	Grouting under pressure	200 cubic yards at Twelve Dollars (\$12.00) per cubic yard.....	\$ 2400.00
14.	Laying drain tile and pipe	2,000 linear feet at Fifteen cents (\$.15¢) per foot	\$ 300.00
15.	Placing metal work and building metal into concrete	10,000 pounds at three and three-quarters cents, (\$ .03-3/4) per pound.....	\$ 375.00

#### SCHEDULE 2.

Independent Spillway ----- Drawings S-1, S-2, S-3, S-6.

Item No.	Work or Material	Quantity and price	Amount
1.	Excavation Class 3	1,000 cubic yards at One Dollar thirteen cents (\$1.13) per cubic yard.....	\$ 1113.00
2.	Excavation Class 4	5,250 cubic yards at Two Dollars forty-eight cents (\$2.48) per cubic yard.....	\$ 13040.00
3.	Backfill	500 cubic yards at One Dollar fifty cents, (\$1.50) per cubic yard.....	\$ 750.00
4.	Concrete	600 Cubic yards at Four Dollars eighty-two cents, (\$4.82) per cubic yard.....	\$ 2892.00
5.	Concrete cyclo- pean masonry	200 cubic yards at Four Dollars eighty-two cents, (\$4.82) per cubic yard.....	\$ 964.00
6.	Concrete, rein- forced	1,200 cubic yards at Four Dollars eighty-two cents, (\$4.82) per cubic yard.....	\$ 5784.00
7.	Placing reinforc- ing steel	30,000 pounds at Two cents (\$.02) per pound.....	\$ 600.00

SCHEDULE 3.

Outlet Tower----- Drawings S-1, S-2, S-7.

Item No.	Work or Material	Quantity and price	Amount.
1.	Excavation Class 3	100 cubic yards at One Dollar thirteen cents, (\$1.13) per cubic yard.....	\$ 113.00
2.	Excavation Class 4	200 cubic yards at Two Dollars forty-eight cents, (\$2.48) per cubic yard.....	\$ 496.00
3.	Backfill	300 cubic yards at One Dollar fifty cents, (\$1.50) per cubic yard.....	\$ 450.00
4.	Concrete Tunnell lining 1400 lineal feet	270 cubic yards at Fifteen Dollars (\$15.00) per cubic yard.....	\$4050.00
5.	Concrete, rein- forced	450 cubic yards at Fifteen Dollars (\$15.00) per cubic yard.....	\$6750.00
6.	Placing Reinforc- ing Steel	20,000 pounds at Two cents (\$.02) per pound.....	\$ 400.00
7.	Placing metal and building metal into concrete	40,000 pounds at three and three-quarter cents, (\$.03-3/4) per pound.....	\$1500.00

This bid is submitted as a whole.

8/4/17

Construction, and Machinery with Installation.

SPECIFICATIONS

General Conditions

1. FORM OF PROPOSAL AND SIGNATURE. The proposal shall be made on the form provided therefor and shall be enclosed in a sealed envelope marked and addressed as required in the notice to bidders. The bidder shall state in words and figures the unit prices or the specified sums, as the case may be, for which he proposes to supply the materials or machinery and perform the work required by these specifications. If the proposal is made by an individual it shall be signed with his full name, and his address shall be given; if it is made by a firm it shall be signed with the copartnership name by a member of the firm, who shall also sign his own name, and the name and address of each member shall be given; and if it is made by a corporation it shall be signed by an officer with the corporate name attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. No telegraphic proposal or telegraphic modification of a proposal will be considered.
2. PROPOSAL. Blank spaces in the proposal should be properly filled. The phraseology of the proposal must not be changed, and no additions should be made to the items mentioned therein. Unauthorized conditions, limitations or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. If the unit price and the total amount named by a bidder for any item do not agree, the unit price alone will be considered as representing the bidder's intention. A bidder may withdraw his proposal before the expiration of the time during which pro-

posals may be submitted, without prejudice to himself, by submitting a written request for its withdrawal to the officer who holds it. No proposals received after said time or at any place other than the place of opening as stated in the advertisement will be considered. Bidders, their representatives, and others interested, are invited to be present at the opening of proposals. The right is reserved to reject any or all proposals, to accept one part of a proposal and reject the other, and to waive technical defects, as the interest of the City of San Diego may require.

3. CERTIFIED CHECK. Each bidder shall submit with his proposal an unconditional certified check for the sum stated in the notice to bidders, payable to the order of "The City Clerk of the City of San Diego" (Hereinafter styled City Clerk). Any condition or limitation placed upon a certified check will render it informal and may result in the rejection of the proposal under which such check is submitted. If the bidder to whom an award is made fails or refuses to execute the required contract and bond within the time specified in paragraph 4, or such additional time as may be allowed by the engineer, the proceeds of his check shall become subject to deposit in the Treasury of the City of San Diego as moneys belonging to the City of San Diego the proceeds of said check being hereby agreed upon as liquidated damages to the City of San Diego on account of the delay in the execution of the contract and bond and the performance of work thereunder and the necessity of accepting a higher or less desirable bid resulting from such failure or refusal to execute contract and bond as required. Upon receipt thereof by the City Clerk, all checks will be deposited in the Treasury of the City of San Diego and the proceeds thereof, when due, will be returned by the City Clerk. The proceeds of the check of the successful bidder will be returned after the execution of his contract and the approval of his bond on behalf of the City of San Diego; and the proceeds of the checks of the other bidders will be returned at the expiration of forty-five days from the date of opening proposals, or sooner if contract is executed prior to that time.

4. THE CONTRACT. The bidder to whom award is made shall execute a written contract with the City of San Diego and, if bonds are required, furnish good and approved bonds within fifteen days after receiving the forms of contract and bonds for execution. The contract shall be made in the form adopted by the City of San Diego. This form may be examined at the offices of the City Clerk, or copies will be furnished on request to parties proposing to bid. If the bidder to whom award is made fails to enter into contract as herein provided, the award will be annulled, and an award may be made to the next lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. The advertisement, notice to bidders, proposal, general conditions, and detail specifications will be incorporated in the contract. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and evidence that the officer signing the contract and bond for the corporation is duly authorized to do so.

5. CONTRACTOR'S BONDS. Unless another sum is specified in the notice to bidders, the contractor shall furnish a labor and materialmen's bond in an amount of not less than fifty per cent of the estimated aggregate payments to be made under the contract, conditioned upon the payment by said contractor of all materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, and for any work or labor done thereon of any kind.

The contractor shall also furnish a faithful performance bond in an amount not less than twenty-five per cent of the estimated aggregate payments to be made under the contract, conditioned upon the faithful performance by the contractor of all covenants

and stipulations in the contract.

If during the continuance of the contract any of the sureties die, or, in the opinion of the Common Council, are or become irresponsible, the Common Council may require additional sufficient sureties, which the contractor shall furnish to the satisfaction of said Common Council with ten days after notice, and in default thereof the contract may be suspended by the Common Council and the materials purchased or the work completed as provided in paragraph twelve.

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

7. ENGINEER. The word "engineer" used in these specifications or in the contract means the Hydraulic Engineer of the City of San Diego. He will be represented by assistants and inspectors, authorized to act for him. On all questions concerning the acceptability of material, machinery, the classification of material, the execution of the work, conflicting interests of contractors performing related work, and the determination of costs, the decision of the Hydraulic Engineer shall be final, and binding upon both parties.

8. CONTRACTOR. The word "contractor" used in these specifications or in the contract means the person, firm, or corporation with whom the contract is made by the City of San Diego. The contractor shall at all times be represented on the works in person or by a foreman or duly designated agent. Instructions and information given by the engineer to the contractor's foreman or agent on the work shall be considered as having been given to the contractor. When two or more contractors are engaged on installation or construction work in the same vicinity the engineer shall be authorized to direct the manner in which each shall conduct his work so far as it affects other contractors.

9. SAMPLES OR SPECIMENS. The contractor shall submit samples or specimens of such materials to be furnished or used in the work as the engineer may require.

10. MATERIAL AND WORKMANSHIP. All materials must be of the specified quality and equal to approved samples if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The engineer may by appropriate instructions correct errors and supply omissions, which instructions shall be as binding upon the contractor as though contained in the original specifications or drawings. All materials furnished and all work done must be satisfactory to the engineer. Work, material, or machinery not in accordance with these specifications, in the opinion of the engineer, shall be made to conform thereto. Unsatisfactory material will be rejected, and, if so ordered by the engineer, shall at the contractor's expense, be immediately removed from the vicinity of the work.

11. DELAYS. If any delay is caused the contractor by specific orders of the engineer to stop work, or by the performance of extra work ordered by the engineer, or by the failure of the City of San Diego to provide material, or necessary instructions for carrying on the work, or to provide the necessary right of way, or site for installation, or by unforeseen causes beyond the control of the contractor, such delay will entitle the contractor to an equivalent extension of time, except as otherwise provided in paragraph 28, Application for extension of time must be approved by the engineer and shall be accompanied by the formal consent of the sureties, but an extension of time,

whether with or without such consent, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract. If delays from any of the above-mentioned causes occur after the expiration of the contract period no liquidated damages shall accrue for a period equivalent to such delay.

12. SUSPENSION OF CONTRACT. If the contractor fails to begin the delivery of the material or to commence work as provided in the contract, or fails to make delivery of material promptly as ordered, or to maintain the rate of delivery of material or progress of the work in such manner as in the opinion of the engineer will insure a full compliance with the contract within the time limit, or if in the opinion of the engineer the contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice will be served on him to provide within a specified time for a satisfactory compliance with the contract, and if he neglects or refuses to comply with such notice the engineer may suspend the operation of all or any part of the contract, or he may in his discretion after such notice perform any part of the work or purchase any or all of the material included in the contract or required for the completion thereof without suspending the contract. Upon suspension of contract, the engineer may in his discretion take possession of all or any part of the machinery, tools, appliances, animals, materials, and supplies used in the work covered by the contract or that have been delivered by or on account of the contractor for use in connection therewith, and the same may be used either directly by the City of San Diego or by other parties for it, in the completion of the work suspended; or the City of San Diego may employ other parties to perform the work, or may substitute other machinery or materials, purchase the material contracted for in such manner as it may deem proper, or hire such force and buy such machinery, tools, appliances, animals, materials and supplies at the contractor's expense as may be necessary for the proper conduct and completion of the work. Any cost to the City of San Diego in excess of the contract price, arising from the suspension of the contract, or from work performed or purchases made by the City of San Diego either before or after suspension, and required on account of the failure of the contractor to comply with his contract or the orders of the engineer issued in pursuance thereof, will be charged to the contractor and his sureties, who shall be liable therefor. A special lien to secure the claims of the City of San Diego in the event of suspension of the contract is hereby created against any property of the contractor taken into the possession of the City of San Diego under the terms hereof, and such lien may be enforced by a sale of such property under the direction of the Common Council of the City of San Diego, and the proceeds of the sale, after deducting all expenses thereof, and connected therewith, shall be credited to the contractor. If the net credits shall be in excess of the claims of the City of San Diego against the contractor the balance will be paid to the contractor or his legal representatives. If, in the opinion of the engineer, an emergency exists for the furnishing of certain material or the performance of certain work in order to insure compliance with the terms of the contract, and if the contractor fails to furnish such material or to perform such work within a reasonable time fixed by written notice from the engineer to the contractor, then the engineer shall have the power to furnish such material or to perform such work at the expense of the contractor and his sureties, who shall be liable therefor. In the determination of the question whether there has been such noncompliance with the contract as to warrant its suspension or the furnishing of material or the performance of work by the City of San Diego as herein provided, the decision of the engineer shall be final and binding upon both parties. Suspension of the contract, or any part thereof, shall operate only to terminate the right of the con-

tractor to proceed with the work covered by the contract or the suspended portions thereof. The provisions of the contract permitting the City of San Diego to make changes and to make proper adjustment of accounts to cover any increase or decrease of cost on account of such changes, and all other stipulations of the contract except those giving the contractor the right to proceed with work on the items covered by the suspension, shall be and remain in full force and effect after such suspension and until the contract shall have been completed and final payment or final adjustment of accounts made.

13. CHANGES. The engineer may, without notice to the sureties on the contractor's bonds, make changes: (a) in the designs or materials or machinery; (b) in the plans for installation or construction; (c) in quantities or character of the work or material required. The changes in plans for installation or construction may also include: (a) modifications of shapes and dimensions of canals, dams, and other structures, and excavation therefor; (b) the shifting of locations to suit conditions disclosed as work progresses. If such changes result in an increase or decrease of cost to the contractor, the engineer will make such additions or deductions on account thereof as he, with the approval of the Common Council, may deem reasonable and proper, and such action thereon shall be final. Extra work or material shall be charged for as hereinafter provided.

14. EXTRA WORK OR MATERIAL. In connection with the work covered by this contract, the engineer may at any time during the progress of the work order work or material not covered by the specifications. Such work or material will be classed as extra work and will be ordered in writing. No extra work or material will be paid for unless ordered in writing. Extra work or material shall be charged for at actual necessary cost, as determined by the engineer, plus fifteen per cent for profit, superintendence, and general expenses. The actual necessary cost will include all expenditures for materials, labor, and supplies furnished by the contractor, and in connection with the manufacture of machinery a reasonable allowance for the use of shop equipment where required, but will in no case include any allowance for office expenses, general superintendence, or other general expenses. At the end of each month the contractor shall present in writing any claims for extra work performed during that month and extra material delivered during that month and, when requested by the engineer, shall furnish itemized statements of the cost and shall permit examination of accounts, bills, and vouchers relating thereto. No such claim will be allowed which is not presented to the engineer in writing within thirty days after the close of the calendar month, during which the extra work or material covered by such claim is alleged to have been furnished, and any such claim not so presented will be deemed to have been waived by the contractor.

15. DELAYS- NO EXTRA COMPENSATION. The contractor shall receive no compensation for delays or hindrances to the work except when, in the judgment of the engineer, direct and unavoidable extra cost to the contractor is caused by the failure of the City of San Diego to provide necessary information, material, right of way, or site for installation. When such extra compensation is claimed a written itemized statement setting forth in detail the amount thereof shall be presented by the contractor not later than thirty days after the close of the calendar month during which extra cost is claimed to have been incurred. Unless so presented the claim shall be deemed to have been waived. Any such claim, if found correct, will be approved and the amount found due as actual extra cost will be covered by the next estimate thereafter paid under the contract. The decision of the engineer whether extra cost has been incurred and the amount thereof shall be final.

16. CHANGES AT CONTRACTOR'S REQUEST. If the contractor, on account of conditions developing during the progress of the work, find it impracticable to comply strictly

with these specifications and applies in writing for a modification of requirements or of methods of work; such change may be authorized by the engineer, with the approval of the Common Council, if not detrimental to the work and if without additional cost to the City of San Diego.

17. INSPECTION. All materials furnished and work done under this contract will be subject to rigid inspection. The contractor shall furnish without cost to the City of San Diego complete facilities, including the necessary labor for the inspection of all material and workmanship. The engineer, or his authorized agent, shall have at all times access to all parts of the shop where such material under his inspection is being manufactured. Work or material that does not conform to the specifications, although accepted through oversight or otherwise, may be rejected at any state of the work. Whenever the contractor on installation or construction is permitted or directed to do night work or to vary the period during which work is carried on each day, he shall give the engineer due notice, so that inspection may be provided. Such work shall be done without extra compensation and under regulations to be furnished in writing by the engineer.

18. CONTRACTOR'S FINANCIAL OBLIGATIONS. The contractor shall promptly make payment to all persons supplying labor and materials in the execution of the contract, and a condition to this effect shall be incorporated in the contractor's bond.

19. EXPERIENCE. Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing such material and machinery and constructing such work as they propose to furnish or construct and that they are fully prepared with necessary capital, machinery, and material to begin the work promptly and to conduct it as required by these specifications.

20. SPECIFICATIONS AND DRAWINGS. The contractor shall keep on the work a copy of the specifications and drawings and shall at all times give the engineer access thereto. Any drawings or plans listed in the detail specifications shall be regarded as part thereof and of the contract. Anything mentioned in these specifications and not shown on the drawings or shown on the drawings and not mentioned in these specifications shall be of like effect as though shown or mentioned in both. The engineer will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the contractor's guidance, unless otherwise provided in the proposal, agreement, or detail specifications.

21. LOCAL CONDITIONS. Bidders shall satisfy themselves as to 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 relieve the contractor from any risk or from fulfilling all of the terms of his contract. The accuracy of the interpretation of the facts disclosed by borings or other preliminary investigations is not guaranteed. Each bidder or his representative should visit the site of the work and familiarize himself with local conditions; failure to do so when intelligent preparation of bids depends on a knowledge of local conditions may be considered sufficient cause for rejecting a proposal.

22. DATA TO BE FURNISHED BY THE CONTRACTOR. The contractor shall furnish the engineer reasonable facilities for obtaining such information as he may desire respecting the character of the materials and the progress and manner of the work, including all information necessary to determine its cost, such as the number of men employed, their pay, the time during which they worked on the various classes of construction, etc. The contractor shall also furnish the engineer copies of freight bills on all machinery, materials, and supplies shipped to or from the project in connection with the work under the contract.

23. RESTRICTIONS ON DISPOSITION OF PLANT, ETC. The contractor shall not make any disposition of the plant, machinery, tools, appliances, supplies, materials, or animals used on or in connection with the work, either by sale, conveyance, or incumbrance, inconsistent with the special lien of the City of San Diego expressly created by this contract.

24. DAMAGES. The contractor will be held responsible for and required to make good, at his own expense, all damage to person or property caused by carelessness or neglect on the part of the contractor, or subcontractor, or the agents or employees of either.

25. CHARACTER OF WORKMEN. The contractor shall not allow his agents or employees, his subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the work. None but skilled foremen and workmen shall be employed on work requiring special qualifications, and when required by the engineer the contractor shall discharge any person who commits trespass or is in the opinion of the engineer disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Such discharge shall not be the basis of any claim for compensation or damages against the City of San Diego or any of its officers.

26. STAKING OUT WORK. The work to be done will be staked out for the contractor who shall without cost to the City of San Diego provide such material and give such assistance as may be required by the engineer.

27. METHODS AND APPLIANCES. The methods and appliances adopted by the contractor shall be such as will, in the opinion of the engineer, secure a satisfactory quality of work and will enable the contractor to complete the work in the time agreed upon. If at any time the methods and appliances appear inadequate, the engineer may order the contractor to improve their character or efficiency, and the contractor shall conform to such order; but failure of the engineer to order such improvement of methods or efficiency will not relieve the contractor from his obligation to perform satisfactory work and to finish it in the time agreed upon.

28. CLIMATIC CONDITIONS. The engineer may order the contractor to suspend any work that may be subject to damage by climatic conditions. When delay is caused by an order to suspend work given on account of climatic conditions which, in the opinion of the engineer could have been reasonably foreseen, the contractor will not be entitled to any extension of time on account of such order.

29. QUANTITIES AND UNIT PRICES. The quantities noted in the schedule or proposal are approximations for comparing bids, and no claim shall be made against the City of San Diego for excess or deficiency therein, actual or relative. Payment at the prices agreed upon will be in full for the completed work and will cover materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the contract, unless otherwise specifically provided.

30. REMOVAL AND REBUILDING OF DEFECTIVE WORK. The contractor shall remove and rebuild at his own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If he refuses or neglects to replace such defective work, it may be replaced by the City of San Diego at the expense of the contractor, and the contractor and his sureties shall be liable therefor.

31. PROTECTION OF WORK AND CLEANING UP. The contractor shall be responsible for any material furnished him and for the care of all work until its completion and final acceptance, and he shall at his own expense replace damaged or lost material and repair damaged parts of the work, or the same may be done at his expense by the City of San Diego, and the contractor and his sureties shall be liable therefor. He shall take all risks from floods and casualties and shall make no charge for detention from such

causes. He may, however, be allowed a reasonable extension of time on account of such detention, subject to the conditions hereinbefore specified. The contractor shall remove from the vicinity of the completed work all plant, buildings, rubbish, unused material, concrete forms, etc., belonging to him or used under his direction during construction, and in the event of his failure to do so the same may be removed by the City of San Diego at the expense of the contractor, and the contractor and his sureties shall be liable therefor.

32. ROADS AND FENCES. Roads subject to interference from the work covered by this contract shall be kept open, and the fences subject to interference shall be kept up by the contractor until the work is finished.

33. BENCH MARKS AND SURVEY STAKES. Bench marks and survey stakes shall be preserved by the contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the engineer at the contractor's expense, and the contractor and his sureties shall be liable therefor.

34. RIGHT OF WAY. The site for the installation of machinery or the right of way for the works to be constructed under this contract and for necessary borrow pits, channels, spoil banks, ditches, roads, etc., will be provided by the City of San Diego.

35. SANITATION. The engineer may establish sanitary and police rules and regulations for all forces employed under this contract, and if the contractor fails to enforce these rules the engineer may enforce them at the expense of the contractor.

36. INTOXICANTS. The use or sale of intoxicating liquor is absolute<sup>ly</sup>/prohibited on the work, except for medicinal purposes, and every such use or sale shall be under the direction and supervision of the engineer.

37. SUBCONTRACTORS. The contractor shall furnish the City of San Diego the name and address of each subcontractor contracting directly with him, together with statement showing the character and location of work, time limit, if any, and amount of money involved in each sub-contract. Each subcontract shall contain a reference to the agreement between the City of San Diego and the principal contractor, and the forms of that agreement and all parts thereof shall be made part of such subcontract in so far as applicable to the work covered thereby. Each subcontract shall provide for its annulment at the order of the engineer if in his opinion the subcontractor fails to comply with the requirements of the principal contract in so far as the same may be applicable to his work.

38. INFRINGEMENT OF PATENTS. The contractor shall hold and save the City of San Diego, its officers, agents, servants, and employees harmless from and against all and every demand, or demands, of any nature or kind, for or on account of the use of any patented invention, article, or appliance included in the material or supplies hereby agreed to be furnished under this contract, and should the contractor, his agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, article, material, or appliance supplied or required to be supplied or used under this contract, the contractor shall promptly substitute other articles, materials or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the engineer. Or, in the event that the engineer elects, in lieu of such substitution, to have supplied, and to retain and use, any such invention, article, material, or appliance, as may by this contract be required to be supplied, in that event the contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City of San Diego, its officers, agents, servants, and employees, or any of them, to use such invention, article, material, or appliance without being disturbed or in any way interfered with by any pro-

ceeding in law or equity on account thereof. Should the contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the engineer shall have the right to make such substitution, or the City of San Diego may pay such royalties and secure such licenses, and charge the cost thereof against any money due the contractor from the City of San Diego, or recover the amount thereof from him and his surety, notwithstanding final payment under this contract may have been made. The provisions of this paragraph do not apply to articles which the contractor is required to manufacture or furnish in accordance with detail drawings furnished by the City of San Diego included in this contract. They shall apply, however, where such drawings and the specifications cover only the type of device without restriction as to details.

#### DETAIL SPECIFICATIONS.

##### Special Conditions.

39. REQUIREMENT. It is required that there be constructed and completed in accordance with the drawings hereinbelow listed, and these specifications, the Lower Otay Dam, Independent Spillway, and Outlet Tower and connections, and appurtenances thereto. The work located about ten miles easterly from the Otay industrial track of the San Diego & Arizona Railway, or of the San Diego & Southeastern Railway.

#### 40. LIST OF DRAWINGS.

1. Geography.
2. Features.
3. Plan of Dam.
4. Sections.
5. Elevations.
6. Independent Spillway.
7. Outlet Tower.

41. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK. Work shall be commenced by the contractor within three days after the execution of the contract on behalf of the City of San Diego and shall be completed on or before December 31, 1918. The Outlet Tower and connections and accessories shall be completed before construction on the dam has reached an elevation twenty feet below the invert of the Outlet Tunnel. The Independent Spillway shall be completed before construction on the Dam has reached an elevation twenty feet below the fixed lip of the Independent Spillway. If the City of San Diego occupies more than fifteen days time after the opening of bids in awarding and executing contract, exclusive of the time occupied in transmitting contract and bonds to and from the contractor and in the execution of such papers by him, the contractor will be entitled to an extension of time for a period equivalent to the excess time so used by the City of San Diego. The contractor shall, at all times during the continuance of the contract, prosecute the work with such force and equipment as, in the judgment of the engineer, are sufficient to complete it with<sup>in</sup> the specified time.

42. FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON. Should the contractor fail to complete the work or any part thereof in the time agreed upon in the contract, or within such extra time as may have been allowed for delays by extensions granted as provided in the contract, a deduction of one hundred dollars per day for each schedule will be made for each and every day, including Sundays and holidays, that such schedule remains uncompleted after the date required for completion. The said amounts are hereby agreed upon as liquidated damages for the loss to the City of San Diego on account of the expense due to the employment of engineers, inspectors, and other employees after the

expiration of the time for completion and on account of the value of the operation of the domestic works dependent thereon, and will be deducted from any money due the contractor under his contract, and the contractor and his sureties shall be liable for any excess.

43. PROGRESS, ESTIMATES AND PAYMENTS. At the end of each calendar month the engineer will make an estimate of the amount earned to that date, under the terms of the contract, classified and computed on the basis of the items and unit prices named in the contract. To the estimate made as above set forth will be added the amounts earned for extra work to the date of the progress estimate. From the total thus computed a deduction of ten per cent will be made, and from the remainder a further deduction will be made of all amounts due to the City of San Diego from the contractor for supplies or materials furnished or services rendered and any other amounts that may be due to the City of San Diego as damages for delays or otherwise under the terms of the contract. From the balance thus determined will be deducted the amount of all previous payments and the remainder will be paid to the contractor upon the approval of the accounts. One-half of the ten per cent deducted as above set forth will become due and payable upon the completion of the work to the satisfaction of the engineer and its acceptance by the City of San Diego. The remaining one-half of said ten per cent shall not be paid until release shall have been executed and filed as hereinafter provided. In case of the suspension of the contract, the said ten per cent shall be and become the sole and absolute property of the City of San Diego to the extent necessary to repay to the City of San Diego any excess in the cost of the work above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the engineer and when a release of all claims against the City of San Diego under, or by virtue of, the contract shall have been executed by the contractor, final payment will be made of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due to the contractor.

44. MATERIALS FURNISHED BY THE CITY OF SAN DIEGO. All cement, reinforcing steel, structural steel, gates, gate frames, lifting devices, lumber for permanent wooden structures, cast iron pipe, vitrified pipe, porous tile, materials for contraction joints, and miscellaneous iron work required for the completion of the work in accordance with these specifications, will be furnished to the contractor by the City of San Diego, and will be delivered to him f. o. b. cars, or on the ground at the railway station most convenient to the work. The contractor shall haul all materials from the points of delivery to the work. He shall provide suitable warehouses for storing materials and will be charged for any material lost or damaged after delivery to him. He shall return to the City of San Diego all unused material and will be charged for any material not used and not returned the same amounts that the material the City of San Diego at the point of delivery to him. When material is furnished to the contractor on cars he shall be responsible for the prompt unloading of such material and will be held liable for any demurrage charges which may be incurred by his failure to unload the material promptly. The contractor shall report to the engineer in writing, within twenty-four hours after unloading, any shortage or damage to materials when delivered to him. The cost of unloading, handling, hauling, storing and caring for materials furnished by the City of San Diego shall be included in the unit prices bid for the work in which the materials are to be used.

#### EXCAVATION.

UNDER THIS HEAD ARE INCLUDED ALL EXCAVATIONS INVOLVED AND INCLUDED IN THE CONSTRUCTION OF THE LOWER OTAY DAM, INDEPENDENT SPILLWAY AND OUTLET TOWER AND CONNECTIONS, AND ALL APPURTENANCES THERETO.

45. EXCAVATION FOR STRUCTURES. The price bid for excavation shall include the cost of all power and appliances, of all labor, and of all material for cofferdams and other temporary structures and of all pumping, bailing, draining, and all other work necessary to carry the flow of water in the river past the dam site and the quarry site and to maintain the excavation in good order during construction and protect the materials of construction involved and the work under construction until its completion. Unless otherwise shown on the drawings, or prescribed by the engineer, excavation for structures will be measured for payment to neat lines shown on the drawings for the structures, except as provided under classes 1 and 3 herein below.

Classification.

46. CLASS 1. All material except rock in place, boulders containing over two cubic feet, and old masonry, whether concrete or rubble, lying between elevation 367 feet and the base of the foundation for the dam when ready for placing masonry, exclusive of cut off trench. Excavation will be required out to side slopes of  $1\frac{1}{2}$  to 1 up stream and down stream from the neat lines of the base of the dam, exclusive of the cut off trench, and no payment will be made for material of this class coming from outside of these lines.

CLASS 2. All rock in place, boulders containing over two cubic feet, and old masonry below elevation 367.

CLASS 3. All material except rock in place, boulders containing over two cubic feet, and old masonry above elevation 367. Excavation will be required out to side slopes of  $1\frac{1}{2}$  to 1 from the neat lines of the dam.

CLASS 4. All rock in place, boulders containing over two cubic feet, and old masonry above elevation 367.

All steel plate forming a part of the core wall of the former dam shall, when required by the engineer, be unriveted and deposited in the vicinity of the work above the reservoir flow line where directed by the engineer. Payment for unriveting and depositing steel plate will be made as provided for in paragraph 14.

If there be required the excavation of any material which, in the opinion of the engineer, cannot properly be included in any of the above classes, the engineer will determine the actual necessary cost of excavating and disposing of such material and payment therefor as extra work will be made under the provisions of paragraph 14 of these specifications. It is desired that the contractor or his representative be present during the measurement of material excavated. On written request of the contractor, made by him within ten days after the receipt of any monthly estimate, a statement of the quantities and classification between successive stations included in said estimates will be furnished him within ten days after the receipt of such request. This statement will be considered as satisfactory to the contractor unless he files with the engineer, in writing, specific objections thereto, with reasons therefor, within ten days after receipt of said statement by the contractor or his representative on the work. Failure to file such written objections with reasons therefor within said ten days shall be considered a waiver of all claims based on alleged erroneous estimates of quantities or incorrect classification of materials for the work covered by such statement.

47. UTILIZATION AND WASTING OF EXCAVATED MATERIAL. The contractor may, at his option, utilize in constructing the concrete and concrete cyclopean masonry, sand and mass rock occurring in the material excavated from the foundation for the dam which, in the judgment of the engineer, is suitable for such use. All material excavated for foundations and not utilized in construction shall be wasted by the contractor in the vicinity of the work where directed by the engineer.

All material excavated for foundations for the lip and for the channel of the independent spillway shall be backfilled where required or be wasted at either end of the spillway, but practically all at the outlet end of the channel, in such relative quantities and below such elevation as directed by the engineer. Material excavated from foundation for the outlet tower and connections shall be backfilled where required or wasted in the vicinity where directed by the engineer. No extra payment will be made for backfill or hauling and dumping excavated material in the vicinity where directed by the engineer. All material wasted shall be left with uniform and slightly surfaces. If any subsequent moving or hand placing is required by the engineer of excavated material such moving and placing will be paid for as extra work as provided in paragraph 14.

48. FOUNDATION. Excavation for foundation for the dam and independent spillway shall be to a sufficient depth to secure a foundation on solid rock free from open seams and other objectionable defects. To preserve the rock outside of the lines shown on the drawings, or prescribed by the engineer, in the soundest practicable condition unusual precautions will be required in excavating for foundation for structures.

49. BLASTING. Any blasting which, in the opinion of the engineer, will probably injure the work will not be permitted and any damage done to the work by blasting shall be repaired by the contractor at his expense. Whenever, in the opinion of the engineer, blasting is liable to injure the foundation rock, the required excavation shall be accomplished by drilling, plug and feathers, wedging and gadding, or other approved methods.

50. CUT OFF TRENCH. A cut off trench will be required to be excavated near the heel of the dam and practically throughout its length, located and of the dimensions as shown on the drawings or as prescribed by the engineer. The location and dimensions of the trench will be influenced by the nature of the rock encountered in the foundations for the dam.

51. BACKFILL. The contractor shall backfill around structures wherever required within the limits prescribed by the engineer, with material conveniently located to the work and selected by the engineer. So far as practicable, the material moved in excavating for structures shall be used for backfill, but when sufficient suitable material is not available from this source additional material shall be obtained from borrow pits selected by the engineer. Material used for backfill, if obtained from borrow pits, will be measured in backfill and payment therefor will be made at the price per cubic yard bid for backfill in the schedule, which shall include the cost of all work connected therewith, including the excavation, hauling, and placing of the borrowed material. No additional payment will be made for backfill if made from material for which excavation prices are paid, except or provided for in paragraph 47.

#### CONSTRUCTION.

UNDER THIS HEAD ARE INCLUDED ALL MATERIALS OF CONSTRUCTION, AND THE CONSTRUCTION AND COMPLETION FOR SERVICE OF THE LOWER OTAY DAM, INDEPENDENT SPILLWAY, OUTLET TOWER AND CONNECTIONS, AND ALL APPURTENANCES THERETO.

52. ERECTION OF STRUCTURES. The order of erection of the several structures covered by these specifications will be subject to the approval of the engineer. All concrete and concrete cyclopean masonry structures shall be carefully finished to the lines and dimensions shown on the drawings or as prescribed by the engineer. The dimensions of each structure shown on the drawings will be subject to such changes as may be found necessary to adapt such structures to the conditions disclosed by the excavation therefor. The contractor shall properly place and attach to each structure all appurtenances that are necessary for its completion for service.

53. CONCRETE COMPOSITION. Concrete shall be composed of cement, sand and broken rock or clean gravel graduated as to sizes as hereinafter provided, well mixed and brought to a proper consistency by the addition of water. Ordinarily about one part by volume measured loose of cement shall be used with about two and one-half parts of sand and about five parts of broken rock or gravel for concrete for the upstream and down-stream face portions of the dam and of such thickness as the engineer may direct; and about one part by volume measured loose of cement shall be used with about three and one-half parts of sand and about seven parts of broken rock or gravel for concrete cyclopean masonry for the interior portions of the dam. These proportions may be modified for concrete in the dam and other structures by the engineer as the character of the requirements and the nature of the materials used may render it desirable and the contractor shall not be entitled to any extra compensation by reason of such modifications.

54. CEMENT. Cement for concrete will be furnished to the contractor by the City of San Diego as provided for in paragraph 44 of these specifications. The contractor shall give the engineer not less than thirty days notice in writing of his cement requirements which shall be stated so far as practicable in quantities not less than car lots. The contractor shall return to the railway station all empty sacks securely bound in bundles in such manner and of such size as the engineer may direct. For all sacks not returned in serviceable condition he will be charged the same amount that the sacks cost the City of San Diego. The contractor shall furnish and maintain at the work suitable warehouses for storing at least 15,000 barrels of cement and shall have this amount hauled and in such warehouses by December 1 of each year after which there is probable future requirements within the following four months for such quantity of cement and will be held responsible for any loss or damage to cement after it is delivered at the railway station. Payment for hauling, storing, and caring for cement and returning empty sacks will be included in the price bid for concrete.

55. REINFORCING STEEL. Steel railway rails and steel bars and steel wire reinforcement shall be placed in the concrete wherever shown in the drawings or prescribed by the engineer. The reinforcement material will be furnished to the contractor by the City of San Diego as provided in paragraph 44 of these specifications. The exact position and shape of reinforcement of rails, bars, and wire are not shown in all cases in the drawings accompanying these specifications but the contractor will be furnished supplementary detail drawings and lists which will give him the information necessary for cutting, bending, and spacing of bars and wire. The steel used for concrete reinforcement shall be so secured that it will not be displaced during the depositing of the concrete, and special care shall be exercised to prevent any disturbance of the steel in concrete that has already been placed. The cost of hauling, storing, cutting, bending, placing, and securing in position of reinforcements, rails, bars, and wire shall be included in the prices bid for placing reinforcement steel.

56. SAND. Sand used for concrete shall produce a 1:3 mortar having a strength not less than 70% of the strength of a 1:3 mortar made with standard Ottawa sand. Sand satisfactory for concrete may be obtained from natural deposits in the bed of the river in the vicinity of the dam site. The contractor will be held responsible for maintaining the present availability for the work of all of the sand within the prescribed limits of the river bed to the full extent of the deposit from any interference by reason of excavation for foundation, construction, and quarrying, or other operations. The contractor, whenever requested by the engineer, shall remove sand from the reservoir basin to the extent available and required for the uncompleted portion of the construction work, and stock pile it above the reach of the water possible to impound in the reservoir as the

work advances. Provided it becomes necessary to go further than 2000 linear feet up-stream or down-stream from the dam site for sand from natural deposits, the contractor will be paid at the rate of twenty cents per cubic yard per mile of overhaul along the nearest practicable route in excess of 2000 linear feet from the dam site. All sand obtained from the bed of the river and used for concrete shall be washed to free it from loam and organic and other deleterious matter and shall contain not more than five per cent of clayey and other non-objectionable and non-organic material. The sand washing machinery, its operation, and the resulting sand shall be satisfactory to the engineer. The sand particles shall be hard, dense, strong, durable rock fragments and shall be screened and pass a one-quarter inch ring. The screen shall be equal in efficiency to a machine having for its essential part a revolving, circular, metal cylinder, suitably perforated, and with its axis inclined to the horizontal at an angle closely approaching seven degrees. Sand shall be so graded in size that in no case, by laboratory test, will more than about six per cent thereof pass a #100 screen. Any excess of fine particles shall be wasted by the contractor as directed by the engineer. The cost of excavating, washing, screening, transporting, and storing sand shall be included in the price bid for concrete.

57. CRUSHING ROCK FOR SAND. Whenever required by the engineer, the contractor shall install suitable machinery and manufacture sand by crushing and screening approved portions of rock to be obtained by the contractor from the quarry. The manufactured sand shall be screened and any portion failing to pass a one-quarter inch ring shall not be used for sand. The screen shall be equal in efficiency to a machine having for its essential part a revolving circular metal cylinder, suitably perforated, and with its axis inclined to the horizontal at an angle closely approaching seven degrees. The machinery used for crushing rock for sand, its operation, and the resulting sand shall be satisfactory to the engineer. The gradation of the sand shall be the most uniform practicable to produce with crushing machinery, and shall closely approach, by laboratory test, the following sizes and per cents:

Passing #4 screen and retained on #20 screen,	60%
" #20 " " " " #40 " "	15%
" #40 " " " " #100 " "	50%
" #100 " ---"-----"-----"-----	10%

Any excess of fine particles shall be wasted by the contractor as directed by the engineer. Payment for crushing rock for sand shall cover the extra cost to the contractor for quarrying and crushing the rock into sand which will be in addition to the price bid for concrete. It is not expected that any material quantity of rock will be required to be crushed for sand but this provision therefor is made out of abundant caution.

58. BROKEN ROCK OR GRAVEL. Rock satisfactory for crushing for concrete may be found in place along the right side of the canyon down-stream from the former quarry and within not to exceed 800 linear feet from the dam site. Any rock occurring in the quarry which, in the opinion of the engineer, is unsatisfactory for the construction work will be rejected and shall be wasted by the contractor. Broken rock or gravel for concrete must be hard, dense, strong, durable rock fragments or pebbles. Rock to be broken and used for concrete shall, before being run through the crusher, be clean and free from all loamy and other deleterious matter. The rock shall either be hand picked from the quarry or just before entering the crusher shall be run over a suitable grizzly screen installed to operate at the flattest slope practicable and not steeper than an angle of sixty degrees with the horizontal, and having long open spaces about one inch wide between

bars to separate out all objectionable matter, which shall be wasted by the contractor. No crushing of rock shall be done when the wet condition of the rock is such as to prevent its being thoroughly cleaned immediately in advance. All crushed rock to be used for making concrete shall contain the entire run of the crusher and shall all be screened and separated into four sizes and stocked in separate bins. The screens shall be equal in efficiency to a machine having for its essential parts revolving circular metal cylinders, suitably perforated, and with their axes inclined to the horizontal at an angle closely approaching seven degrees. The sizes shall be as follows:

1. Rock passing a two and one-half inch ring and retained on a one and one-half inch ring.
2. Rock passing a one and one-half inch ring and retained on a three-quarters inch ring.
3. Rock passing a three-quarters inch ring and retained on a one-quarter inch ring.
4. Rock passing a one-quarter inch ring.

All of the foregoing sized rock shall be so graded in size that in no case, by laboratory test, will more than 10 per cent pass the smaller opening mentioned. The engineer will, from time to time, determine the exact proportion of each of the various sizes for assembly in a batch to be mixed into concrete, the object being to secure the densest practicable mixture. In case there is a shortage in any one size it shall be promptly supplied by the contractor and he shall not be entitled to payment for surplus of any graded size of the material. The cost of quarrying, transporting, crushing, screening, and storing broken rock or gravel shall be included in the price bid for concrete.

59. QUARRYING. No rock may be obtained by blasting from the former quarry except from the down-stream point and down-stream therefrom. Any blasting which, in the opinion of the engineer, may injure the work will not be permitted in quarrying. Before blasting, all overburden not suitable for crushing or for mass rock shall be removed by the contractor from the rock in the quarry site to be loosened by blasting.

60. MASS ROCK. Rock satisfactory for imbedding for concrete cyclopean masonry may be found in place along the right side of the canyon down-stream from the former quarry and within not to exceed 800 linear feet from the dam site. Any rock occurring in the quarry which, in the opinion of the engineer, is unsatisfactory for the masonry work, will be rejected and shall be wasted by the contractor as directed by the engineer. Mass rock must be hard, dense, strong, durable, free from seams and cracks, or irregular shapes, without long, thin projections and of various sizes up to the largest which can be economically quarried and transported and placed, with the greatest number practicable approaching ten tons in weight. Before being brought onto the dam each individual rock shall be thoroughly cleaned by washing with jets of water under ample pressure and with such metal tools and appliances as necessary to remove objectionable material and objectionable portions of any stones. The entire surface of all mass rock shall be wet at the time it is placed in the concrete. Individual mass rock shall not be imbedded until inspected and approved by the engineer. The cost of quarrying, transporting, preparing, and imbedding mass rock shall be included in the price bid for concrete cyclopean masonry.

61. WATER. The water used in mixing concrete must be reasonably clean and free from objectionable quantities of organic matter, alkali salts, and other impurities. Suitable means shall be provided and employed for controlling and measuring accurately the water in each batch of concrete mixture.

62. MIXING. The cement, sand, and broken rock or gravel shall be so mixed and the quantities of water added shall be such as to produce a homogeneous mass of uniform consistency. Dirt and other foreign substances shall be carefully excluded. Concrete shall be mixed by an approved machine of the "batch" type, which admits of the accurate measuring of the materials. The use of a "continuous" mixer will not be permitted. All the materials to be mixed shall be separately measured in type and size and in boxes of proper size to secure the desired proportions, or by some method which will secure exact results. Measuring devices which depend for the operation upon the flow of materials from hoppers or other approximate methods will not be allowed. The entire batch after being assembled together in the mixer shall remain in the mixer and be mixed for not less than sixty seconds and longer if necessary to secure a satisfactory mix. The machine and its operation shall be subject to the approval of the engineer. In general, enough water shall be used in mixing to give the concrete the consistency ordinarily designated as "wet". Concrete containing a minimum amount of water, ordinarily designated as "dry" concrete, will be permitted only where the nature of the work renders the use of the "wet" concrete impracticable. Care shall be taken that a uniform mixture of the concrete is at all times maintained in the handling of the concrete. The contractor shall have a responsible foreman continuously in charge of each mixing gang, who shall see that all instructions issued by the engineer as to the manner of mixing, handling, and placing concrete, are carried out.

63. PLACING. Concrete shall be placed in the work before the cement takes its initial set. The cement used in any concrete that is wasted or rejected will be charged to the contractor at its cost to the City of San Diego at the point of delivery to him. No concrete shall be placed in water except by permission of the engineer and the method of its depositing shall be subject to his approval. Foundation surfaces upon which concrete is to be placed must be scrupulously clean. When the placing of concrete is to be interrupted long enough for the concrete to take its final set, the working face shall be given a shape, by the use of forms or other means, at the option of the engineer, that will insure proper union with subsequent work. All concrete surfaces upon which, or against which concrete is to be placed, and to which the new concrete is to adhere shall be roughened, thoroughly cleaned, and wet before the concrete is deposited. "Dry" concrete shall be deposited in layers not exceeding six inches in thickness, each of which shall be rammed until water appears on the surface. "Wet" concrete shall be stirred with suitable tamping bars, shovels, or forked tools until it completely fills the forms, closes snugly against all surfaces and is in perfect and complete contact with any steel used for reinforcement. Where smooth surfaces are required a suitable tool shall be worked up and down next to the form until the coarser material is forced back and a mortar layer is brought next to the form. Both placing and tamping shall be done with a special view to obtaining the densest concrete and smoothest surfaces practicable. No concrete shall be placed except in the presence of a duly authorized inspector.

64. FINISHING. The surface of concrete finished against forms must be smooth, free from projections and thoroughly filled with mortar. Immediately upon the removal of forms all voids shall neatly filled with cement mortar, irregularities in exposed surfaces shall be removed, and minor imperfections of finish shall be smoothed to the satisfaction of the engineer, after which a coat of thin grout shall be applied with brushes. Exposed surfaces of concrete not finished against forms, such as horizontal or sloping surfaces, shall be brought to a uniform surface and worked with suitable tools

to a smooth mortar finish. All sharp angles shall, where required, be rounded or beveled by the use of moulding strips or finishing tools.

65. PROTECTION. The contractor shall protect all concrete against injury. Exposed surfaces of new concrete shall be protected from the direct rays of the sun and shall be kept damp for at least two weeks after the concrete has been placed. All damage to concrete shall be repaired by the contractor at his expense and in a manner satisfactory to the engineer.

66. FORMS. Forms to confine the concrete and shape it to the required lines shall be used wherever necessary. Where the character of the material cut into to receive a concrete structure is such that it can be trimmed to the prescribed lines, the use of forms will not be required. The forms shall be of sufficient strength and rigidity to hold the concrete and to withstand the necessary pressure and ramming without deflection from the prescribed lines.

For concrete surfaces that will be exposed to view and for all other concrete surfaces that are to be finished smooth, the lagging of forms must be surfaced, and sized or matched; provided that smooth metal forms may be used if desired. All forms shall be removed by the contractor, but not until the engineer gives permission. Forms may be used repeatedly provided they are maintained in serviceable condition and thoroughly cleaned before being re-used. The cost of all forms shall be included in the price bid for concrete.

67. SUPPORTS FOR FORMS. Small rods to hold the forms in place will be allowed in the structure, provided proper means be used to take out a portion of each of the rods nearest the surface at least three inches in length. All holes left after the removal of such rods shall be filled immediately and completely with cement mortar and the surface left smooth and in good condition.

68. CONCRETE CYCLOPEAN MASONRY. Concrete cyclopean masonry shall be used for the inside portion of the body of the dam and may be required to be used in constructing the inside portion of the lip of the independent spillway. Wet concrete in sufficient quantities shall be deposited in the low places in the work and mass rock shall be lowered into it immediately as close together as practicable, but not closer than six inches. The stones after being placed in the concrete shall be joggled with bars so as to settle them well into the mass. Concrete in sufficient quantities shall immediately be worked with suitable tools to force the filling with concrete of all spaces around the large stones. Care shall be taken in placing large stones to secure as good bonding, both horizontal and vertical as practicable. Small stones shall be imbedded in the concrete between the large stones. The greatest number practicable of relatively large sized stones shall be imbedded in the concrete and shall amount to about 25% of the total volume of the mass. Surfaces in concrete cyclopean masonry against which additional masonry is to be bonded must be left as rough as practicable by means of large mass rocks partially imbedded in the concrete; projecting portions of mass rock shall be cleaned and wet again immediately before placing concrete is resumed.

69. MEASUREMENT. Concrete and concrete cyclopean masonry will be measured for payment to the neat lines shown in the drawings or prescribed by the engineer. No payments will be made for concrete outside of the prescribed lines and in case cavities resulting from careless excavation are required to be filled with concrete, the cement used for such filling will be charged to the contractor at its cost to the City of San Diego at the point of delivery to him.

70. BASIS OF PAYMENT. Concrete and concrete cyclopean masonry will be paid for at the price bid therefor for each class of concrete and concrete cyclopean masonry

to be paid for under these specifications shall be the actual quantity in cubic yards deposited in place within designated limits in accordance with the drawings as prescribed by the engineer.

71. PAYMENT FOR CONCRETE AND CONCRETE CYCLOPEAN MASONRY. The unit price bid for concrete and for concrete cyclopean masonry shall include the cost of all power and machinery and labor and materials involved in quarrying, excavating, hauling, crushing, and screening rock, and mixing and placing concrete, and imbedding mass rock, all cofferdams, flumes, pumping, bailing, or otherwise caring for water, preparing foundations, providing and removing landing platforms, centers, forms, moulds, finishing and protecting surfaces, and shall cover the cost of all other labor and materials entering into the construction of concrete cyclopean masonry, except cement, steel reinforcement, and metal for contraction joints which will be furnished as provided for in paragraph 44. Sand overhaul and crushing rock for sand, if required, will be paid for as separate items.

72. DIVERSION OF RIVER. The contractor shall amplify the present diversion dam and flume as required and assume all responsibility for their operation and maintenance and the diversion and carrying of all water in the river from whatever source safely past the dam and quarry site and sand deposits during the progress of the work. The cost of all diverting and fluming of water shall be included in the price bid for excavation.

73. RIVER AND RESERVOIR CONTROL. The City of San Diego reserves and will exercise the right, as its interests, in the opinion of the engineer, may require, to impound water in the Lower Otay Reservoir basin as the construction of the dam advances and to the fullest extent practicable. The construction work shall be carried forward at all times in the manner best calculated, in the opinion of the engineer, to facilitate the storage of the maximum quantity of water practicable.

A culvert shall be left temporarily through the curtain wall and through the body of the dam as the masonry is carried up for the purpose of controlling the flood water of the river after the removal of the flume becomes necessary. The location, size, and detail design of the culvert will be furnished to the contractor as the requirement develops. Whenever required to do so the contractor shall fill the culvert with concrete and grout applied under pressure as directed by the engineer. In estimating the masonry in the dam for the purposes of payment the volume occupied by the culvert will be included but no other compensation will be allowed to the contractor for construction, maintaining, operating, and closing the culvert. A permanent outlet pipe of about two feet in diameter, either of cast iron or steel, may be required to be build in the dam as the masonry is carried up, and will be furnished as provided in paragraph 44. In estimating the masonry in the dam for the purpose of payment, the volume occupied by the pipe will not be included.

74. FOUNDATION PIT WATER CONTROL. The elevation of the water in the foundation pit for the base of the dam shall be kept at all times under control by the contractor so that no water will be in contact with the concrete until it is at least 48 hours old and no pressure shall be allowed against it until it is at least seven days old.

75. PREPARATION OF FOUNDATION. The surfaces of the rock foundation shall be left sufficiently rough to bond adequately with the masonry. The surfaces of abutting foundation shall be left relatively normal to the adjacent ends of the dam. The foundations, before placing masonry, shall be thoroughly cleaned of all earth, gravel, loose fragments, and disintegrated and fissured rock and other objectionable substances and shall be thoroughly washed with water under adequate pressure and scraped with metal tools to insure complete cleaning. Springs of water, if encountered, shall be piped and

carried outside the masonry, or grouted, or both, as directed by the engineer. Before placing concrete on or against the foundation, all water shall be removed from all depressions. Seams or cavities occurring in the foundation on or against which masonry is to be placed shall be thoroughly cleaned out and filled with concrete or mortar well rammed into place, as directed by the engineer. Wherever strata of earth or other undesirable material, which is liable to decompose, are encountered, it shall be mined out, or drifts generally parallel to the axis of the dam shall be driven along such strata to the extent directed by the engineer. The spaces occupied by the strata and the drifts shall be thoroughly cleaned and filled with concrete or mortar well rammed into place as directed by the engineer. Wherever required by the engineer grout under pressure shall be pumped into seams and cavities. One or more rows of holes for grouting shall be drilled along the base of the cut-off trench to a depth of about twenty-five feet. These holes, and all other holes, drilled into the foundation and any cavities encountered thereby shall be thoroughly grouted under pressure, as directed by the engineer. The cost to the contractor of mining out or drifting undesirable material will be paid for under paragraph 14.

76. DRILLING FOUNDATION ROCK, CONCRETE, OR MASONRY. Where shown on the drawings or where directed by the engineer, the contractor shall drill holes in the rock or concrete or masonry for grouting, for inspection, for drainage, or for other purposes at the places and to the depths designated by the engineer, using either a core recovering drill or a concussion drill, as directed, in each case, by the engineer. Holes where a core recovering drill is used shall not be less than two inches in diameter unless directed by the engineer. Holes should not be more than one-half inch larger and shall be drilled by means of diamond, shot, or other rotating type of drill capable of boring a smooth hole without destroying the adjacent rock. The City of San Diego has in stock a used Ingersoll-Rand, C-31 Calyx core drill, #2324 with equipment and appurtenances, more or less complete, which may be leased by the contractor on conditions similar to the terms set forth in paragraph 99. Holes where a concussion drill is used may be required to be five inches in diameter, a little more or less.

Payment will be made for the actual number of linear feet of hole drilled with core recovering drills and concussion drills respectively as prescribed by the engineer. The unit price bid per linear foot for drilling holes with either core recovering drills or concussion drills shall include and cover all expenses necessary for drilling the holes as required.

The City of San Diego reserves the right to exercise the option of drilling any or all of the holes required for grouting, inspection, drainage, or other purposes at the places and to the depths designated by the engineer, with City forces.

It is not expected that any considerable number of holes will be required to be drilled for grouting, inspection, drainage, or other purposes and that only a limited number will be required to be drilled but this provision is made therefor out of abundant caution.

77. GROUTING FOUNDATION OR CONCRETE. The contractor shall place pipes for grouting or drainage operations, and shall force cement grout into such pipes or into holes drilled or into seams or wherever required to the extent required to test the foundation or to close any seams in the rock or concrete or fill any voids that may be found to exist. The City of San Diego reserves the right to exercise the option of doing any or all grouting of pipes or holes or into seams, or wherever required, as directed by the engineer, with City forces.

78. PIPES. The contractor shall set in the holes drilled and at such other

places as may be directed by the engineer pipes for grouting or for tests. All cutting, threading, cold bending, or fitting necessary to place the pipe complete shall be provided by the contractor. Water tight joints shall be made between the pipes and the sides of the holes drilled in the rock or concrete by an approved filler, and by an acceptable method. Pipes and couplings will be furnished by the City of San Diego as provided for under paragraph 44. Payment for hauling, storing, fitting, and placing pipes for grouting will be paid for as a separate item.

79. GROUT. The contractor shall force grout composed of cement and water or of cement, sand, and water, in proportions to be prescribed by the engineer, into seams in any ledge rock, or any place, as directed by the engineer, including any pipes. Sand for grout shall be clean and shall be of such fineness that 100% will pass a #60 sieve, and 50% will pass a #120 sieve.

80. MIXING AND PLACING GROUT. The apparatus for mixing and placing grout shall be of an acceptable type, equal in efficiency to a machine having for its essential part an air-tight chamber in which the grout is effectively stirred, and from which it is forced into the work by air under any required pressure up to 80 pounds per square inch. Grouting shall be so conducted that the engineer will be satisfied that the desired filling has taken place. Holes shall be made, if ordered, to test the efficacy of the filling. If it be discovered that any voids have not been thoroughly filled by the first application of grout, the process shall be repeated until satisfactory results are obtained.

81. PAYMENT. The quantity of grout to be paid for shall be the actual number of cubic yards used in accordance with directions, measured in its liquid state before being forced into the work. The contractor shall provide suitable means for convenient measuring. The unit price stipulated for this item shall include all labor and material necessary for doing the grouting as directed, except that cement and pipe will be furnished as provided for in paragraph 44.

82. CURTAIN WALL. The up-stream portion of the base of the dam as shown on the drawings shall be constructed in advance of all other portions of the dam and shall be completed at the very earliest practicable date and before January 1, 1918, if at all practicable. The down-stream face of the curtain wall shall be constructed with indentations of such dimensions and number as directed by the engineer.

83. INSPECTION AND DRAINAGE GALLERIES. Where shown on the drawings, or where directed by the engineer, inspection and drainage galleries and wells and holes shall be left in the masonry. In estimating the masonry in the structure for payment the volume of the space in the galleries, wells, and holes will not be included.

84. LAYING DRAIN TILE AND PIPE. Where shown on the drawings or where directed by the engineer, drain tile and pipe shall be laid under or within structures. The tiles and pipe shall be laid with open joints, in trenches, which, if in rock, shall have the least practicable dimensions. All space in the trenches not occupied by the pipe shall be filled with gravel or crushed rock. Previous to placing the concrete in structures the trenches shall be covered with building paper in such a way as to prevent the infiltration of mortar into the gravel filling. Gravel or crushed rock used for filling the trenches shall be of such sizes as will pass through a one and one-half inch ring and will be retained on a one-fourth inch ring. Outlet drains shall be constructed where shown in the drawings or where directed by the engineer. The excavation of the trenches for these outlet drains will be paid for as extra work under the provisions of paragraph 14. The cost of all work as described in this paragraph, except excavation for trenches for drain pipe, shall be included in the unit prices per linear foot bid in the schedule

for laying tile and drain pipe. Drain tile and pipe will be furnished as provided for in paragraph 44.

85. JOINING NEW TO OLD MASONRY. The surface of concrete and of masonry shall be kept free from deleterious matter and shall be thoroughly cleaned by the use of jets of water under relatively high pressure and metal brushes or other approved methods before laying new masonry of any class thereon.

86. RACKING. The top of the masonry under construction shall be kept at all times about level between contraction joints or such other limits as required. The downstream side shall be maintained higher than the up-stream side. Pinnales for derricks and for landing platforms and similar purposes may be built of structural iron and left in the masonry or of individual, first class concrete piers which shall become a part of the structure.

Where racking is permitted the slope shall not be steeper than one to one and the face shall be as irregular as practicable. Small spaul dams shall be built to prevent the concrete from running down the face of the rack.

The necessary trowel work on small spaul dams is the only trowel work which will be required or expected in connection with the cyclopean part of the masonry. The trowel work shall be done with mortar of such consistency as to give a tight joint.

87. BUILDING METAL IN CONCRETE AND MASONRY. There shall be built into or set in or attached to the concrete and to the masonry where directed by the engineer the sluice gates, valves, pipes, stop grooves, frames and manhole covers, bolts, metal strips, bronze supports or other metal objects shown on the drawings, or else recesses, holes, or projections necessary therefor shall be left or made in the masonry. All necessary precaution shall be taken to prevent this metal work from being displaced, broken, or deformed. Rich concrete or mortar shall be packed tightly around pipes and other metal work so as to prevent leakage and secure perfect adhesion. All metal required to be built into the concrete and masonry will be furnished as provided in paragraph 44. Payment for hauling, storing, and placing will be paid for as a separate item.

88. SPOUTING CONCRETE. Concrete after mixing may be conveyed and deposited in place by the use of spouts provided the spouts are installed with a grade sufficient to effectively convey the concrete mixed with only the quantity of water desirable to produce the best quality of masonry which be determined by the engineer as the work progresses.

89. CONTRACTION JOINTS. Wherever shown on the drawings, or directed by the engineer, contraction joints normal to the axis of the dam shall be formed of masonry built against forms. Copper or other type of water stops shall be placed across the contraction joints up-stream from the line of drainage galleries as shown on the drawings. The contraction joints will divide the dam into sections and as the work progresses alternate sections shall be carried ahead of the intervening ones. Material for water stops will be furnished by the City of San Diego and shall be placed by the contractor as provided in paragraph 44, and will be paid for as a separate item.

90. PROTECTION OF MASONRY. Until a sufficient time has elapsed for the setting of the concrete it will not be permitted to erect derricks or other machinery upon the surfaces of the masonry nor to build forms thereon nor to land or store stones or other heavy objects on such surfaces. Stones after being placed in the concrete shall not be disturbed.

91. PROTECTING EXPOSED FACES. Faces of the dam and all other portions of masonry which is to be permanently exposed to view shall be effectively protected from injury or disfigurement or abrasion or the falling of stones, tools, mortar, or other objects until the completion of the work.

92. MASONRY TO BE KEPT MOIST. Concrete or other masonry shall be kept moist for at least two weeks or until covered.

93. REMOVAL OF TEMPORARY WORKS. The contractor shall remove all temporary structures from the work whenever they have served their purpose, but not until permitted by the engineer to do so.

94. PAINTING STRUCTURES. Wherever and whenever required by the engineer, the contractor shall paint the structures and their accessories with coal and water gas tar or lead and graphite or other paint to the satisfaction of the engineer. The material and its delivery on the work will be furnished and shall be hauled as provided for under paragraph 44. The work of applying the paint will be paid for as extra work under the provisions of paragraph 14.

95. SPILLWAY HIGHWAY. A suitable connection shall be excavated and completed by the contractor between the present ends of the former highway which crossed on top of the dam, across the spillway channel whenever practicable to do so. Payment therefor will be made under classification for excavation and backfill.

96. TWO DAILY SHIFTS OF LABOR. The contractor shall employ at least two daily shifts of labor of at least eight hours each upon all work appertaining to the construction and completion of the curtain portion of the base of the dam and on any other work when required by the engineer. The contractor shall provide an ample number of electric lights to effectively illuminate all work in progress at night.

97. ELECTRICAL ENERGY. Electrical energy shall be used by the contractor for all power and light requirements in connection with and in the vicinity of the work and will be delivered by the City of San Diego to the contractor at the site of the work under the same conditions and at the same rates as received by the City of San Diego from the San Diego Consolidated Gas & Electric Company. Payment for electrical energy received by the contractor will be deducted from the monthly estimates of the amounts due him under the contract.

98. CONSTRUCTION CAMP BUILDINGS. The City of San Diego has, in the vicinity of the work a Mess building, with seating capacity for 116, subdivided into kitchen, and separate dining rooms for laborers; foremen and mechanics, and for clerical and engineering forces and official guests; also a supply of kitchen utensils and table ware; also a toilet and shower bath building equipped as required by the laws of the State of California. Both buildings and all appurtenant equipment will be transferred by the City of San Diego to the contractor and shall be received by him at the cost thereof to the City of San Diego. A site, ample in area and suitably located in geography and topography has been set aside and designated for use by the contractor during the progress of the contract work for his office, mess and dormitory and construction camp. Payment for the two buildings and equipment with interest at the rate of six per cent per annum from date of executing contract may be made at any time, otherwise it will be deducted from the final estimate due the contractor after the completion of all of the contract work.

99. PLANT. The City of San Diego has in stock a large amount of used heavy construction plant including several aerial cableways, more or less complete, guy and stiff legged derricks, hoisting engines, pumps, and miscellaneous construction equipment and appliances and mechanical supplies all, or any portion, of which may be leased by the contractor on the following conditions and terms; Cableways and other equipment now at Morena Dam, in so far as reasonably suitable for the work covered by these specifications shall be used before cableways and other equipment now at Barrett or Pine Creek or San Diego, or elsewhere in the vicinity. The value of the equipment in its present condition,

irrespective of its location, shall be determined in advance by joint appraisal. The contractor shall, at his own expense, dismantle any equipment he desires to use and transfer it to the Lower Otay Dam work. All parts of equipment dismantled and not immediately transferred or used shall be left in an orderly condition and suitably tagged for identification and reassembling. The contractor may fit up any of the equipment for actuation by electrical energy. The equipment leased and transferred to the contractor may be returned by the contractor at any time before the completion of the work but shall be returned to the City of San Diego when the terms of the contract shall have been fully complied with and may be left at the lower Otay Dam without reassembling or dismantling. Upon completion of the contract work the lessened value of the equipment transferred and used by the contractor, irrespective of its location, due to its dismantling, wear, and destruction, and the necessity for reassembling shall be determined by joint appraisal. The City of San Diego reserves the right to acquire from the contractor any parts or fittings replaced or added by him to the equipment, but does not obligate itself to take over any portion of such added parts or fittings. The transfer value to the contractor of any parts or fittings which the City of San Diego may elect to take over shall be determined by joint appraisal. From the earnings due the contractor when the terms of the contract shall have been fully complied with there will be deducted for the use of the equipment leased and transferred to the contractor interest at the rate of six per cent per annum based upon the amount of the joint appraisal in advance and also for the lessened value of the equipment, due to its dismantling, wear, and destruction and the necessity for its reassembly, the difference between the joint appraisal in advance and the joint appraisal after the completion of the work; provided, that the contractor may, at any time, return the equipment or any part thereof to the City of San Diego and whenever he reimburses the City of San Diego for the difference between the joint appraisal in advance and the joint appraisal when he returns the equipment, together with accrued interest at the rate of six per cent per annum on the amount of joint appraisal in advance of such returned equipment, he will be relieved of all further charges on the equipment he returns.

Each of the appraisals hereinbefore mentioned shall be made by a representative selected by the contractor and a representative selected by the Common Council of the City of San Diego, and if these two are unable to agree a third party shall be selected by them, and the conclusion of the majority of the board shall be accepted and binding on both the contractor and the City of San Diego.

100. WATER FOR PLANT, CONSTRUCTION, AND DOMESTIC USE. Water for all of the mechanical and construction requirements of the work in so far as it is available in the river channel or bed above elevation 340 shall be obtained therefrom by the contractor who shall pump and store a sufficient quantity at an elevation which will insure at all times a continuous adequate supply under ample pressure for the work.

Whenever the supply of water in the river bed above elevation 340 is inadequate for the requirements of the work water will be furnished by the City of San Diego to the contractor and delivered to him at taps on convenient main pipe lines at the rate of four cents per 1,000 gallons.

Whenever there is a surplus of water available from the City's impounding and carrying system which otherwise would be wasted, water will be furnished by the City of San Diego therefrom to the contractor at taps on convenient main pipe lines at two cents per 1,000 gallons.

Water for all domestic requirements of the contractor's forces will be furnished by the City of San Diego from its treated, filtered and chlorinated supply and

shall be used exclusively by the contractor's forces for all domestic purposes and will be delivered at taps on convenient main pipe lines under sufficient pressure to deliver it throughout the site set aside for the contractor's mess and dormitory camp, at the rates established by the Railroad Commission of the State of California, as follows:

Minimum monthly rate, entitling consumer to 5,000 gallons	\$1.25
5,000 to 20,000 gallons per month	15 $\frac{1}{2}$ ¢ per 1,000 gallons.
20,000 to 1,000,000 " " "	10 $\frac{1}{2}$ ¢ per " "
Above 1,000,000 " " "	10¢ " " "

101. MEALS. The contractor during the period he maintains a mess in connection with the work shall furnish suitable meals, satisfactory in quality, quantity, and service, at usual hours, to all employees, and officials, and guests of the City of San Diego; in laborers', and foremen's and mechanics' dining rooms, at 30 cents per meal; and in separate clerical, engineers', and guests' dining room at the rate of \$1.00 per day.

102. COMPLIANCE WITH STATE LAWS. The contractor shall conduct the work in compliance with all laws and regulations of the State of California.

103. WORKMEN'S COMPENSATION AND INDEMNITY INSURANCE. The contractor shall be required to secure a policy of insurance indemnifying the contractor against loss by reason of and holding said contractor harmless 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 1, 1914. Said contractor shall be further required to furnish said the 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 the contract, and insuring said contractor against loss or liability by reason of said Workmen's Compensation Insurance and Safety Act of the State of California in force January 1, 1914. Said Certificate of the Insurance carrier shall bear the date of expiration of said policy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, and JAMES KENNEDY for the ERECTION OF THE LOWER OTAY DAM, INDEPENDENT SPILLWAY AND OUTLET TOWER AND TUNNEL, being Document No. 112102.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

# C O N T R A C T

Between

THE CITY OF SAN DIEGO

and

CALIFORNIA PORTLAND CEMENT COMPANY,

for

PORTLAND CEMENT FOR LOWER OTAY DAM.

\*\*\*\*\*

## FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, That CALIFORNIA PORTLAND CEMENT COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and UNITED STATES FIDELITY & GUARANTY COMPANY, <sup>A Corporation of Baltimore, Maryland,</sup> a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Fifty Thousand Dollars (\$50,000.00), lawful money of the United States of America, to be paid to said The City of San Diego,

for the payment of which well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of October, A. D. 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 and deliver to said City Portland Cement, upon the terms more particularly and in detail set forth in that certain advertisement for bids, proposal of contractor, and specifications filed in the office of the City Clerk of said The City of San Diego on the 5th day of September, 1917, marked Document No. 111442, and endorsed, "Bid, California Portland Cement Company," Copies of said advertisement for bids, proposal of contractor 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 specifications for a particular description of the deliveries to be made.

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

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

CALIFORNIA PORTLAND CEMENT COMPANY,

Principal. (SEAL)

By<sup>1</sup> T. J. Fleming,

Secretary.

UNITED STATES FIDELITY & GUARANTY COMPANY

By W. H. Schroder,

Its Attorney in Fact Surety

(SEAL) BY C. W. Oesting

Attorney in fact.

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

On this 1st day of October in the year one thousand nine hundred and Seventeen, before me, Agnes L. Whyte, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared W. H. Schroder, known to me to be the duly authorized Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said W. H. Schroder duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

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

Agnes L. Whyte,

Notary Public in and for Los Angeles County,

(SEAL)

State of California.

I hereby approve the form of the within Bond, this 1st day of October, 1917.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 3rd day of October, 1917.

John L. Bacon,

Howard B. Bard

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

Virgilio Bruschi  
Walter P. Moore,  
Members of the Common Council.

CONTRACT FOR CEMENT FOR LOWER OTAY DAM.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 1st day of October, A. D. 1917, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego and State of California, party of the first part, by and through the Common Council, hereinafter sometimes designated as the City, and CALIFORNIA PORTLAND CEMENT 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:

ARTICLE I. 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 in attached specifications provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City Portland Cement, as provided in the specifications attached hereto and made a part hereof, and to furnish and deliver said cement in serviceable cloth sacks, f.o.b. cars at Otay Industrial track, for the price of Two dollars and three cents (\$2.03) per barrel, including sacks; the sum of ten (10) cents to be paid by the Contractor to The City of San Diego for each empty sack returned to said Contractor in serviceable condition f.o.b. cars at the delivery point stated above. The contractor agrees to begin delivery of cement upon receipt of written notice from the Hydraulic Engineer of The City of San Diego, but not sooner than three (3) days after award of contract, and to make deliveries as required by The City of San Diego in quantities not to exceed twenty-five thousand (25,000) barrels per month, and not to exceed a total of One hundred twenty-five thousand (125,000) barrels, all deliveries to be completed on or before June 30th, 1919. All cement delivered under the terms of this contract shall be made pursuant to and in conformity with, and the performance of the terms of this contract shall be in strict compliance with the advertisement for bids, proposal of the contractor, and the specifications contained in Document No. 111,442, filed in the office of the City Clerk of said City on the 5th day of September, 1917, and endorsed: "Bid, California Portland Cement Co.;" true copies of said advertisement for bids, proposal of contractor and specifications being attached hereto, marked "Exhibit A," by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

ARTICLE II. In consideration of the delivery of cement by said Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all of the obligations and covenants by said contractor herein undertaken and agreed upon, said Contractor shall be paid as is provided in specifications attached hereto.

ARTICLE III. Said Contractor hereby agrees that it will be bound by each and every part of said specifications, and deliver and cause to be delivered all of said cement as specified in said specifications as the same may be interpreted by the Hydraulic Engineer of said City.

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

ARTICLE V. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of said The City of San Diego, or the general laws in effect

in said City, shall said City, or any department, board or officer thereof be liable for any portion of said contract price.

IN WITNESS WHEREOF, a majority of the members of the Common Council have hereunto set their hands as and for the act of said City in pursuance of Resolution No. 23130, duly adopted on the 1st day of October, 1917, by said Common Council, authorizing such execution, and the said Contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 1st day of October, A. D. 1917.

THE CITY OF SAN DIEGO.

By John L. Bacon

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

CALIFORNIA PORTLAND CEMENT COMPANY

By T. J. Fleming

Secretary & Gen'l. Mgr.

(SEAL) ATTEST:

R. L. Vance

I hereby approve the form of the foregoing Contract, this 15th day of September, A. D. 1917.

T. B. Cosgrove,

City Attorney of The City of San Diego, California.

EXHIBIT A.

True copy of Advertisement for bids, Proposal of Contractor  
and Specifications.

ADVERTISEMENT

City of San Diego.

San Diego, California, August 18, 1917.

Sealed proposals will be received at the Office of the City Clerk of the City of San Diego, California, until 11 o'clock A. M., September 5, 1917, and will at that hour be opened by the Common Council of the City of San Diego, for furnishing eighty-five thousand barrels of Portland cement, f. o. b. cars on the Otay Industrial Track of the San Diego & Arizona Railway, or of the San Diego & Southeastern Railway, located one mile west of Otay, California.

For particulars address H. N. Savage, Hydraulic Engineer, City of San Diego, City Hall, San Diego, California.

F. M. Lockwood,

Manager of Operations

Allen H. Wright,

City Clerk.

NOTICE TO BIDDERS.

Each proposal must be accompanied by a check certified by responsible bank, payable to the order of the City Clerk of the City of San Diego, for an amount not less than five per cent of the aggregate sum of the bid, and so payable as a guarantee that the bidder will enter into the proposed contract if the same is awarded to him, and furnish the bonds required by the specifications.

The total amount of cement proposed to be purchased under these specifications is estimated at 85,000 barrels. Actual shipping requirements may vary considerably from the advance estimates and bidders are requested to name a price at which they will furnish such amounts as may be requested during the period covered by the contract and may place a maximum limit on the amount which they are thus willing to furnish,--monthly and

total-- if they desire to do so. The price bid per barrel shall include the value of the cloth sacks and shall be for delivery f. o. b. cars. Otay Industrial Track of the San Diego & Arizona Railway or of the San Diego & Southeastern Railway. The bidder shall state in the proposal the amount to be allowed the City of San Diego for each sack returned in serviceable condition f. o. b. cars, Otay Industrial Track.

After the hour fixed in the advertisement for opening bids, no bidder will be permitted to withdraw his proposal without rendering his certified check subject to forfeiture to the City of San Diego as liquidated damages, as in the case of refusal to execute contract and bond after award.

The envelope enclosing the proposal must be marked "Proposal for cement," and addressed "The City Clerk of the City of San Diego, California."

P R O P O S A L.

Los Angeles, Cal. Sept. 4th, 1917.

To the Common Council of the  
City of San Diego, California.

Sirs:

Pursuant to the foregoing advertisement and notice to bidders, the undersigned bidder proposes to furnish Portland cement as provided in the specifications attached hereto and made a part hereof, and agrees on acceptance of this proposal to execute a contract with necessary bonds, of which contract this proposal and the said advertisement and specifications shall form a part, for furnishing and delivering said cement in serviceable cloth sacks, f. o. b. cars at Otay Industrial Track for Two Dollars and Three Cents (\$2.03) per barrel, including sacks. The sum of Ten (10) cents will be paid by the contractor to The City of San Diego for each empty sack returned in serviceable condition f. o. b. cars, at the delivery point stated above.

The bidder agrees to begin delivery of cement within Three days after award of contract and to make deliveries as required by the City of San Diego in quantities not to exceed Twenty-five Thousand (25,000) barrels per month, and not to exceed a total of One hundred and Twenty-five thousand (125,000) barrels, all deliveries to be completed on or before June 30th, 1919.

The bidder furthermore agrees that in case of his default in executing such contract with necessary bond, the proceeds of the check accompanying this proposal shall be and remain the property of the City of San Diego as provided in paragraph 3 of the specifications.

CALIFORNIA PORTLAND CEMENT COMPANY

Signature Ernest E. Duque  
Assistant Secretary

(Corporate seal) Address Los Angeles, Cal. (SEAL)

Names of individual member of firm or names and titles of all officers of corporation. ( Dan Murphy, Pres.  
( Marco Hellman, V. Pres.  
( T. J. Fleming, Secty. & Gen. Mgr.  
( E. E. Duque, Asst. Secty.  
(

Corporation organized under the laws of the State of California.  
Certified check No. 12014 in the sum of \$10,000.00 as evidence of good faith.

SPECIFICATIONS.

General conditions.

1. Form or proposal and signature. The proposal shall be made on the form provided therefor and shall be inclosed in a sealed envelope marked and addressed as required in

the notice to bidders. The bidder shall state in words and in figures the unit prices or the specific sums, as the case may be, for which he proposes to supply the material required by these specifications. If the proposal is made by an individual it shall be signed with his full name, and his address shall be given; if it is made by a firm it shall be signed with the co-partnership name by a member of the firm and the name and full address of each member shall be given: and if it is made by a corporation it shall be signed by an officer with the corporate name attested by the corporate seal. No telegraphic proposal or telegraphic modification of a proposal will be considered.

2. PROPOSAL Blank spaces in the proposal should be properly filled, the phraseology of the proposal should not be changed and no additions should be made to the items mentioned therein. Unauthorized conditions, limitations or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. If the unit price and the total amount named by a bidder for any item do not agree, the unit price alone will be considered as representing the bidders intention. A bidder may withdraw his proposal before the expiration of the time during which proposals may be submitted, without prejudice to himself, by submitting a written request for its withdrawal to the officer who holds it. No proposals received after said time will be considered. Bidders are invited to be present at the opening of proposals. The right is reserved to reject any or all proposals to accept one part of a proposal and reject the other and to waive technical defects, as the interests of the City of San Diego may require.

3. CERTIFIED CHECK. Each bidder shall submit with his proposal a certified check for the sum stated in the notice to bidders, payable to the order of the "City Clerk of the City of San Diego," hereinafter styled "City Clerk." The proceeds of said check shall become the property of the City of San Diego if the bidder fails or refuses to execute the required contract and bond within the time specified in Paragraph 4 in case his proposal is accepted. The check of the successful bidder will be returned after execution of his contract and the approval of his bond on behalf of the City of San Diego, and those of the other bidders will be returned at the expiration of forty-five days from the date of opening proposals, or sooner if contract is executed prior to that time.

4. THE CONTRACT. The bidder to whom award is made shall enter into a written contract with the City of San Diego and furnish good and approved bond within fifteen days after receiving forms of contract and bond for execution. The contract shall be in the form adopted by the City of San Diego. This form may be examined at the offices of the City Clerk, copies will be furnished on request to parties proposing to bid. If the bidder to whom award is made fails to enter into a contract as herein provided the award will be annuled and an award may be made to the next lowest responsible bidder in the opinion of the officer of the City of San Diego by whom the first award was made, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom an award was made. The advertisement, notices to bidders, proposals, general conditions and detail specifications will be incorporated in the contract. A corporation to which an award is made will be required, before the contract is finally executed, to furnish certificate of its corporate existence and evidence that the officer signing the contract is duly authorized to do so.

5. Contractor's Bonds. Unless another sum is specified in the notice to bidders, the contractor shall furnish a labor and material men's bond in an amount of not less than fifty per cent of the estimated aggregate payments to be made under the contract, conditioned upon the payment by said contractor of all materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract and for any

work or labor done thereon of any kind.

The contractor shall also furnish a faithful performance bond in an amount not less than twenty-five per cent of the estimated aggregate payments to be made under the contract, conditioned upon the faithful performance by the contractor of all covenants and stipulations in the contract.

If, during the continuance of the contract, any of the sureties die, or in the opinion of the Common Council are or become irresponsible, the Common Council may require additional sufficient sureties, which the contractor shall furnish to the satisfaction of said Common Council within ten days after the notice, and in default thereof the contract may be suspended by the Common Council and the materials purchased or the work completed as provided in paragraph twelve.

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

7. Engineer. The word "Engineer" used in these specifications or in the contract, unless qualified by the context, means the Hydraulic Engineer of the City of San Diego, California. He will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material and the determination of costs the decision of the Engineer shall be final and binding upon both parties.

8. Contractor. The word "Contractor" used in these specifications or in the contract means the person, firm or corporation with whom the contract is made by the City of San Diego. During the absence of the contractor from the works his foreman or a designated agent shall represent him.

9. Delays. The contractor shall receive no compensation for delays or hindrances. Extension of time will be allowed for unavoidable delays that result from unforeseen causes or conditions that, in the opinion of the engineer, are undoubtedly beyond the control of the contractor. An application for an extension of time shall be accompanied by the formal consent of the sureties, but an extension of time, whether with or without the consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force and effect until the discharge of the contract.

10. Suspension of contract. If the contractor fails to begin the delivery of the material as provided in the contract, or fails to maintain the delivery of the material in such a manner as to insure a full compliance with the contract within the time limit, the engineer, after written notice to the contractor, shall have power to suspend the operations of the contract and purchase the materials necessary to complete the contract, in such manner as he may deem proper; or he may, in his discretion, after such notice, purchase any of the material without suspending the contract. Any cost in excess of the contract price arising from the purchase of material by the engineer, as herein provided, will be charged to the contractor and his sureties, who shall be liable therefor. In the determination of the question as to whether there has been such non-compliance with the contract as to warrant the suspension thereof or to warrant the purchase of material from other parties without suspending the contract, the decision of the Hydraulic Engineer shall be final and binding upon both parties.

11. ERRORS AND OMISSIONS. The contractor will not be allowed to take advantage of any error or omission in these specifications. Suitable instructions will be given when such error or omission is discovered.

12. PROGRESS ESTIMATES AND PAYMENTS. At the end of each calendar month the engineer will prepare a statement of the amount of cement delivered to that date under the terms

of the contract and an estimate of the value of the same on the basis of the unit price named in the contract. From the total thus computed a deduction of ten per cent will be made, and from the remainder a further deduction will be made of all amounts due the City of San Diego from the contractor for supplies or materials furnished or services rendered and any other amounts that may be due to the City of San Diego as damages for delays or otherwise under the terms of the contract. From the balance thus determined will be deducted the amount of all previous payments and the remainder will be paid to the contractor upon the approval of the accounts. One-half of the ten per cent deduction as above set forth will become due and payable upon the completion of the work to the satisfaction of the engineer and its acceptance by the City of San Diego. The remaining one-half of said ten per cent shall not be paid until release shall have been executed and filed as hereinafter provided. In case of the suspension of the contract, the said ten per cent shall be and become the sole and absolute property of the City of San Diego to the extent necessary to repay to the City of San Diego any excess in the cost of the work above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the engineer and when a release of all claims against the City of San Diego under, or by virtue of, the contract shall have been executed by the contractor, final payment will be made of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due to the contractor.

~~12. Definition. Portland cement is the product obtained by finely pulverizing clinker produced by calcining to incipient fusion, an intimate and properly proportioned mixture of argillaceous and calcareous materials, with no additions subsequent to calcination excepting water and calcined or uncalcined gypsum.~~

13. PREFERENCE IN MAKING AWARD. Preference in making award will be given to a brand of cement which has been in continuous and successful use in the State of California for three years.

#### DETAIL SPECIFICATIONS.

14. Definition. Portland cement is the product obtained by finely pulverizing clinker produced by calcining to incipient fusion, an intimate and properly proportioned mixture of argillaceous and calcareous materials, with no additions subsequent to calcination excepting water and calcined or uncalcined gypsum.

15. Chemical limits. The following limits shall not be exceeded:

	Per cent
Loss on Ignition.....	4.00
Insoluble residue.....	0.85
Sulphuric anhydride (803) .....	2.00
Magnesia (MgO).....	5.00

16. Specific Gravity. The specific gravity of cement shall be not less than 3.10 (3.07 for white Portland cement.) Should the test of cement as received fall below this requirement a second test may be made upon an ignited sample. The specific-gravity test will not be made unless specifically ordered.

17. Fineness. The residue on a standard No. 200 sieve shall not exceed 22 per cent by weight.

18. Soundness. A pat of neat cement shall remain firm and hard, and show no signs of distortion, cracking, checking, or disintegration in the steam test for soundness.

19. Time of Setting. The cement shall not develop initial set in less than 45 minutes when the vicat needle is used or 60 minutes when the Gillmore needle is used. Final set shall be attained within 10 hours.

20. Tensile strength. The average tensile strength in pounds per square inch of not

less than three standard mortar briquettes composed of one part cement and three parts standard sand, by weight, shall be equal to or higher than the following:

Age at test	Storage of briquettes	Tensile strength pounds per square inch.
7 days	1 day in moist air, 6 days in water	200
28 "	1 day in moist air, 27 days in water	300

The average tensile strength of standard mortar at 28 days shall be higher than the strength at 7 days.

21. Packages and marking. The cement shall be delivered in suitable bags or barrels with the brand and name of the manufacturer plainly marked thereon, unless shipped in bulk. A bag shall contain 94 pounds net. A barrel shall contain 376 pounds net.

22. Storage. The cement shall be stored in such a manner as to permit easy access for proper inspection and identification of each shipment, and in a suitable weather-tight building which will protect the cement from dampness.

23. Inspection. Every facility shall be provided the engineer for careful sampling and inspection at the mill. At least ten days from the time of sampling shall be allowed for the completion of the 7-day test and at least 31 days shall be allowed for the completion of the 28-day test. The cement shall be tested in accordance with the methods hereinafter prescribed. The 28-day test shall be waived only when specifically so ordered.

24. Rejection. The cement may be rejected if it fails to meet any of the requirements of these specifications. Cement shall not be rejected on account of failure to meet the fineness requirement if upon retest after drying at 100° C for one hour it meets this requirement. Cement failing to meet the test for soundness in steam may be accepted if it passes a retest using a new sample at any time within 28 days thereafter. Packages varying more than 5 per cent from the specified weight may be rejected; and if the average weight of packages in any shipment as shown by weighing 50 packages taken at random is less than that specified, the entire shipment may be rejected.

25. Number of samples. Tests may be made on individual or composite samples as may be ordered. Each test sample should weigh at least 8 pounds.

(a) Individual sample -- If sampled in cars one test sample shall be taken from each 50 barrels or fraction thereof. If sampled in bins one sample shall be taken from each 100 barrels.

(b) Composite sample - If sampled in cars one sample shall be taken from 1 sack in each 40 sacks (or 1 barrel in each ten barrels) and combined to form one test sample. If sampled in bins or warehouses one test sample shall represent not more than 200 barrels.

26. Method of sampling. Cement may be sampled at the mill by any of the following methods that may be practicable, as ordered:

(a) From the conveyor delivering to the bin:- At least 8 pounds of cement shall be taken from approximately each one hundred barrels passing over the conveyor.

(b) From filled bins by means of proper sampling tubes:- Tubes inserted vertically may be used for sampling cement to a maximum depth of 10 feet. Tubes inserted horizontally may be used where the construction of the bin permits. Samples shall be taken from points well distributed over the face of the bin.

(c) From filled bins at points of discharge:- Sufficient cement shall be drawn from the discharge openings to obtain samples representative of the cement contained in the bin, as determined by the appearance at the discharge openings of indicators placed on the surface of the cement directly above these openings before drawing of the cement is started.

27. Treatment of samples. Samples preferably shall be shipped and stored in air-tight

containers. Samples shall be passed through a sieve having 20 meshes per linear inch in order to thoroughly mix the sample, break up lumps, and remove foreign materials.

28. Methods of test and analysis. The methods of making physical tests and chemical analyses under these specifications shall conform to the requirements of Articles 20 to 62, inclusive, of the United States Government Specifications for Portland Cement, published in Circular of the Bureau of Standards No. 33, 3rd edition, issued January 18, 1917, copies of which may be procured from the Superintendent of Documents, Government Printing Office, Washington, D. C., at 10 cents per copy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CALIFORNIA PORTLAND CEMENT COMPANY and CITY OF SAN DIEGO, CALIFORNIA, being Document No. 111832 $\frac{1}{2}$ .

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

The annual premium on this bond is Thirty Dollars (\$30.00)

KNOW ALL MEN BY THESE PRESENTS, that GEORGE A. BINNEY, CHARLES H. BEAUCHAMP and THEODORE CARSTENS, a co-partnership doing business under the firm name and style of GEORGE A. BINNEY & COMPANY, as Principals, and THE FIDELITY & CASUALTY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation, in the sum of three thousand dollars (\$3,000.00) 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, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of November, 1917.

THE CONDITION of the above obligation is such that whereas the said Principals have entered into the annexed contract with The City of San Diego for the disposal of the city refuse accumulating in said City for a period extending from the date of the signing of said contract until December 1st, 1920; and reference is hereby made to said contract for a more 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 the said Surety has caused this bond to be executed, and its corporate seal to be hereunto attached by its duly authorized officers, this 10th day of November, 1917.

Geo. A. Binney & Co.

by Geo. A. Binney.

Principals.

THE FIDELITY & CASUALTY COMPANY OF NEW YORK  
Surety.

By Donald B. Goldsmith,

Attorney. (SEAL)

I hereby approve the form of the within Bond, this 12 day of November, 1917.

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 12th day of November, 1917.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

John L. Bacon

Virgilio Bruschi

Walter P. Moore.

Members of the Common Council.

C O N T R A C T

THIS AGREEMENT, made and entered into this 7th day of November, 1917, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by and through a majority of the members of the Common Council, thereunto duly authorized, hereinafter called the City, and GEORGE A. BINNEY, CHARLES H. BEAUCHAMP and THEODORE CARSTENS, a copartnership doing business under the firm name and style of GEORGE A. BINNEY & COMPANY, hereinafter referred to as the Contractors, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said Contractors, to be kept and performed, and the sums of money hereinafter designated to be paid to said City by said Contractors, the said City hereby covenants and agrees to and with the said Contractors to issue to said Contractors a license and the exclusive right to collect all city refuse and garbage in The City of San Diego, as described by and in accordance with the provisions of Ordinance No. 5265 of the ordinances of The City of San Diego, a copy of which ordinance is hereto attached, marked "Exhibit A", and made a part hereof, from the 12th day of November, 1917 until December 1st, 1920, and in accordance with the written bid or offer filed November 5th, 1917, being Document No. 112429.

The said Contractors hereby agree to collect all city refuse and garbage within the City limits of The City of San Diego from the 12th day of November, 1917 until December 1st, 1920, in accordance with the provisions of said Ordinance No. 5265 and under the supervision of the Department of Health of said City.

It is expressly understood and agreed that said The City of San Diego shall allow the said Contractors the exclusive use of four wagons now used in the collection of city refuse and garbage in The City of San Diego, and the exclusive use of the incinerator belonging to said City, located on the Bay front at the foot of Ninth Street in said City, together with the exclusive use of City dumps and all property or appurtenances designed for or used in connection with the gathering or disposition of city refuse or garbage in said City, now belonging to The City of San Diego, and said Contractors expressly undertake and agree, at the termination of this contract, to turn over to said City the said wagons, incinerator, dumps and property hereinabove specified in as good condition as when received from said City, reasonable use and wear thereof and damages by the elements excepted.

It is expressly understood and agreed, and said Contractors expressly undertake and covenant to pay to said City for the said exclusive use of said City property, and for said exclusive right to collect city refuse and garbage as herein provided, the sum of four hundred dollars (\$400.00) per month. Said payments to be paid on or before the 15th day of each month, at the office of the City Treasurer of The City of San Diego.

Said Contractors further expressly agree and undertake that no city refuse of any nature will be disposed of within the limits of said City, except at such places as may be designated by the Health Officer of The City of San Diego, and by incineration in the said incinerator, unless express permission by resolution of the Common Council of said City shall be granted said Contractors to dispose of city refuse in some other or different manner.

Said City and said Contractors further agree at all times to do, take and perform each and every act or thing necessary or proper or tending to fully and effectually carry

out the true intent and meaning of this contract against third persons.

In the enforcement of rights herein created in favor of the Contractors, the City agrees and undertakes to cooperate with the Contractors.

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 and seals the day and year first above written.

THE CITY OF SAN DIEGO

John L. Bacon

Virgilio Bruschi

Walter P. Moore.

Members of the Common Council

George A. Binney & Company

By George A. Binney.

Contractors.

I hereby approve the form of the foregoing contract, this 7th day of November, 1917.

T. B. Cosgrove, City Attorney,

By S. J. Higgins, Deputy City Attorney.

EXHIBIT A.

ORDINANCE NO. 5265.

AN ORDINANCE TO PROTECT THE HEALTH, COMFORT AND SECURITY OF THE INHABITANTS OF THE CITY OF SAN DIEGO, CALIFORNIA, BY PROVIDING FOR THE DISPOSAL IN A SANITARY MANNER OF GARBAGE, REFUSE AND OTHER WASTE MATTER, IN SAID CITY OF SAN DIEGO.

BE IT ORDAINED, By the Common Council of the City of San Diego, as follows:

Section 1. That the Common Council of the City of San Diego shall have the power to license a certain person or persons, who shall have the right to gather and collect City refuse within said City, and it shall be unlawful for any person, firm or corporation other than the person or persons licensed by the said Common Council to collect or gather city refuse within said city, or to deposit or dump the same, or to cause the same to be dumped or deposited upon any lot of land, or in any water or water-ways within the corporate limits of the said City of San Diego.

Section 2. The term "City refuse" shall be construed to include "garbage," "waste matter," "ashes," "night soil," "market refuse" and "dead animals."

Section 3. For the purpose of this ordinance, the word "garbage" shall be held to include and mean kitchen and table refuse and offal, swill, and also every accumulation of animal, vegetable and other matter that attends the preparation, consumption, decay or dealing in or storage of meats, fish, fowls, birds, fruits or vegetables.

For the purposes of this ordinance the term "market refuse" is defined to be and to include decayed and unsound meat, fish, fruit and vegetables, from meat, fish, fruit and vegetable markets, and animal and vegetable refuse from such markets.

The term "waste matter" shall include and be held to mean broken crockery, broken bottles, glass, tin vessels, trimmings from lawns, flower gardens, shrubs and trees, berry boxes, paste board boxes, paper, rags, packing materials, shavings, ashes and all non-combustible waste matter.

The term "ashes" shall be held to include and mean the residue of materials burned.

The term "night soil" shall include and mean contents of privy vaults, cesspools, dry wells and sinks.

Section 4. The garbage shall be placed in portable vessels, tanks or receptacles for holding garbage. It shall be unlawful for any person to mix any other form of city refuse with garbage in said receptacle. Each such vessel, tank or receptacle shall be constructed of metal, and shall be watertight, and shall be so constructed as to contain not less than three, nor more than sixteen gallons, and shall be provided with a handle or handles on the outside thereof, and with a tight-fitting metal cover. Such cover must not be removed except when necessary to place garbage therein, or to take the contents therefrom. Said vessels, tanks or receptacles shall be provided by and at the expense of each person, firm or corporation requiring the collection or removal of city refuse.

Section 5. All garbage requiring removal within the district including the down town or business portion of the said City of San Diego, more particularly described and bounded as follows: on the north by the north line of A Street, on the east by the east line of Seventh Street, on the south by the northerly line of the Bay of San Diego, and on the west by the west line of Third Street, shall be removed between the hours of nine o'clock P. M., and five o'clock A. M., and all wagons collecting the same shall be out of the said above district by five o'clock A. M.

Section 6. All persons, firms or corporations requiring the removal of garbage, ashes or waste matter, shall place the receptacles containing the same in some accessible place in the yard, or on the ground floor of their respective premises on each collection day; provided, that special permission may be granted by the member of the Common Council in charge of the collection of garbage, for the placing of said receptacles in some other accessible place on the premises, other than the yard or on the ground floor, in the event that no accessible place can be found on the ground floor, or in the yard of said premises, and all such receptacles shall be kept and placed in some accessible place such as is above prescribed.

Section 7. All city refuse, outside of the routes established for the refuse wagons in the City of San Diego, which is injurious to the public health, shall be removed when the Board of Health so orders.

Section 8. The person or persons authorized by the Common Council to collect city refuse shall collect the same as often and at such times as the member of the Common Council in charge of garbage collection of the City of San Diego shall order.

Section 9. That all city refuse shall be disposed of by incineration (except the portion thereof which the Common Council may permit to be utilized for commercial purposes) in a sanitary manner, and such refuse shall be carried through said City in such receptacles and manner as may be approved by the said Common Council, and every cart, wagon or other receptacle shall be kept clean, well painted on the outside, and shall be plainly marked with the words "Health Department, City Refuse No. ."

Section 10. It shall be unlawful for any person or persons other than the person or persons licensed by the Common Council of the City of San Diego to collect city refuse, to interfere in any manner with any receptacle containing garbage, or the contents thereof, or any receptacle containing any other form of city refuse, or the contents thereof, or to remove any such receptacle from the location where the same was placed by the owner thereof, or to remove the contents of any such receptacle.

Section 11. It shall be unlawful for any person, firm or corporation to deposit, or to cause or permit to be deposited any city refuse upon or in any public street, alley or other public place, or upon any premises in the said City.

Section 12. The person or persons licensed by the said Common Council to collect city refuse, and assistants, shall have the power of special inspectors, without salary, in the line of their duties, for the purpose of carrying out the provisions of this ordin-

ance, and shall be subject to the control of the said Common Council.

Section 13. The person or persons authorized and empowered by the said Common Council to collect city refuse shall receive no compensation from the said City of San Diego, except for work ordered done by the said Common Council, but shall be entitled to the following fees for collection of city refuse, said fees to be collected from the persons requiring the collection of said City refuse.

Any person requiring the collection of garbage shall pay for the removal of each ten-gallon receptacle, or any part thereof, the sum of ten cents; provided, however, that upon the payment to said person or persons authorized to collect city refuse of fifty cents in advance, the person so paying the said sum shall be entitled to one month's collection if said month's collections do not amount to more than nine collections of five gallons, or less, of garbage, for each collection.

Section 15. For the services of such collection and disposition, of "waste matter" or ashes, the occupant, tenant, lessee or owner of each house, building, flat, or store-room, or any person, firm or corporation requiring the removal of such "waste matter" or ashes, shall pay to the Person or persons authorized by the said Common Council to collect city refuse, a fee of twenty-five (25) cents per barrel, or part thereof.

The scale of prices which shall be paid to the person or persons authorized and empowered by the said Common Council to collect city refuse for the removal of all dead animals, shall be as follows, to-wit:

For each horse, mule or head of cattle, three dollars (\$3.00) per head, if removed from within the following boundaries of said City, to-wit:

Bounded on the east by Thirtieth Street, on the north by the south border of Mission Valley, on the west and south by the Bay of San Diego. If removed from any place outside of the above designated boundaries, fifty (50) cents more shall be paid for each additional mile, or fraction thereof beyond said boundaries to the place of removal.

For each calf or colt, under the age of one year, and for each sheep, goat, or hog, if removed from any point within the last above designated boundaries of the said City, the charge shall be one dollar (\$1.00).

For each cat or dog, if removed from any point within the last above designated boundaries, of said City, the charge shall be fifty cents (50¢).

For poultry, twenty-five (25) cents per head, if removed from any point within the last designated boundaries of said City.

Section 16. Night soil and manure shall be removed as often as required by the Board of Health, for which a charge shall be allowed as follows, to-wit:

For cleaning vaults, ten dollars per cubic yard for all material removed.

For removing contents of cesspools, five dollars (\$5.00) per load of not exceeding two cubic yards.

For removing manure, three dollars (\$3.00) per load of three and one-half cubic yards.

Section 17. All of the above charges shall be paid in advance or at the time the service is rendered.

Section 18. It shall be the duty of every owner of any animal or poultry found dead within the City of San Diego, within three hours after the death of said animal or poultry, to cause the same to be removed by a person or persons licensed by said Board of Health to remove city refuse. The provisions of this ordinance shall not apply to any animal or poultry killed for food, unless in a state of decomposition, or which shall have been condemned by the Board of Health.

Section 19. That no manure collected for transportation shall be loaded on to

cars or other vehicles and left standing within the city limits, except in a yard or premises belonging to, or under the control of the person or corporation intending to transport the same, and then only for a period of not longer than one day of twenty-four hours.

Section 20. The removal of all city refuse shall be paid for by the owner, lessee, or occupant of the premises, and by the owner of the dead animal and poultry, respectively.

It shall be unlawful for any person, firm or corporation to allow garbage to accumulate upon the premises occupied by such person, firm or corporation.

It is provided further, that if the charges herein fixed for the removal of any city refuse shall not be paid, the said person or persons authorized by the said Common Council to remove city refuse, shall be under no obligation to collect any city refuse until such charges shall have been paid.

Section 21. For city refuse which shall be collected, removed and disposed of under the provisions of this ordinance, collected at a distance of more than five miles from Fifth and F Streets, in said City, the said person or persons authorized by the said Common Council to remove city refuse shall have the right to collect, in addition to the aforesaid rates, fifty per cent. more than the aforesaid rates, except as otherwise provided by ordinance.

Section 22. That any person, firm or corporation violating any of the provisions of this ordinance, shall, upon conviction thereof, be punished by a fine of not more than two hundred dollars (\$200.00), or by imprisonment in the City Jail of said City for a period not exceeding one hundred (100) days, or by both such fine and imprisonment. And in the event that the fine imposed hereunder is not paid, then by imprisonment in the City Jail of said City at the rate of one day for every two dollars of fine so imposed.

Section 23. This ordinance is for the immediate preservation of the public peace, health and safety, and one of urgency, and shall take effect from and after its passage and approval.

Section 24. That all ordinances and parts of ordinances in conflict with the provisions of this ordinance, be, and the same hereby are repealed.

Section 25. That the City Clerk of said City of San Diego, be, and he is hereby authorized and directed, immediately after the approval of this ordinance, to publish, or cause the same to be published, once in the official newspaper of said City, to-wit: The Evening Tribune.

Passed and adopted by the Common Council of the City of San Diego, California, this 10th day of September, 1913, by the following vote, to-wit:

AYES---COUNCILMEN Schmidt, Manney, Benbough, Fay and Adams.

NOES\*---None.

ABSENT-None.

and signed in open session thereof by the President of said Common Council, this 10th day of September, 1913.

D. K. Adams,

President of the Common Council of the City of  
San Diego, California.

I HEREBY CERTIFY that the foregoing ordinance was by a two-thirds vote of all the members of the said Common Council, present, put on its final passage at its first reading, this 10th day of September, 1913.

Allen H. Wright,

City Clerk of the City of San Diego, California, and Ex Officio

Clerk of the Common Council of the City of San Diego.

(SEAL)

By W. E. Bartlett Deputy.

I HEREBY APPROVE the foregoing ordinance this 16th day of Sept. 1913.

Charles F. O'Neill

(SEAL) Attest:

Mayor of the City of San Diego, California.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By W. E. Bartlett Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between GEORGE A. BINNEY & COMPANY and CITY OF SAN DIEGO, CALIFORNIA for Collection and disposal of Garbage, being Document No. 112737.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

LEASE

THIS INDENTURE, made this 12th day of September, 1917, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City, under and by virtue of the authority conferred by Ordinance No. 7079 of the ordinances of The City of San Diego, authorizing the execution of this lease, and J. J. AMES, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described property situated in The City of San Diego, County of San Diego, State of California, more particularly described as follows:

Pueblo Lot 1102 of the Pueblo Lands of The City of San Diego, now owned by said City.

For the term of two years commencing with the date hereof and ending two years herefrom, at a rental of twenty dollars (\$20.00) for the first year, and thirty dollars (\$30.00) for the second year, payable in advance at the office of the City Treasurer of the said City.

It is expressly understood and agreed by both parties hereto that the said City shall have the right and such right is hereby expressly reserved, to terminate this lease at any time upon thirty days' written notice and a proportionate refund to the Lessee of any rentals paid hereunder.

And the said Lessee does hereby covenant, promise and agree to pay said City the said rent in the manner hereinabove provided, and to perform the covenants herein contained, and 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 thereof will permit.

And said City does hereby agree that the Lessee may remove from said premises any improvements which said Lessee may place thereon; provided that said improvements be removed within six (6) months after the termination of this lease for any cause.

And said City does hereby covenant, promise and agree that said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably have, hold and enjoy the said premises for the term aforesaid.

IN WITNESS WHEREOF, 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.

By John L. Bacon

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

J. J. Ames

Lessee.

I hereby approve the form of the foregoing Lease, this 10th day of September, 1917.

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 OF PUEBLO LOT 1102 to J. J. AMES, being Document No. 111529.

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 19th day of November, 1917, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City, under and by virtue of the authority conferred by Ordinance No. 7174 of the ordinances of The City of San Diego, authorizing the execution of this lease, and L. W. NIETMANN, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described property situated in The City of San Diego, County of San Diego, State of California, more particularly described as follows:

The East half of Pueblo Lot 1785 of the Pueblo Lands of The City of San Diego, according to the map made by James Pascoe in 1870, now owned by said City.

For the term of one year, commencing November 19, 1917, at a yearly rental of twenty dollars (\$20.00), payable annually in advance.

And said Lessee does hereby covenant, promise and agree to pay said City the said rent in the manner hereinabove provided, and to perform the covenants herein contained, and 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 thereof will permit.

Said Lessee further covenants and promises and agrees to use and maintain said property for grazing and pasturage purposes only; provided, that if said premises are used for any purpose other than those herein specified, or in case said rental is not paid as herein provided, said City may terminate this lease.

And said City does hereby covenant, promise and agree that said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably have, hold and enjoy the said premises for the term aforesaid.

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

THE CITY OF SAN DIEGO.

(SEAL) ATTEST:

Allen H. Wright, City Clerk.

By Hugh A. Sanders, Deputy City Clerk

John L. Bacon,

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

L. W. Nietmann

Lessee.

I hereby approve the form of the foregoing lease, this 16th day of October, 1917.

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 of P. L. 1785 to L. W. NIETMANN, being Document No. 112151.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

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

THIS CONTRACT, entered into this 12th day of December, 1917, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, hereinafter to be termed the City and James Kennedy, Contractor for the Lower Otay Dam, hereinafter to be termed the Contractor.

WITNESS: That the City, for and in consideration of the agreements herein contained on the part of the Contractor does hereby let and grant to the Contractor its right to use two certain telephone wires formerly the property of the Coronado Beach Company, and the use of those certain telephone poles now in use and owned by the City between the Town of Otay in the said County, and the Lower Otay Dam, being a distance of approximately ten miles, such use of said poles by the Contractor to consist of attaching two telephone wires to said poles by proper insulators.

The duration of this contract shall be for the period of the Contract between the City and the Contractor for the construction of the Lower Otay Dam.

The Contractor for and in consideration of the rights acquired hereunder hereby agrees that at the expiration of his contract with the City for the construction of the Lower Otay Dam to turn over unincumbered its telephone lines and insulators in their entirety to the City to be the property of the City.

The Contractor agrees to maintain his telephone lines upon the said poles in such repair as not to interfere with the efficiency of other lines upon said poles and properly make all necessary repairs to the lines he uses at the expense of the Contractor and in event of the Contractor's failing or neglecting to keep said lines in good repair, the City may make said repairs at the expense of the Contractor.

The Contractor further agrees not to install upon said poles and lines of said City any telephones other than at the Lower Otay Dam without securing the approval of the City and not to allow any of the wires included in this contract to carry more than 500 volts and not to ground the current on any of its said wires.

The Contractor shall indemnify and hold harmless the City from damages arising by reason of his use of the City's property named herein

The Contractor shall make all arrangements for telephone service with the telephone

Company and be solely responsible for the payment to the said Company of all charges for such use.

That in case of emergency the City shall have first opportunity to use the lines which under this agreement are to be used and extended by the Contractor.

That the Contractor's rights under this contract shall be unassignable and shall not inure to the benefit of any successor of said contractor and nothing in this contract shall be constructed as vesting in said Contractor any ownership, special or otherwise in any of the property.

IN WITNESS WHEREOF, the said 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, the day and year first above written.

THE CITY OF SAN DIEGO,

By John L. Bacon,

Howard B. Bard,

Virgilio Bruschi

Walter P. Moore

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright, City Clerk,

By Hugh A. Sanders, Deputy City Clerk.

James Kennedy,

By John P. Kennedy

I hereby approve the form of the foregoing contract this 4th day of December, 1917,

T. B. Cosgrove, City Attorney.

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of Document No. 113376 of the Documents on file in the Office of the City Clerk of the City of San Diego, California.

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 10th day of December, 1917, 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, State of California, 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 north-easterly 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 the City of San Diego, to the place of beginning.

For a period of time extending from the 1st day of January, 1918, to the 31st day of December, 1918, 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 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 hereunto set their hands, and the said Lessee herein has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By John L. Bacon,

Howard B. Bard,

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright, City Clerk.

E. T. Lockyer,

I HEREBY APPROVE, the form of the within Lease this 5th day of December, 1917.

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 Document No. 113306, filed in the office of the City Clerk of The City of San Diego, California, on the 10th day of December, 1917.

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 21st day of November, 1917, 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. S. SIMAS, J. S. MONTERO AND M. G. LEWIS, co-partners, 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 the easterly corner of that certain tract leased to the San Diego Packing Company, as described in Ordinance No. 6386 of the Ordinances of The City of San Diego; thence southeasterly on a line parallel to and distant 100 feet southwesterly from the southwesterly line of Emerson Street produced to an intersection with the U. S. Pier-head line/a distance of 50 feet to a point; thence northwesterly on a line parallel to and distant 150 feet southwesterly from the southwesterly line of Emerson Street produced to the southerly corner of the said San Diego Packing Company's lease; thence northeasterly along the southeasterly line of said San Diego Packing Company's lease, 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 years expiring December 27th, 1930, at the following rentals: During the years 1917 and 1918, the sum of five dollars (\$5.00) per month; in December of the year 1918 the Common Council of said The City of San Diego shall determine the rental to be paid during the remainder of the term of said Lease; said rentals to be payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said the 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 Lessees, in accepting this Lease, acknowledge 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 27th day of December, 1930, 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 lessees herein named shall have the right to sublet the said lands, or any part thereof, which sub-leasees 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.

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, Said wharf so constructed to be in accordance with the ordinances of The City of San Diego. Said wharf shall be used in conjunction with the present plant of the Lessees, for the purpose of handling fish.

It is further specifically covenanted and agreed that the Lessees herein named shall, within a period of seven days from and after the execution of this lease, begin the construction and erection of said wharf, and work will be completed on the same within sixty days after such commencement. It is further covenanted and agreed that the amount to be expended in the construction of said wharf shall be not less than One Thousand Dollars (\$1000.00), and the failure of said Lessees to expend said sum of One Thousand Dollars (\$1000.00) in the time hereinabove specified shall be sufficient to warrant the cancellation of this lease by said Common Council.

(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 <sup>hereby</sup> 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 Lessees to remove at his own cost and expense from any such right of way so reserved for railroad purposes any materials or buildings which they may have placed or erected 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 and 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 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 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 premises, 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.

SAN DIEGO PACKING CO.

By M. S. Simas

J. S. Monteiro, Lessees.

THE CITY OF SAN DIEGO,

John L. Bacon,

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright, City Clerk

I HEREBY APPROVE the form of the foregoing lease, this 21st day of November, 1917,

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 Document No. 112781 filed in the office of the City Clerk of The City of San Diego California, on the 21st day of November, 1917.

Allen H. Wright,

City Clerk of the City of San Diego, California,

By ya 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 CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Five hundred fifty-five dollars (\$555.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of December, 1917.

WHEREAS, the above bounden San Diego Consolidated Gas & Electric Company has

entered into a contract with The 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 necessary for 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, for the period of two (2) years from and after the 30th day of November, 1917, to-wit, to and including the 30th day of November, 1919, all as required 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 CASUALTY AND SURETY 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 20th day of December, 1917.

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. 23392, passed and adopted on the 19th day of December, 1917, require and fix the sum of \$555.00 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 of San Diego.

THIS AGREEMENT, made and entered into this 24th day of December, 1917, by and between the 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 said City of San Diego, all of 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 two (2) years from and after the 30th day of November, 1917, to-wit: to and including the 30th day of November, 1919.

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. 111121, on file in the office of the City Clerk of said City of San Diego.

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 \$441.60, 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 \$18.40, until said sum of \$441.60 shall have been fully paid.

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 \$1766.40, 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 "Loma Portal Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of \$73.60, until said sum of \$1766.40 shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of \$1766.40 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 1913, page 421), and that in pursuance of said Act an assessment has been levied for said sum of \$1766.40.

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 \$441.60), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said party of the first part 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 A. H. Sweet,  
Vice President.

(SEAL) ATTEST:

M. B. Fowler  
Secretary

THE CITY OF SAN DIEGO.

By John L. Bacon  
Howard B. Bard  
Virgilio Bruschi  
Walter P. Moore  
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

I hereby approve the form of the foregoing Agreement, this 20th day of December 1917.

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 and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, for Lighting Loma Portal, being Document No. 113562.

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 24th day of December, 1917, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City, under and by virtue of the authority conferred by Ordinance No. 7198 of the ordinances of The City of San Diego, authorizing the execution of this lease, and WILLIAM W. BAILES, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described property situated in The City of San Diego, County of San Diego, State of California, more particularly described as follows:

The northwest quarter of Pueblo Lot 1329 of the Pueblo Lands of The City of San Diego, according to the map thereof made by James Pascoe in 1870, now owned by said City;

For the term of one year, commencing December 23rd, 1917, at a yearly rental of ten dollars (\$10.00) payable annually in advance.

And said Lessee does hereby covenant, promise and agree to pay said City the said rent in the manner hereinabove provided, and to perform the covenants herein contained, and 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 thereof will permit.

Said Lessee further covenants and promises and agrees to use and maintain said property for agricultural purposes only; provided, that if said premises are used for any purpose other than those herein specified, or in case said rental is not paid as herein provided, said City may terminate this lease.

And said City does hereby covenant, promise and agree that said Lessee, paying

said rent and performing the covenants aforesaid, shall and may peaceably have, hold and enjoy the said premises for the term aforesaid.

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

THE CITY OF SAN DIEGO.

By John L. Bacon

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

William W. Bailes

Lessee.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

I hereby approve the form of the foregoing Lease, this 10th day of November, 1917.

T. B. COSGROVE, City Attorney.

By S. J. Higgins.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of portion P.L. 1329 to WILLIAM W. BAILES, being Document No. 112555.

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, John Wearn and Peter Oleson, co-partners, doing business under the firm name and style of WEARN and OLESON, as principals, and Cecil B. Grove and Hans F. Hirte, residents of the County of San Diego, State of California, as sureties, 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 eighty (280) 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 and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of January, A. D. 1918.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT WHEREAS, the above bounden principals, John Wearn and Peter Oleson, are 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 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 a cement concrete sidewalk, ten (10) feet in width, on the north side of Broadway, in said City, from the east line of Harbor Street to the west line of Atlantic Street (excepting such portion of the said sidewalk required by law to be kept in order or repair by any person or company having railroad tracks thereon); all as shown upon and according to the plans, drawings and typical cross-sections therefor contained in Document No. 112851, and according to the specifications contained in Ordinance No. 6300, on file in the office of the City Clerk of said City, and copies of which are on file in the office of the City Engineer of said City; a copy of which said plans, drawings and typical cross-sections contained in said Document No. 112851, and said specifications contained in said Ordinance No. 6300 is attached to said

contract, marked "Exhibit A," and made a part thereof; and reference is hereby made to said contract and to said plans, drawings, typical cross-sections and specifications for a particular description of the work to be done.

AND WHEREAS, the aforesaid penal sum of two hundred eighty dollars (\$280.00), 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 said 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, 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 27th, 1897," and approved May 1, 1911.

IN WITNESS WHEREOF, said principals and sureties have hereunto set their hands, the day and year first hereinabove written.

John Wearn

Peter Oleson

Principals.

Co-partners

Cecil B. Grove

Hans F. Hirte

Sureties.

State of California,) ss.  
County of San Diego.)

Cecil B. Grove and Hans F. Hirte 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 free-holder therein.

Cecil B. Grove,

Hans F. Hirte

Subscribed and sworn to before me

this 8th day of January, 1918.

(SEAL)

W. E. Bartlett

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

I hereby approve the form of the within Bond, this 8th day of January, 1918.

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 9th day of January, 1918.

Howard B. Bard

Virgilio Bruschi

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, JOHN WEARN and PETER OLESON, co-partners doing business under the firm name and style of WEARN and OLESON, as principals, and Cecil B. Grove and Hans F. Hirte, as sureties, all residents of the County of San Diego, State of California, are jointly and severally bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of one hundred forty dollars (\$140.00) 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 heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of January, 1918.

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 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 a cement concrete sidewalk, ten (10) feet in width, on the north side of Broadway, in said City, from the east line of Harbor Street to the west line of Atlantic Street, (excepting such portion of the said sidewalk required by law to be kept in order or repair by any person or company having railroad tracks thereon); all as shown upon and according to the plans, drawings and typical cross-sections contained in Document No. 112851 and according to the specifications contained in Ordinance No. 6300, on file in the office of the City Clerk of said City, and copies of which are on file in the office of the City Engineer of said City; a copy of which plans, drawings and typical cross-sections contained in said Document No. 112851 and said specifications contained in said Ordinance No. 6300 are attached to said contract, marked "Exhibit A," and made a part thereof; and reference is hereby made to said contract and to said plans, drawings, typical cross-sections 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 and sureties have hereunto set their hands the day and year first hereinabove written.

John Wearn

Peter Oleson

Co-Partners

Principals.

Cecil B. Grove

Hans F. Hirte

Sureties.

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

Cecil B. Grove and Hans F. Hirte, 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 free-holder therein.

Cecil B. Grove

Hans F. Hirte

Subscribed and sworn to before me

this 8th day of January, 1918.

(SEAL)

W. E. Bartlett

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

I hereby approve the form of the within Bond, this 9th day of January, 1918.

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 9th day of January, 1918.

Howard B. Bard

(SEAL) ATTEST:

Virgilio Bruschi

Allen H. Wright, City Clerk

Walter P. Moore

By Y. A. Jacques, Deputy

Members of the Common Council.

AGREEMENT.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 7th day of January, 1918, by and 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 JOHN WEARN and PETER C. OLESON, co-partners, doing business under the firm name and style of WEARN And OLESON, 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, transportation, material and supplies or other expenses of every kind and description necessary or incidental to the performance of the following work, to-wit:

The construction of a cement concrete sidewalk, ten (10) feet in width, on the north side of Broadway, in said City, from the east line of Harbor Street to the west line of Atlantic Street (excepting such portion of the said sidewalk required by law to be kept in order or repair by any person or company having railroad tracks thereon);

All of said work to be done as shown upon the plans, drawings and typical cross-sections contained in Document No. 112851, and according to the specifications contained in Ordinance No. 6300, on file in the office of the City Clerk of said City, and copies of which are on file in the office of the City Engineer of said City. A copy of which said plans, drawings, typical cross-sections contained in said Document No. 112851 and of said specifications contained in said Ordinance No. 6300 is attached hereto, marked "Exhibit A," and by reference thereto incorporated herein as fully as if each part thereof were printed or written out plainly herein.

Said contractors agree to do and perform all of the said work of constructing said sidewalk at and for the price of five hundred fifty-nine dollars (\$559.00).

Said contractors agree to commence said work of constructing said sidewalk 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 thirty days after the signing of this contract.

And 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 by said City, will

pay said contractors in warrants drawn against that certain item set aside for the purpose, being Item 124, of Series P, Operating Department Fund, as provided by section 11 of Ordinance No. 7014 of the ordinances of The City of San Diego, the said sum of five hundred fifty-nine dollars (\$559.00); said payments to be made as follows: 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 contractors thirty-five (35) days after the completion and acceptance of said work, and after said contractors 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.

Said contractors further agree that they 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 contractors further agree that they 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 they 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 work by the Common Council, the said contractors will repair or replace such damage at their 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 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.

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 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.

Further, said contractors hereby agree 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 their own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said city from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said contractors further agree to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractors are carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said 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 contractors further agree and covenant 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 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 the contractors consider any work required of them to be outside the requirements of this contract, or consider any record or ruling of the Manager of Operations as unfair, they 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 contractors unless authorized and directed by resolution of 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 in this agreement first above written.

THE CITY OF SAN DIEGO

By Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

John Wearn

Peter Oleson

Contractors.

I hereby approve the form of the foregoing Contract this 4th day of January, 1918.

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 WEARN & OLESON, construct sidewalk on north side of Broadway between Harbor & Atlantic Streets, being Document No. 113755.

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 7th day of January, 1918, 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 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, a distance of 300.02 feet easterly from a point where said mean high tide line is intersected by the easterly line of Crosby Street produced southerly; thence south  $38^{\circ} 34' 40''$  west, 254.94 feet to a point on the U. S. Bulkhead line as established in 1912; thence easterly along said U. S. Bulkhead line a distance of 25.00 feet; thence north  $38^{\circ} 34' 40''$  east, a distance of 255.53 feet to the mean high tide line; thence westerly along said mean high tide line a distance of 25.00 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 years to and including the first day of October, 1928, at a monthly rental of fifteen dollars (\$15.00) payable monthly in advance; 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 The 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege by ordinance duly adopted to terminate, change or modify this lease on thirty days' written notice served upon said Lessee.

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 thereon as may be necessary or convenient for canning, drying, curing and preserving fish. 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 (6) months from and after the execution of this lease, construct and erect certain buildings and structures and install certain

equipment, and expend in the construction and erection of such buildings and structures and in the installation of said equipment a sum of money not less than \$7000.00, and the failure of said Lessee to expend said sum of \$7000.00 on or before the 7th day of June, 1918, 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 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 further 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.

By Howard B. Bard

Virgilio Bruschi

Walter P. Moore.

Members of the Common Council.

Pacific Tuna Canning Co.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

(SEAL) ATTEST:

By A. J. Cohn, President.

L. C. Rice,

Secy.

I hereby approve the form of the foregoing Lease, this 7th day of January, 1918.

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 PACIFIC TUNA CANNING CO., being Document No. 113780.

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 CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Six hundred fifty (650) 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 15th day of January, 1918.

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 &amp; ELECTRIC COMPANY.

By H. H. Jones

President.

(SEAL)

M. B. Fowler,

Secretary.

## THE AETNA CASUALTY AND SURETY 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 15th day of January, 1918.

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. 23432, passed and adopted on the 14th day of January, 1918, require and fix the sum of \$650.00 as the penal sum of the foregoing undertaking.

Allen H. Wright,

(SEAL) 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 16th day of January, 1918, by and between THE 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 eighteen months from and after the 31st day of December, 1917, to-wit, to and including the 30th day of June, 1919.

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. 111956, on file in the office of the City Clerk of said City of San Diego.

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 \$518.40, 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 \$28.80, until said sum of \$518.40 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 \$2073.60, 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 \$115.20, until said sum of \$2073.60 shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of \$2073.60 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 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), and that in pursuance of said Act an assessment has been levied for said sum of \$2073.60.

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided for 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 \$518.40) nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said party of the first part 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 The 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 Howard B. Bard  
Virgilio Bruschi  
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 15th day of January, 1918.

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. 113932.

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 January, 1918, 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 U. S. STEEL SHIP BUILDING CORPORATION, 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 on the U. S. Bulkhead line as established in the year 1912, at a point south 50° 36' 30" east, 1185.1 feet from Station No. 111 on said Bulkhead Line; thence south 39° 23' 30" west, 1304.00 feet to an intersection with the U. S. Pierhead Line as established in the year 1912; thence south 34° 32' 45" east, along said Pierhead line, a distance of 104.06 feet to a point; thence north 39° 23' 30" east, a distance of 1332.79 feet to an intersection with the said Bulkhead line; thence north 50° 36' 30" west, along said Bulkhead Line, a distance of 100 feet to the point or place of beginning;

Also, beginning on said U. S. Bulkhead Line at a point south 50° 36' 30" east, 1535.10 feet from Station No. 111 on said Bulkhead line; thence south 39° 23' 30" west 1404.77 feet to an intersection with the said U. S. Pierhead Line; thence south 34° 32' 45" east, along said Pierhead Line, a distance of 104.06 feet to a point; thence north 39° 23' 30" east, 1433.56 feet to an intersection with the said Bulkhead Line; thence north 50° 36' 30" west, along said Bulkhead Line a distance of 100 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 years beginning January 1st, 1918, and terminating January 1st, 1968. The land covered by this lease being adjacent to the land heretofore leased by said Common Council according to the terms and conditions set forth in Document No. 111952 filed in the office of the City Clerk October 8th, 1917, and having been intended by said Common Council to have been covered by said former lease, the rental for the present lease shall be nominal in the sum of One Dollar (\$1.00) per year. Said rental payable annually in advance at the office of the Harbor Master and Wharfinger of said City, 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege by ordinance duly adopted, to terminate, change or modify this lease on thirty days written notice served upon said Lessee.

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, maintenance and operation of wharves thereon, said wharves to adjoin and to be used in connection with certain tide lands leased according to the terms and conditions set forth in Document No. 111952, filed in the office of the City Clerk October 8th, 1917; and the right is hereby granted to the use of the waters upon said lands and adjacent thereto for the purpose of docking and launching vessels, and for such other uses and purposes as may be necessary to conduct and carry on a general ship-building business.

It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of six months after the execution of this lease, begin the construction of said wharves and said work of construction to be completed within one year thereafter. It is covenanted and agreed that the amount to be expended in the construction of said wharves shall be not less than ten thousand dollars (\$10,000.00), and the failure of said Lessee to expend said sum of ten thousand dollars on or before the 1st day of January, 1919, 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 further 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

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council

U. S. STEEL SHIP BUILDING CORPORATION

By Benjamin S. Graham

(SEAL) ATTEST:

Ellis Geiger  
Secretary.

President

I hereby approve the form of the foregoing lease, this 18th day of January, 1918.

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 U. S. SHIPBUILDING CORPORATION, being Document No. 113972.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

The City of San Diego, a municipal corporation, and The San Diego Land Corporation, a private corporation, mutually agree as follows:

1. That the City shall have, and it is hereby given, the license to use a private road of the Land Corporation, and any subsequent changes therein, now existing upon its Otay Rancho in the county of San Diego, state of California, from a point marked "A" on the attached blue print, to a point marked "B" thereon.

2. That such road shall be used by the City as a means of access to and from its pipe-line, as shown upon such blue print, and for no other purpose whatsoever.

3. That the City shall in no manner obstruct the free use of such road, nor do any heavy hauling or freighting thereover, and shall at its own expense immediately repair any damage thereto, or to any gate.

4. That the Land Corporation shall not be liable for the condition of such road, and may place gates across the same wherever it may desire, and may make such regulations respecting the use thereof, as it from time to time may see fit.

5. That the City shall, without exception, after each use close all gates which may be placed across such road, and lock such thereof as the Land Corporation may desire locked, and shall be liable for any and all damage resulting from any failure to do so. And respecting the locking of such gates, it is agreed that it shall be accomplished by a chain or chains and two locks, one of the locks to belong to the City, and the other to belong to the Land Corporation, and the parties to retain the keys to their own respective locks and the key of the City to remain under the control and custody of the supervisor of its impounding system, and not to be used promiscuously or otherwise than with the latter's knowledge and consent.

6. That the City shall also have, and it is hereby given, the license to erect and maintain suitable gates in the fences of the Land Corporation, at the points on its Otay Rancho marked "C" and "D" on the attached blue print, and at such other places therein as the Land Corporation may authorize in writing.

7. That such gates shall be used by the City as a means of access to and from its telephone line, as shown upon such blue print, and for no other purpose whatsoever.

8. That the latter gates shall be erected and maintained at the expense of the City, and to the satisfaction of the Land Corporation, and shall be closed and locked in the same manner as hereinbefore provided for the gates across the road.

9. That in the use of such gates, and the land within such fences, the City shall do no damage to crops or property thereon, and shall be liable for any and all damage resulting from its use of such land and such gates, including its failure to keep the latter closed and locked.

10. That no consideration has been given to the Land Corporation for this agreement, and it is merely a license revokable at the will of the latter, and the City does not now claim, and shall never hereafter claim any right to the use of the roads or gates herein referred to, except by reason of the provisions hereof, each and all of which it agrees to strictly observe and perform.

In witness whereof, the parties have caused their corporate names and seals to be hereunto subscribed, by their duly authorized agents, this 28th day of January, 1918.

The City of San Diego

By Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

The San Diego Land Corporation

by Wm. H. Sallmon,

First Vice-President

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

(SEAD) ATTEST:

F. J. Jennings,

Secretary.

I hereby approve the form of the foregoing agreement January 23rd, 1918.

T. B. Cosgrove

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

( BLUE PRINT )

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT between SAN DIEGO LAND CORPORATION and CITY OF SAN DIEGO, CALIFORNIA, for R/W across Otay Rancho, being Document No. 114084.

(SEE DRAWING NO. 352-B ON FILE IN)  
(CITY ENGINEER'S OFFICE )

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 4th day of March, 1918, 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 south half of the southwest quarter of section 3; the southeast quarter of the southeast quarter of section 4; the east half of the northeast quarter and the northeast quarter of the southeast quarter of section 9; the northwest quarter, and the northwest quarter of the southwest quarter of section 10; the south half of the south half of section 13; the south half of the southeast quarter, the northwest quarter of the southeast quarter, the southeast quarter of the southwest quarter and the north half of the southwest quarter of section 14; the northeast quarter of the southeast quarter, the south half of the northeast quarter and the northwest quarter of the northeast quarter of section 15; the northeast quarter of the northeast quarter of section 24; all in Township 17 South, Range 3 East, S. B. M., in the County of San Diego, State of California; also the northwest quarter of the northwest quarter of section 19, Township 17 South, Range 4 East, S. B. M., in said County of San Diego, State of California.

For a term of one year from and after the 4th day of March, 1918, at a rental of Two Hundred Dollars (\$200.00) for the said year, payable in advance on the first day of the term.

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.

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 upon payment of the said rent and performance of the covenants aforesaid, 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.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

THE CITY OF SAN DIEGO.

Howard B. Bard

Virgilio Bruschi

Walter P. Moore,

Members of the Common Council

Sicilio Salazar

Lessee.

I hereby approve the form of the foregoing Lease, this 2nd day of March, 1918.

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 CERTAIN CITY LANDS to SICILIO SALAZAR, being Document No. 114651.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Yd Jacques Deputy.

# L E A S E

THIS INDENTURE OF LEASE, made and entered into this 2nd day of January, 1918, 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 NEPTUNE SEAFOOD 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 3, 4, 5, 6 and 7 in Block 3, Municipal Tide Lands Subdivision Tract No. 1, as shown on map on file in the City Engineer's office of The City of San Diego.

To have and to hold the said premises, and each and every part and parcel there-

of unto the said Lessee, for the term of years to and including the 31st day of December, 1939, at a monthly rental of one hundred dollars during the years 1918, 1919, 1920 and 1921 and in December of the year 1921 the Common Council of said City shall determine the rental to be paid during the remainder of the term of said lease. All of 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege by ordinance duly adopted, to terminate, change or modify this lease on thirty days written notice served upon said Lessee.

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 buildings and such other structures as may be necessary or convenient for the operation of a plant for canning sea foods. 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 ninety 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 fifty thousand dollars (\$50,000.00), and the failure of said Lessee to expend said sum of fifty thousand dollars (\$50,000.00) on or before the 2nd day of April, 1918, 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 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 further 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.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

THE CITY OF SAN DIEGO

Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council

NEPTUNE SEA FOOD COMPANY

ATTEST:

R. Spinning

Auditor

By N. C. Sprague V. P. (SEAL)

I HEREBY APPROVE the form of the foregoing Lease, this 2nd day of January, 1918.

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 NEPTUNE SEA FOOD COMPANY, being Document No. 113735.

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 this 13th day of February, 1918, by and between THE CITY OF SAN DIEGO, a municipal corporation located in the County of San Diego in the State of California, acting by and through the Common Council of said City, hereinafter called the City, and THE UNITED STATES OF AMERICA, represented by the Quartermaster of the United States Marine Corps, hereinafter called the Lessee, WITNESSETH, That:

First, - The City, for and in consideration of the rents, covenants, agreements, terms and conditions hereinafter mentioned and covenanted on the part of the lessee to be paid, performed, kept and observed, has leased and demised, and by these presents does lease and demise unto the Lessee, the following described real property situated in The City of San Diego, County of San Diego, State of California, said real property being more particularly described as follows:

Pueblo Lots 1304, 1306, 1325, 1326, 1327, 1330, 1331, the south half of Pueblo Lot 1332, the south half and the northeast quarter of Pueblo Lot 1333, all of Pueblo Lot 1334, the east half of Pueblo Lot 1336, the west half of Pueblo Lot 1324, all of Pueblo Lot 1329, save and excepting the northwest quarter thereof, all of Pueblo Lots 1322, 1321, 1317, 1318, 1319, and that certain portion of Pueblo Lots 1315 and 1316, being and lying north of the Linda Vista Road, of the Pueblo Lands of The City of San Diego, according to the map thereof made by James Pascoe in 1870, and on file in the office of the City Clerk of said City;

For the term beginning February 13th, 1918, and extending to and including June 30th, 1918; provided, however, that said City shall have the right, and it is hereby expressly understood and agreed by both parties hereto that such right is reserved in this agreement to said City to the use of Pueblo Lots 1322, 1321, 1317, 1318, 1319, and that portion of Pueblo Lots 1315 and 1316 lying and being north of the Linda Vista Road for pasturage purposes so long and during such length of time as the same is not in use and actually occupied by said lessee for military purposes.

Second. - It is further expressly understood and agreed that said lessee in further consideration of said rents, covenants, agreements, terms and conditions on the part of the lessee to be paid, performed, kept and observed, as hereinafter more particularly set forth and described, shall have the right, and said right is hereby expressly granted by said city to said lessee, to use for military purposes the following described land located and situated in the City of San Diego, County of San Diego, State of California, for such length of time during said term hereinabove specified as said land hereinafter described is not under cultivation for agricultural purposes by said City, said land being more particularly described as follows:

All of Pueblo Lots 1311, 1314, 1323, the east half of Pueblo Lot 1324, the west half of Pueblo Lot 1299, Pueblo Lots 1309, 1310, the east half of Pueblo Lot 1300 and that portion of Pueblo Lots 1315 and 1316 lying and being south of the Linda Vista Road, of the Pueblo Lands of The City of San Diego, according to said map made by James Pascoe.

Third. - It is further expressly understood and agreed by and between the part-

ies hereto that said lessee, in further consideration of the terms and conditions herein-after mentioned on the part of said lessee, shall have the right, and said right is hereby expressly granted to said lessee by said City, to use Torrey Pines Park, located and being in the City of San Diego, County of San Diego, State of California, and more particularly described as follows:

Pueblo Lot 1337, the west half of Pueblo Lot 1336, the northwest quarter of Pueblo Lot 1333, and the north half of Pueblo Lot 1332 of the Pueblo Lands of The City of San Diego, according to said map made by James Pascoe; for military purposes only, and for the term of years hereinabove specified in paragraph First of this agreement; provided, however, that the public shall at all times, except when in actual use and occupied by said lessee for military purposes, have free use of the same as and for a public park; provided, further, that no trees or shrubbery situated or growing in said park shall be destroyed or injured by any use made of said park by said lessee.

Fourth. - The City hereby covenants and agrees to pay during the term of this lease hereinabove mentioned or any renewal thereof, all property taxes and assessments whatsoever on the lands hereinabove specified, and to warrant and defend the lessee, its officers and agents, in the quiet and peaceable enjoyment and possession of said tract, as hereinabove specified, for the entire term of this lease, or any renewal thereof.

Fifth. - The City further covenants and agrees that the lessee, during the term of this lease or any renewal thereof, shall have the full, free and unrestricted use of all roads, subject, however, to the right of the public at all times to use said roads as and for public highways; and said lessee shall have all privileges within the above described land, and shall have the further right at any and all times during the term of this lease to connect at such point or points as it may deem desirable the area of the leased premises with the roads of the City of San Diego, and the further right to build new roadways and to improve existing roadways within the limits of the leased tract. Said lessee hereby agrees to maintain and upkeep at its own cost all public highways and all roads within said tract of land hereinabove described.

Sixth. - It is understood and agreed by and between the said City and said lessee that all structures, buildings or other improvements whatsoever that may be placed on said land by said lessee are to be and remain the property of the lessee, and unless the same are sold or otherwise disposed of said property is to be removed by the lessee at its sole cost and expense promptly on the termination of this lease.

Seventh. - It is further understood and agreed that the lessee is to have the right, except as hereinabove specified and subject to the limitations herein contained, to use, as it may deem appropriate, any part or all of said land hereinabove mentioned for any and all military purposes whatsoever, to establish target ranges, etc., including the right to cut, burn, remove or use for such purposes and in such manner as it may deem desirable, any timber standing or otherwise within the leased tract, save and except timber standing or growing or otherwise located in said Torrey Pines Park, as hereinabove specified; provided, however, that said lessee shall not cut, burn, remove or use for any purpose whatever any of said timber on the land hereinabove described without first having secured written consent and permit from the Manager of Operation of said City of San Diego to the use of said timber.

Eighth. - It is further understood and agreed by both parties hereto that said lessee shall have the option upon not less than one month's written notice to the city prior to the termination of this agreement, to renew this agreement upon the same terms and conditions annually during the period of ten years.

Ninth. - Said lessee hereby covenants and agrees that during the term of this lease said lessee will yield and pay rent in the manner hereinafter specified unto the said City at the rate of one dollar (\$1.00) per year, subject to the conditions of this agreement, said payment to be due on the last day of the term of the lease herein contained; provided, that the payment of rent hereunder, or any renewal thereof, shall not become due and payable until the City shall execute and deliver to the lessee a release to be approved by the Secretary of the Navy of claims against the United States arising under and by virtue of the occupation of said land by said lessee for military purposes.

Tenth. - Said lessee covenants and agrees that at the expiration of the tenancy hereunder to surrender and give up said leased land, together with the improvements thereon not placed by the lessee, in the like good order they were in at the occupation hereunder, ordinary wear and tear and damage by fire or other elements or by the military use of which said tract is put excepted.

Eleventh. - Said lessee further covenants and agrees that it will not, during the term aforesaid, assign this agreement, or any interest herein, without the consent of said city in writing being first had and obtained.

Twelfth. - No member of, or delegate or resident commissioner to the Congress, officer of the Navy, or any person holding any office or appointment under the Navy Department is or shall be admitted to any share or part of this agreement or any benefit to arise therefrom; provided, that this stipulation, if made with an incorporated company, shall not be construed to extend to member of, or delegates or resident commissioners to Congress.

Thirteenth. - It is further understood and agreed by both parties hereto that a waiver of one breach of any covenant or condition hereinabove contained shall not be taken or construed to be a waiver of any subsequent breach of the same condition or covenant or of the condition or covenant itself.

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, and attested by the City Clerk of said City, and the said Lessee has caused these presents to be executed by the Quartermaster of the United States Marine Corps of the United States of America, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright, City Clerk.

By Y. A. Jacques, Deputy City Clerk.

THE UNITED STATES

By Seth Williams

Major, Asst. Quartermaster  
a.r.s.

Signed, sealed and delivered in the  
presence of

J. J. O'Connell

I hereby approve the form of the within lease, this 11th day of February, 1918.

T. B. Cosgrove,

City Attorney of the City of San Diego, California.

By S. J. Higgins

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF PUEBLO LOTS to UNITED STATES OF AMERICA for use of U. S. MARINE CORPS, being Document No. 114403.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

# AGREEMENT OF LEASE.

THIS INDENTURE, made this 22nd day of April, 1918, by and between THE CITY OF SAN DIEGO, a municipal corporation located in the County of San Diego, State of California, acting by and through the Common Council of said City, hereinafter called the City, and J. J. RICHERT, of the County of San Diego, State of California, hereinafter called the Lessee, WITNESSETH, That:

First, - The City, for and in consideration of the rents, covenants, agreements, terms and conditions hereinafter mentioned and covenanted on the part of the lessee, to be paid, performed, kept and observed, has leased and demised, and by these presents does lease and demise unto the said Lessee, to be used by said Lessee for pasturage purposes only, the following described real property situate in the City of San Diego, County of San Diego, State of California, said real property being more particularly described as follows, to-wit:

All of Pueblo Lots 1293 and 1294, and the east half of Pueblo Lot 1295, of the Pueblo Lands of The City of San Diego; for the term beginning April 21st, 1918, and extending to and including April 20th, 1919.

Second, - It is expressly understood and agreed that said Lessee, in further consideration of said rents, covenants, agreements, terms and conditions on the part of the Lessee to be paid, performed, kept and observed, as hereinafter more particularly set forth and described, shall have the right, and said right is hereby expressly granted by said City to said Lessee to use for pasturage purposes only, for a term beginning April 21st, 1918, to and including April 20th, 1919, for such length of time during said term hereinabove specified as the said hereinafter described property is not used and actually occupied by the United States of America for military purposes, the following described land, to-wit:

The north half of Pueblo Lot 1316, the north half of Pueblo Lot 1317, the east half of Pueblo Lot 1321, and the south half of Pueblo Lot 1322, of the Pueblo Lands of The City of San Diego.

Third, - It is further understood and agreed by and between the parties hereto that said Lessee shall have the option upon not less than one month's written notice to the City prior to the termination of this agreement to renew this agreement upon the same terms and conditions annually during the period of five years from the date of the execution of this instrument.

Fourth, - Said Lessee hereby covenants and agrees that during the term of this lease said Lessee will yield and pay rent, in the manner hereinafter specified, unto the said City at the rate of one dollar (\$1.00) per acre per year, subject to the conditions of this agreement, said payment to be due on the last day of the term of the lease herein contained.

Fifth, - Said Lessee covenants and agrees that at the expiration of the tenancy hereunder to surrender and give up said lease~~d~~ land, together with improvements thereon in like good order that they were in at the occupation hereunder, damage by the elements excepted.

Sixth, - Said Lessee further covenants and agrees that he will not during the term aforesaid assign this agreement, or any interest herein without the consent of said City in writing being first had and obtained.

Seventh, - Said Lessee further covenants and agrees that he will at his own expense construct, maintain and keep in repair all fences enclosing said land hereinabove described, and shall prevent any cattle or stock belonging to said Lessee from trespassing upon any lands not mentioned in this lease or upon any cultivated lands belonging to said City. That said fences shall be constructed of four barbed wires with posts at intervals of not more than ten feet.

It is further expressly understood and agreed by the parties hereto that should any cattle belonging to said Lessee, or owned or controlled by said Lessee, trespass on any property belonging to said City and not covered by this lease, the city shall have the right, and it is hereby expressly given the right to impound and hold the cattle so trespassing for any damages which the city may sustain by reason of such trespass.

In case said Lessee fails, refuses and neglects to pay said damages within ten days from the date of the receipt of notice thereof, said City shall have the right to sell sufficient number of said cattle as will pay any damage caused by such trespass.

Eighth, - It is further expressly understood and agreed by and between the respective parties hereto that in the event that said Lessee fails to comply with all the foregoing provisions and conditions the City of San Diego may cancel this lease by giving thirty days' written notice to said Lessee.

Ninth, - It is further expressly understood and agreed by said parties hereto that this lease is made and executed subject in all respects to that certain contract of lease entered into by and between The City of San Diego and the United States of America on the 13th day of February, 1918, wherein and whereby said City leased to said United States of America certain Pueblo Lots belonging to said City.

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, and attested by the City Clerk of said City, and said Lessee has hereunto set his hand and seal the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By Howard B. Bard

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

J. J. Richert

Lessee.

I hereby approve the form of the foregoing Agreement of Lease, this 18th day of March, 1918.

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 OF PUEBLO LANDS to J. J. RICHERT, being Document No. 114961.

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

By J. A. Jacques Deputy.

671. Q.M. Camp Kearney, #5. Number of Contract for the Contractor.

Q. M. C. Form No. 115.  
Authorized April 23, 1913, amended February 26, 1916.

CONTRACT FOR MISCELLANEOUS SERVICES.

To be used for purchase of water, gas, etc., and for engagement of such services as wagon transportation, shoeing animals, furnishing towels, laundering, drayage, hauling, ferry service, stevedoring, scavenger service, removing ashes and waste, disposal of garbage, etc. (The form will not be used in making contracts for construction and repair of public works, for electric current, or for telephone service.)

BETWEEN L. W. Moseley, Camp Quartermaster, Captain, QUARTERMASTER CORPS, U. S. A.

AND The City of San Diego

FOR Furnishing water

AT Camp Kearney, California.

DATE OF CONTRACT October 15, 1917. APPROPRIATION AND AMOUNT S.S. & T. 1918.

DATE EFFECTIVE Installation of Meter DATE EXPIRES June 30, 1918.

THESE ARTICLES OF AGREEMENT, entered into this 15th day of October, 1917, between L. W. Moseley, Camp Q. M. Captain, Quartermaster Corps, U. S. Army, for and in behalf of the United States of America, of the first part, and The City of San Diego (a municipal corporation existing under the laws of the State of California) in the County of San Diego, and State of California (hereinafter designated as contractor), of the second part, WITNESS:

That the said parties do hereby mutually covenant and agree to and with each other--- referring to any advertisement, circular to bidders, specifications, etc., here-to attached, or referred to herein, or pertaining hereto, and which, so far as they are applicable, form a part of this contract--- as follows:

1. That the contractor shall furnish the supplies and services, either or both, specified below, in the manner, at the rates or prices at the place or places and at the time or times during the period commencing with the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and ending with the 30th day of June, 1918, as follows:

To supply water for Camp Kearney at regular meter rates in force under the rules and regulations of the Water Bureau of the Operating Department of the City of San Diego, to-wit: at the rate of eight (8) cents per 100 cubic feet of water as measured by meter on the 12" water main supplying the camp. Bills to be rendered and paid monthly covering the water furnished during the previous calendar months.

The contractor shall comply with the following requirements for treatment of Cantonment Water Supply:

1. Thorough sanitary survey of each water system supplying, including catchment area, conduits, reservoirs and distributing system.
2. Elimination of human pollution by adequate guarding.
3. Daily bacteriological analyses of raw samples, obtained at a point on system as near as practicable to treatment plant.
4. Daily bacteriological analyses of water immediately after treatment, within not less than 100 feet below chlorinating plant.
5. Weekly turbidity tests of raw water from all sources from present time until two months after the last rains..
6. The use of sufficient coagulant at the filtration plant to hold up excess turbidity, success in treatment to be gauged by the laboratory reports.
7. Where no filtration is possible the use of coagulant immediately before precipitation, in sedimentation basins, should be used if liquid chlorine fails to give a certifiable water according to Interstate Commerce Act requirements.

8. Liquid chlorine to be fed continuously, (day and night) in such quantity as will insure a total count of one hundred organisms per c.c., or less, and absence of colon bacillus in three out of five 10 c.c. samples.

9. Prompt Daily reporting of the amount of chlorine fed per million gallons, both by computation from gauge reading at the chlorine plant, and by actual weighing of the chlorine cylinder, at a fixed hour daily, on a reliable and inspected scales.

10. Daily reporting of the gauge readings to determine the correctness of the chlorine feed per million gallons, each source supply.

11. Instructions to all water companies and sources of supply to notify the Sanitary Inspector, Camp Kearney, by telephone, immediately upon the discovery of a breakdown in either filtration, chlorination or impounding system.

12. Request for more frequent washing of the filter units during periods when turbidity is high.

13. All water delivered will be from impounding system. Mission Valley well water will only be used in case of some emergency shutting off other source, and in such event the Sanitary Inspector at Camp Kearney will be promptly notified.

2. That no laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of such work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work; and it is hereby stipulated that for each such violation of this provision a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which he shall be required or permitted to labor more than eight hours upon said work; and the amount of the penalties imposed according to this stipulation shall be withheld for the use and benefit of the United States from any moneys due or to become due under this contract whether the violation of the provision is by the contractor or by any subcontractor: Provided, That no penalties shall be imposed for any violation of this provision due to any extraordinary event or condition on account of which the President shall subsequently declare the violation to have been excusable: Provided further, That the President, by Executive Order, may waive the provisions and stipulations of this article of this contract during time of war or a time when war is imminent. On all questions arising under this article the finding of the contracting officer, when approved by the Quartermaster General of the Army, shall be final, subject to an appeal to the Secretary of War within six months thereafter, and to the right of the contractor within six months after decision by the Secretary of War to file a claim in the Court of Claims, as authorized by the act of Congress of June 19, 1912: And provided further, That the provisions of this article shall not apply to contracts for purchase of water, gas, etc., and for engagement of such services as transportation, drayage, hauling, and ferry service.

3. That in the performance of this contract the said contractor shall not, directly or indirectly, employ any person undergoing sentence of imprisonment at hard labor which may have been imposed by a court of any State, Territory, or municipality having criminal jurisdiction, nor permit such employment by any person furnishing labor or materials to said contractor for use in fulfillment of this contract.

4. That the contractor shall hold and save the United States, and all officers and agents thereof, harmless from and against all demands of any nature or kind for or on account of the use and continued use of any patented article, combination, or process which may apply to or affect the articles, materials or services furnished under this contract.

5. That for and in consideration of the faithful performance of the stipulations of this contract, the contractor shall be paid, at the office of the contracting officer, or by a disbursing officer designated to make payments, the prices stipulated in Article 1 of this contract, for the supplies delivered and accepted or for the services satisfactorily performed. Payments will be made monthly as a rule, upon bills to be rendered by the contractor, if funds are on hand for the purpose, or as soon thereafter as is practicable.

I HEREBY CERTIFY that, in the matter of Contracts to which the City of San Diego, California, is a party, Section 2, Chapter V, Article III of the Charter of said City requires that the City Attorney "shall approve in writing the drafts of all contracts before the same are entered into on behalf of the city"; also Section 6 of Ordinance No. 5051 of the Ordinances of the City of San Diego, California, provides that every contract "shall be signed on behalf of the City at a regular meeting of the Common Council, by a majority of the members of said Common Council, and the corporate seal of the City shall be affixed thereto, attested by the City Clerk"; further, that JOHN L. BACON, VIRGILIO BRUSCHI and WALTER P. MOORE are duly elected Members of the Common Council of the City of San Diego, California, and constitute a majority of said Common Council.

Dated, Nov. 23rd, 1917

Allen H. Wright,

(SEAL)

City Clerk of the City of San Diego, Cal.

6. That it is expressly agreed and understood that this contract shall be non-effective 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 section 3732 of the Revised Statutes of the United States, it is agreed that the supplies or services specified herein, so far as authorized by said section, shall be furnished at the times and manner required under this contract, and that payments for the supplies so delivered or services so performed shall be made as soon as is practicable after funds are appropriated and are available.

7. That in case of the failure of the contractor to perform any part of this contract, the party of the first part, or his successor, shall have the right to supply the deficiency by procurement in open market, or otherwise, purchasing any of the supplies or services at such place as he may elect, with the view of obtaining the same promptly and at the same time endeavoring to secure fair and reasonable prices (the supplies or services procured to be the kind specified herein, as near as practicable under the circumstances obtaining), at the expense of the contractor; and in case failure should occur prior to the time fixed for performance of all parts of the contract, the right is hereby reserved to the United States to elect whether the contractor shall be permitted to continue performance as to such remaining part (deficiency by reason of any further failure to be supplied as above) or whether the entire unperformed part shall be procured at the expense of the contractor. In event, however, of the granting of additional time for performance, the cost of inspection and other expenses and damages to the United States over what would have been incurred had performance been accomplished by the time originally fixed therefor, if any, except in so far as the same may arise from delays for which the United States is responsible, as determined in each of these particulars by the officer in charge or higher authority, shall be charged to the contractor and may be deducted from any money due or to become due said contractor from the United States: Provided, That where additional time has been granted the United States shall also have the right to cause

the remaining part of the contract, or any portion thereof, to be taken from the contract-  
or whenever, in the opinion of the officer in charge, reasonable and satisfactory progress  
is not being made, and to secure completion at the expense of the contractor, including  
charges as above on account of delays.

8. That there shall be no transfer of this contract or of any interest therein  
by the contractor to any other party, and in case of the violation of this provision the  
United States, reserving all rights of action for any breach of this contract by the con-  
tractor, may refuse to carry out this contract with either the transferer or the transferee.

9. 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 Stats., 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 ex-  
tend, to any contract made with an incorporated company for its general benefit.

10. That, at the option of the United States, this contract, with all its  
at the existing regular rates given to other consumers in the same class,  
covenants and agreements, may be renewed yearly/as often as the needs of the public ser-  
vice may require, so as to give the United States continuous service, not extending, how-  
ever, beyond the thirtieth day of June, 1922. But no renewal shall be made to include  
more than one fiscal year; and the United States reserves the right to terminate this  
contract at any time within the period for which the same is made or may be renewed by  
giving thirty days' notice in writing to the contractor or agent.

In witness whereof the parties aforesaid have hereunto placed their hands the  
date first hereinbefore written.

Witnesses:

Louis W. Pratt	as to	L. W. Moseley
Capt. Q.M. U.S.R.		MAJOR Q.M. CORPS
		Quartermaster Corps, U. S. Army.
		CAMP QUARTERMASTER.

Allen H. Wright	(	as to John L. Bacon
City Clerk	(	as to Virgilio Bruschi
(SEAL)	(	as to Walter P. Moore.

Members of Common Council.

I HEREBY APPROVE the form of the foregoing Contract, this 20th day of  
November, 1917.

T. B. Cosgrove,  
City Attorney of The City of San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy  
of CONTRACT with Q.M.DEPARTMENT, U. S. A. for Supplying Water for Camp Kearny, being  
Document No. 115557.

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 4th day of May, 1918, 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 W. I. TURCK, 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:

Lots Five (5), Six (6), Seven (7), Eight (8) and Nine (9), in Block One (1), Municipal Tide Lands Subdivision, Tract No. One (1), as shown on map on file in the City Engineer's office of The City of San Diego.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of years to and including the 4th day of April, 1943, at a monthly rental of One hundred dollars (\$100.00) during the years 1918, 1919, 1920, and 1921, and in April of the year 1921 the Common Council of said City shall determine the rental to be paid during the remainder of the term of said lease. All of 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 re-adjust and increase the rental at any time as herein provided.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege by ordinance duly adopted, to terminate, change or modify this lease on thirty days' written notice served upon said Lessee.

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 buildings and such other structures as may be necessary or convenient for the operation of a plant for canning purposes and fishing industries. 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 Five 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 fifteen thousand dollars (\$15,000.00), and expend in the installation of equipment in said buildings and structures a sum of money not less than twenty-five thousand dollars (\$25,000.00); and the failure of said Lessee to expend said sum of forty thousand dollars (\$40,000.00) on or before the 4th day of October, 1918, shall be sufficient to warrant the cancellation of this lease by said Common Council.

(2) Building and Equipment. All buildings to be erected upon the lands included

in this lease shall be in general conformity with the specifications hereto attached and marked "Exhibit A."

Plans and specifications of all buildings or other structures, and their equipment, and of all work upon the property included in this franchise shall be submitted to the Manager of Operation of The City of San Diego, and shall be approved by him before work shall be commenced on any such buildings or structures. These plans and specifications, in any event, shall provide as follows:

(a) The inside walls of all buildings, except those used exclusively for warehouse purposes shall be of smooth cement, or cement plastered, in order to admit of thorough washing and scrubbing.

(b) All ceilings and overhead timbers shall be of smooth surface, and covered with white washable paint.

(c) The floors of all buildings except those used exclusively for labeling or for warehouse purposes shall be of the best character of cement, troweled to a smooth finish, or covered with some approved material which will make them impervious to oils or water.

(d) The floors of all buildings except those used for labeling and warehouse purposes shall be so constructed that they can be easily flushed. All floors and drains should have sufficient pitch to carry the wash readily.

(e) Toilet rooms shall be well ventilated, shall contain plumbing which will conform to city ordinances, and shall be screened.

(f) Locker doors shall be of wire in order that inspection can readily be made, and the locker room shall be well ventilated.

(g) All outside platforms must be so constructed that all wash water will drain into catch spoutings, which shall empty into the sewer system.

(h) All drain pipes in buildings shall be of size adequate for double the amount that is considered necessary, and shall be equipped with the necessary sanitary flush traps.

(i) No drainage whatsoever from the plant shall flow directly to the beach or upon the land in or about the plant.

(j) All openings into the drainage system shall be protected with 1/4 inch mesh wire screens.

(k) Disposition of all drainage, wash water and sewage shall be in accordance with plans and specifications approved by the Manager of Operation, and shall comply with health regulations.

(l) All cutting tables shall be so constructed that they may be scrubbed and cleaned.

(m) The reduction plant shall be of the most modern, sanitary type, and shall be operated so that all objectionable odors will be eliminated.

(n) Boilers of sufficient capacity shall be used to properly care for all carriers and pans, and they shall be thoroughly cleansed by boiling or steaming.

(3) Operation. It is stipulated that the industry conducted under this lease, and that all buildings thereon, and that all operation directly or indirectly connected with said industry, shall be conducted in such a manner that there will be no objectionable odors of any character, either within or without the buildings, and that the buildings and grounds shall at all times be kept in a sanitary condition.

Should any fish arrive at the wharf showing signs of decomposition, they shall be removed from the boats and disposed of in less than six hours after arrival. If an application of salt is needed to prevent partially decayed fish from giving out objection-

able odors, such salting shall be done promptly.

All heads of fish, viscera, or other refuse shall be conveyed promptly to the reduction plant, and must be processed before any signs of decomposition appear.

Vapors from the reduction plant cooker and dryer, and vapors from fish cookers shall be so handled that such vapor may be treated by adequate sprays, or otherwise, so that there will be no objectionable odors in or about the plant.

Dried scraps shall be removed from the premises as rapidly as possible and at no time shall there be in excess of thirty tons of dried scrap on the premises at one time.

No refuse of any kind shall be permitted to accumulate on the premises.

All cutting tables shall be scrubbed and cleaned as soon as the fish have been cleaned.

The plant shall be scrubbed and cleaned every day, and alkali and disinfectants used.

It is the intent, in granting this lease, that the holder thereof, his heirs, administrators, successors and assigns, shall so conduct this industry upon the lands or waters included in this lease that no unpleasant odors, or any nuisance whatsoever, whether stated specifically herein or not, shall be permitted to exist.

All sanitary regulations laid down by the National Canner's Association's system of regulation, all sanitary or other regulations prescribed by The City of San Diego, the State of California, the United States of America, or any other public authority shall be rigidly enforced.

It is expressly understood and agreed that this lease is revocable at the option of The City of San Diego through its properly constituted authorities in the event that said lessee, or his heirs, successors, administrators or assigns, do not conduct operations in, around or pertaining to the industry established under this franchise in conformity with the stipulations herein specified.

It is the intent that the above conditions and stipulations are to fully safeguard the city against any nuisance, unpleasant odors or other disagreeable factors pertaining to or arising from the industry proposed to be established under this franchise, but it is expressly understood and agreed by the lessee of this lease that if the requirements necessary to accomplish this object are not fully stated or set forth in this lease, all such requirements, whatsoever they may be, shall be fully carried out by the lease holder, or his heirs, administrators, successors or assigns.

Should any question of fact arise in relation to this lease, as to whether or not the industry conducted thereunder is conducted strictly in conformity with the purposes and intent herein set forth, then and in that event such question of fact shall be settled for all the purposes of this lease by a board to consist of the Presiding Judge of the Superior Court of the County of San Diego, the President of the Chamber of Commerce, and one member of the Clearing House of the Clearing House Banks of The City of San Diego, said member to be appointed for that purpose by said Clearing House Banks. And it is expressly understood and agreed that the conclusion of said Board shall be final in respect to matters considered by them.

(4) 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.

(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.

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.

(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 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 further 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.

By Howard B. Bard.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

Virgilio Bruschi  
Walter P. Moore  
Herbert R. Fay  
Members of the Common Council.

W. E. Turck,  
Lessee

I hereby approve the form of the foregoing Lease, this 29th day of April, 1918.

T. B. Cosgrove

City Attorney of The City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to W. E. TURCK, Being Document No. 115593.

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 4th day of May, 1918, 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 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, a distance of 350.02 feet easterly from a point where said mean high tide line is intersected by the easterly line of Crosby Street produced southerly; thence south  $38^{\circ} 34' 40''$  west, a distance of 256.11 feet to a point on the U. S. Bulkhead Line as established in the year 1912; thence westerly along said U. S. Bulkhead Line, a distance of 25.00 feet to a point; thence north  $38^{\circ} 34' 40''$  east, a distance of 255.53 feet to the mean high tide line; thence easterly along said mean high tide line a distance of 25.00 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 years to and including the 21st day of April, 1943, at a monthly rental of Fifteen Dollars (\$15.00) during the years 1918, 1919 and 1920, and in April of the year 1920, the Common Council of said City shall determine the rental to be paid during the remainder of the term of said lease. All of 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego, the right and privilege by ordinance duly adopted to terminate, change or modify this lease on thirty days' written notice served upon said Lessee.

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 buildings and such other structures as may be necessary or convenient for the operation of a plant for canning and preserving of fish. 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 Five Thousand Dollars (\$5000.00), and expend in the installation of equipment in said buildings and structures a sum of money not less than Five Thousand Dollars (\$5000.00); and the failure of said Lessee to expend said sum of Ten Thousand Dollars (\$10,000.00) on or before the 4th day of November, 1918, 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 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 further 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.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

THE CITY OF SAN DIEGO  
Howard B. Bard  
Virgilio Bruschi  
Walter P. Moore  
Herbert R. Fay  
Members of the Common Council.

(SEAL)

By H. E. Wheeler, Pres.

I HEREBY APPROVE the form of the foregoing Lease, this 29th day of April, 1918.

T. B. Cosgrove,

City Attorney of The City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to WHEELER-CHASE FISHERIES COMPANY, being Document No. 115595.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacquez Deputy.

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 21st day of May, 1918, 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 A. J. STEELE, P. H. STEELE and H. H. STEELE, co-partners, doing business under the firm name and style of STEELE PACKING COMPANY, 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 Bulkhead Line as established in 1912, which point is 70 feet northwesterly from the intersection of the northwesterly line of Juniper Street produced southwesterly with said United States Bulkhead Line; thence southwesterly on a line parallel to and distant 70 feet northwesterly from said northwesterly line of Juniper Street produced southwesterly, a distance of 250 feet; thence northwesterly on a line parallel to and distant 250 feet from said United States Bulkhead Line a distance of 50 feet; thence northeasterly on a line parallel to and distant 120 feet northwesterly from the northwesterly line of Juniper Street to said United States Bulkhead Line; thence southeasterly along said United States Bulkhead Line 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 the term of years to and including the 4th day of April, 1943, 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 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege, by ordinance duly adopted, to terminate, change or modify this lease on thirty days' written notice served upon said Lessee.

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 wharf and other structures as may be necessary or convenient for a canning industry. Said wharf to be of wooden construction and shall be two hundred fifty feet in length, and fifty feet in width. All structures so constructed to be in accordance with the ordinances of The City of San Diego. It is further

198

specifically covenanted and agreed that the Lessee herein named shall, within a period of thirty 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 One Thousand Dollars (\$1000.00), and the failure of said Lessee to expend said sum of One Thousand Dollars (\$1000.00) on or before the 1st day of July, 1918, shall be sufficient to warrant the cancellation of this lease by said Common Council.

(2) Buildings and Equipment. All buildings to be erected upon the lands included in this lease shall be in general conformity with the specifications hereto attached and marked "Exhibit A."

Plans and specifications of all buildings, or other structures, and their equipment, and of all work upon the property included in this lease shall be submitted to the Manager of Operation of the City of San Diego, and shall be approved by him before work shall be commenced on any such buildings or structures. These plans and specifications, in any event, shall provide as follows:

(a) The inside walls of all buildings, except those used exclusively for warehouse purposes shall be of smooth cement, or cement plastered, in order to admit of thorough washing and scrubbing.

(b) All ceilings and overhead timbers shall be of smooth surface, and covered with white washable paint.

(c) The floors of all buildings except those used exclusively for labeling or for warehouse purposes shall be of the best character of cement, troweled to a smooth finish, or covered with some approved material which will make them impervious to oils or water.

(d) The floors of all buildings except those used for labeling and warehouse purposes shall be so constructed that they can be easily flushed. All floors and drains should have sufficient pitch to carry the wash readily.

(e) Toilet rooms shall be well ventilated, shall contain plumbing which will conform to city ordinances, and shall be screened.

(f) Locker doors shall be of wire in order that inspection can readily be made, and the locker room shall be well ventilated.

(g) All outside platforms must be so constructed that all wash water will drain into catch spoutings, which shall empty into the sewer system.

(h) All drain pipes in buildings shall be of size adequate for double the amount that is considered necessary, and shall be equipped with the necessary sanitary flush traps.

(i) No drainage whatsoever from the plant shall flow directly to the beach or upon the land in or about the plant.

(j) All openings into the drainage system shall be protected with 1/4 inch mesh wire screens.

(k) Disposition of all drainage, wash water and sewage shall be in accordance with plans and specifications approved by the Manager of Operation, and shall comply with health regulations.

(l) All cutting tables shall be so constructed that they may be scrubbed and cleaned.

(m) The reduction plant shall be of the most modern, sanitary type, and shall be operated so that all objectionable odors will be eliminated.

(n) Boilers of sufficient capacity shall be used to properly care for all car-

riers and pans, and they shall be thoroughly cleansed by boiling or steaming.

(3) Operation. It is stipulated that the industry conducted under this lease, and that all buildings thereon, and that all operation directly or indirectly connected with said industry, shall be conducted in such a manner that there will be no objectionable odors of any character, either within or without the buildings, and that the buildings and grounds shall at all times be kept in a sanitary condition.

Should any fish arrive at the wharf showing signs of decomposition they shall be removed from the boats and disposed of in less than six hours after arrival. If an application of salt is needed to prevent partially decayed fish from giving out objectionable odors, such salting shall be done promptly.

All heads of fish, viscera, or other refuse shall be conveyed promptly to the reduction plant, and must be processed before any signs of decomposition appear.

Vapors from the reduction plant cooker and dryer, and vapors from fish cookers shall be so handled that such vapor may be treated by adequate sprays, or otherwise, so that there will be no objectionable odors in or about the plant.

Dried scraps shall be removed from the premises as rapidly as possible and at no time shall there be in excess of thirty tons of dried scrap on the premises at one time.

No refuse of any kind shall be permitted to accumulate on the premises.

All cutting tables shall be scrubbed and cleaned as soon as the fish have been cleaned.

The plant shall be scrubbed and cleaned every day, and alkali and disinfectants used.

It is the intent, in granting this lease, that the holder thereof, their successors, and assigns, shall so conduct this industry upon the lands or waters included in this lease that no unpleasant odors, or any nuisance whatsoever, whether stated specifically herein or not, shall be permitted to exist.

All sanitary regulations laid down by the National Canner's Association's system of regulation, all sanitary or other regulations prescribed by The City of San Diego, the State of California, the United States of America, or any other public authority shall be rigidly enforced.

It is expressly understood and agreed that this lease is revocable at the option of The City of San Diego, through its properly constituted authorities in the event that said Lessee, or its successors or assigns, do not conduct operations in, around or pertaining to the industry established under this lease in conformity with the stipulations herein specified.

It is the intent that the above conditions and stipulations are to fully safeguard the city against any nuisance, unpleasant odors or other disagreeable factors pertaining to or arising from the industry proposed to be established under this lease, but it is expressly understood and agreed by the Lessee herein that if the requirements necessary to accomplish this object are not fully stated or set forth in this lease, all such requirements, whatsoever they may be, shall be fully carried out by the said Lessee, its successors or assigns.

Should any question of fact arise in relation to this lease, as to whether or not the industry conducted thereunder is conducted strictly in conformity with the purposes and intent herein set forth, then and in that event such question of fact shall be settled for all the purposes of this lease by a board to consist of the Presiding Judge of the Superior Court of the County of San Diego, the President of the Chamber of Commerce, and one member of the Clearing House of the Clearing House Banks of The City of San Diego,

said member to be appointed for that purpose by said Clearing House Banks. And it is expressly understood and agreed that the conclusion of said Board shall be final in respect to matters considered by them.

(4) 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.

(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 not be 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.

(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 further 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 Lessees, A. J. Steele, P. H. Steele, and H. H. Steele, have hereunto subscribed their names and the name of said co-partnership, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By Virgilio Bruschi

T. J. Fisher

Walter P. Moore

Members of the Common Council.

A. J. Steele

Harry H. Steele

Paul H. Steele

Allen H. Wright, City Clerk

By Y.A. Jacques, Deputy

(SEAL) ATTEST:

I HEREBY APPROVE the form of the foregoing Lease, this 21st day of May, 1918.

T. B. Cosgrove

City Attorney of the City of San Diego.

S. J. Higgins, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to STEELE PACKING COMPANY, being Document No. 115977.

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 4th day of May, 1918, 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 A. J. STEELE, P. H. STEELE and H. H. STEELE, co-partners, doing business under the firm name and style of STEELE PACKING COMPANY, 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 Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14), in Block One (1), of the Municipal Tide Lands Subdivision, Tract No. One (1), as shown on map on file in the City Engineer's office of The City of San Diego.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of years to and including the 4th day of April, 1943, at a monthly rental of One Hundred dollars (\$100.00) during the years 1918, 1919, 1920 and 1921, and in April of the year 1921, the Common Council of said City shall deter-

mine the rental to be paid during the remainder of the term of said lease. All of 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege, by ordinance duly adopted, to terminate, change or modify this lease on thirty days' written notice served upon said Lessee.

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 buildings and such other structures as may be necessary or convenient for the operation of a plant for canning, salting, smoking and drying fish, fruit and vegetables, also the manufacture of by-products 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 Lessee herein named shall, with<sup>in</sup> a period of One Hundred Twenty 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 twenty thousand dollars (\$20,000.00), and expend in the installation of equipment in said buildings and structures a sum of money not less than fifty thousand dollars (\$50,000.00); and the failure of said Lessee to expend said sum of seventy thousand dollars (\$70,000.00) on or before the 4th day of September, 1918, shall be sufficient to warrant the cancellation of this lease by said Common Council.

(2) Buildings and equipment. All buildings to be erected upon the lands included in this lease shall be in general conformity with the specifications hereto attached and marked "Exhibit A."

Plans and specifications of all buildings, or other structures, and their equipment, and of all work upon the property included in this lease shall be submitted to the Manager of Operation of the City of San Diego, and shall be approved by him before work shall be commenced on any such buildings or structures. These plans and specifications, in any event, shall provide as follows:

(a) The inside walls of all buildings, except those used exclusively for warehouse purposes shall be of smooth cement, or cement plastered, in order to admit of thorough washing and scrubbing.

(b) All ceilings and overhead timbers shall be of smooth surface, and covered with white washable paint.

(c) The floors of all buildings except those used exclusively for labeling or for warehouse purposes shall be of the best character of cement, troweled to a smooth finish, or covered with some approved material which will make them impervious to oils or water.

(d) The floors of all buildings except those used for labeling and warehouse purposes shall be so constructed that they can be easily flushed. All floors and drains should have sufficient pitch to carry the wash readily.

(e) Toilet rooms shall be well ventilated, shall contain plumbing which will conform to city ordinances, and shall be screened.

(f) Locker doors shall be of wire in order that inspection can readily be made, and the locker room shall be well ventilated.

(g) All outside platforms must be so constructed that all wash water will drain into catch spoutings, which shall empty into the sewer system.

(h) All drain pipes in buildings shall be of size adequate for double the amount that is considered necessary, and shall be equipped with the necessary sanitary flush traps.

(i) No drainage whatsoever from the plant shall flow directly to the beach or upon the land in or about the plant.

(j) All openings into the drainage system shall be protected with 1/4 inch mesh wire screens.

(k) Disposition of all drainage, wash water and sewage shall be in accordance with plans and specifications approved by the Manager of Operation, and shall comply with health regulations..

(l) All cutting tables shall be so constructed that they may be scrubbed and cleaned.

(m) The reduction plant shall be of the most modern, sanitary type, and shall be operated so that all objectionable odors will be eliminated.

(n) Boilers of sufficient capacity shall be used to properly care for all carriers and pans, and they shall be thoroughly cleansed by boiling or steaming.

(3) Operation. It is stipulated that the industry conducted under this lease, and that all buildings thereon, and that all operation directly or indirectly connected with said industry, shall be conducted in such a manner that there will be no objectionable odors of any character, either within or without the buildings, and that the buildings and grounds shall at all times be kept in a sanitary condition.

Should any fish arrive at the wharf showing signs of decomposition they shall be removed from the boats and disposed of in less than six hours after arrival. If an application of salt is needed to prevent partially decayed fish from giving out objectionable odors, such salting shall be done promptly.

All heads of fish, viscera, or other refuse shall be conveyed promptly to the reduction plant, and must be processed before any signs of decomposition appear.

Vapors from the reduction plant cooker and dryer, and vapors from fish cookers shall be so handled that such vapor may be treated by adequate sprays, or otherwise, so that there will be no objectionable odors in or about the plant.

Dried scraps shall be removed from the premises as rapidly as possible and at no time shall there be in excess of thirty tons of dried scrap on the premises at one time.

No refuse of any kind shall be permitted to accumulate on the premises.

All cutting tables shall be scrubbed and cleaned as soon as the fish have been cleaned.

The plant shall be scrubbed and cleaned every day, and alkali and disinfectants used.

It is the intent, in granting this lease, that the holder thereof, their successors, administrators and assigns, shall so conduct this industry upon the lands or waters included in this lease that no unpleasant odors, or any nuisance whatsoever, whether stated

specifically herein or not, shall be permitted to exist.

All sanitary regulations laid down by the National Canner's Association's system of regulation, all sanitary or other regulations prescribed by The City of San Diego, the State of California, the United States of America, or any other public authority shall be rigidly enforced.

It is expressly understood and agreed that this lease is revocable at the option of The City of San Diego, through its properly constituted authorities in the event that said lessee, or its successors, administrators or assigns, do not conduct operations in, around or pertaining to the industry established under this lease in conformity with the stipulations herein specified.

It is the intent that the above conditions and stipulations are to fully safeguard the city against any nuisance, unpleasant odors or other disagreeable factors pertaining to or arising from the industry proposed to be established under this lease, but it is expressly understood and agreed by the lessee herein that if the requirements necessary to accomplish this object are not fully stated or set forth in this lease, all such requirements, whatsoever they may be, shall be fully carried out by the said lessee, its successors or assigns.

Should any question of fact arise in relation to this lease, as to whether or not the industry conducted thereunder is conducted strictly in conformity with the purposes and intent herein set forth, then and in that event such question of fact shall be settled for all the purposes of this lease by a board to consist of the Presiding Judge of the Superior Court of the County of San Diego, the President of the Chamber of Commerce, and one member of the Clearing House of the Clearing House Banks of the City of San Diego, said member to be appointed for that purpose by said Clearing House Banks. And it is expressly understood and agreed that the conclusion of said Board shall be final in respect to matters considered by them.

(4) 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.

(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.

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.

(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 further 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 Lessees, A. J. Steele, P. H. Steele and H. H. Steele have hereunto subscribed their names and the name of said co-partnership the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

THE CITY OF SAN DIEGO.

By Howard B. Bard  
Virgilio Brüschi  
Walter P. Moore  
Herbert R. Fay  
Members of the Common Council.  
Steele Packing Packing Co.

By A. J. Steele  
Harry H. Steele  
Paul H. Steele

I HEREBY APPROVE the form of the foregoing Lease, this 29th day of April, 1918.

T. B. Cosgrove,

City Attorney of The City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to STEELE PACKING COMPANY, being Document No. 115597.

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 May, 1918, 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 W. I. TURCK, 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 a point on the U. S. Bulkhead Line as established in 1912, distant 54 feet southerly from the point where the line between lots 5 and 6 of block 1, Municipal Tide Lands Tract No. 1 if produced westerly would intersect the said U. S. Bulkhead Line; thence running westerly and parallel to the prolongation of said line between lots 5 and 6, said block 1, a distance of 250 feet to a point; thence southerly at right angles to the last described line a distance of 15 feet to a point; thence easterly at right angles to the last described line to an intersection with the said U. S. Bulkhead Line; thence northerly along said U. S. Bulkhead 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 years to and including the 4th day of April, 1943, 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 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege, by ordinance duly adopted, to terminate, change or modify this lease on thirty days' written notice served upon said Lessee.

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 wharf and other structures as may be necessary or convenient for the fishing industry. Said wharf to be of steel rail or wood piling construction and shall be two hundred fifty feet in length, and fifteen feet in width. All 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 thirty days after the execution of this lease, begin the construction of said wharf, said work of construction to be completed within sixty days

thereafter. It is covenanted and agreed that the amount to be expended in the construction of said wharf shall be not less than Twenty-five Hundred Dollars (\$2500.00), and the failure of said Lessee to expend said sum of Twenty-five Hundred Dollars (\$2500.00) on or before the 1st day of August, 1918, shall be sufficient to warrant the cancellation of this lease by said Common Council.

(2) Buildings and Equipment. All buildings to be erected upon the lands included in this lease shall be in general conformity with the specifications hereto attached and marked "Exhibit A."

Plans and specifications of all buildings, or other structures, and their equipment, and of all work upon the property included in this lease shall be submitted to the Manager of Operation of the City of San Diego, and shall be approved by him before work shall be commenced on any such buildings or structures. These plans and specifications, in any event, shall provide as follows:

(a) The inside walls of all buildings, except those used exclusively for warehouse purposes shall be of smooth cement, or cement plastered, in order to admit of thorough washing and scrubbing.

(b) All ceilings and overhead timbers shall be of smooth surface, and covered with white washable paint.

(c) The floors of all buildings except those used exclusively for labeling or for warehouse purposes shall be of the best character of cement, troweled to a smooth finish, or covered with some approved material which will make them impervious to oils or water.

(d) The floors of all buildings except those used for labeling and warehouse purposes shall be so constructed that they can be easily flushed. All floors and drains should have sufficient pitch to carry the wash readily.

(e) Toilet rooms shall be well ventilated, shall contain plumbing which will conform to city ordinances, and shall be screened.

(f) Locker doors shall be of wire in order that inspection can readily be made, and the locker room shall be well ventilated.

(g) All outside platforms must be so constructed that all wash water will drain into catch spoutings, which shall empty into the sewer system.

(h) All drain pipes in buildings shall be of size adequate for double the amount that is considered necessary, and shall be equipped with the necessary sanitary flush traps.

(i) No drainage whatsoever from the plant shall flow directly to the beach or upon the land in or about the plant.

(j) All openings into the drainage system shall be protected with 1/4 inch mesh wire screens.

(k) Disposition of all drainage, wash water and sewage shall be in accordance with plans and specifications approved by the Manager of Operation, and shall comply with health regulations.

(l) All cutting tables shall be so constructed that they may be scrubbed and cleaned.

(m) The reduction plant shall be of the most modern, sanitary type, and shall be operated so that all objectionable odors will be eliminated.

(n) Boilers of sufficient capacity shall be used to properly care for all carriers and pans, and they shall be thoroughly cleansed by boiling or steaming.

(3) Operation. It is stipulated that the industry conducted under this lease,

and that all buildings thereon, and that all operation directly or indirectly connected with said industry, shall be conducted in such a manner that there will be no objectionable odors of any character, either within or without the buildings, and that the buildings and grounds shall at all times be kept in a sanitary condition.

Should any fish arrive at the wharf showing signs of decomposition they shall be removed from the boats and disposed of in less than six hours after arrival. If an application of salt is needed to prevent partially decayed fish from giving out objectionable odors, such salting shall be done promptly.

All heads of fish, viscera, or other refuse shall be conveyed promptly to the reduction plant, and must be processed before any signs of decomposition appear.

Vapors from the reduction plant cooker and dryer, and vapors from fish cookers shall be so handled that such vapor may be treated by adequate sprays, or otherwise, so that there will be no objectionable odors in or about the plant.

Dried scraps shall be removed from the premises as rapidly as possible and at no time shall there be in excess of thirty tons of dried scrap on the premises at one time.

No refuse of any kind shall be permitted to accumulate on the premises.

All cutting tables shall be scrubbed and cleaned as soon as the fish have been cleaned.

The plant shall be scrubbed and cleaned every day, and alkali and disinfectants used.

It is the intent, in granting this lease, that the holder thereof, his heirs, administrators, successors and assigns, shall so conduct this industry upon the lands or waters included in this lease that no unpleasant odors, or any nuisance whatsoever, whether stated specifically herein or not, shall be permitted to exist.

All sanitary regulations laid down by the National Canner's Association's system of regulation, all sanitary or other regulations prescribed by The City of San Diego, the State of California, the United States of America, or any other public authority shall be rigidly enforced.

It is expressly understood and agreed that this lease is revocable at the option of The City of San Diego, through its properly constituted authorities in the event that said Lessee, or his heirs, administrators, successors or assigns, do not conduct operations in, around or pertaining to the industry established under this lease in conformity with the stipulations herein specified.

It is the intent that the above conditions and stipulations are to fully safeguard the City against any nuisance, unpleasant odors or other disagreeable factors pertaining to or arising from the industry proposed to be established under this lease, but it is expressly understood and agreed by the Lessee herein that if the requirements necessary to accomplish this object are not fully stated or set forth in this lease, all such requirements, whatsoever they may be, shall be fully carried out by the said Lessee, his heirs, administrators, successors or assigns.

Should any question of fact arise in relation to this lease, as to whether or not the industry conducted thereunder is conducted strictly in conformity with the purposes and intent herein set forth, then and in that event such question of fact shall be settled for all the purposes of this lease by a board to consist of the Presiding Judge of the Superior Court of the County of San Diego, the President of the Chamber of Commerce, and one member of the Clearing House of the Clearing House Banks of The City of San Diego, said member to be appointed for that purpose by said Clearing House Banks. And it is expressly understood and agreed that the conclusion of said Board shall be final in respect

to matters considered by them.

(4) 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.

(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 not be 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.

(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 further 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.

By Virgilio Bruschi

T. J. Fisher

Walter P. Moore.

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright, City Clerk

By Y. A. Jacques, Deputy

W. I. Turck,

Lessee.

I HEREBY APPROVE the form of the foregoing Lease, this 21st day of May, 1918.

T. B. Cosgrove,

City Attorney of The City of San Diego.

By S. J. Higgins, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of TIDE LANDS to W. I. TURCK, being Document No. 115978.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

APPROVED: By Marine Corps June 24th, 1918.

AGREEMENT.

THIS INDENTURE, made this 22d day of May, 1918, by and between THE CITY OF SAN DIEGO, a municipal corporation located in the County of San Diego in the State of California, acting by and through the Common Council of said City, hereinafter called the City, and THE UNITED STATES OF AMERICA, represented by the Quartermaster of the United States Marine Corps, hereinafter called the Lessee, WITNESSETH, That:

First, - The City, for and in consideration of the rents, covenants, agreements, terms and conditions hereinafter mentioned and covenanted on the part of the lessee to be paid, performed, kept and observed, has leased and demised, and by these presents does lease and demise unto the Lessee, the following described real property situated in the City of San Diego, County of San Diego, State of California, said real property being more particularly described as follows:

Pueblo Lots 1304, 1306, 1325, 1326, 1327, 1330, 1331, the south half of Pueblo Lot 1332, the south half and the northeast quarter of Pueblo Lot 1333, all of Pueblo Lot 1334, the east half of Pueblo Lot 1336, the west half of Pueblo Lot 1324, all of Pueblo Lot 1329, save and excepting the northwest quarter thereof, all of Pueblo Lots 1322, 1321, 1317, 1318, 1319, and that certain portion of Pueblo Lots 1315 and 1316, being and lying north of the Linda Vista Road, of the Pueblo Lands of The City of San Diego, according to the map thereof made by James Pascoe in 1870, and on file in the office of the City Clerk of said City;

For the term beginning July 1st, 1918, and extending to and including June 30th, 1919; provided, however, that said City shall have the right, and it is hereby expressly understood and agreed by both parties hereto that such right is reserved in this agreement to said City to the use of Pueblo Lots 1322, 1321, 1317, 1318, 1319, and that portion of Pueblo lots 1315 and 1316 lying and being north of the Linda Vista Road, for pasturage purposes so long and during such length of time as the same is not in use and actually

occupied by said lessee for military purposes.

Second, - It is further expressly understood and agreed that said lessee in further consideration of said rents, covenants, agreements, terms and conditions on the part of the lessee to be paid, performed, kept and observed, as hereinafter more particularly set forth and described, shall have the right, and said right is hereby expressly granted by said city to said lessee, to use for military purposes the following described land located and situated in the City of San Diego, County of San Diego, State of California, for such length of time during said term hereinabove specified as said land hereinafter described is not under cultivation for agricultural purposes by said City, said land being more particularly described as follows:

All of Pueblo Lots 1311, 1314, 1323, the east half of Pueblo Lot 1324, the west half of Pueblo Lot 1299, Pueblo Lots 1309, 1310, the east half of Pueblo Lot 1300 and that portion of Pueblo Lots 1315 and 1316 lying and being south of the Linda Vista Road, of the Pueblo Lands of the City of San Diego, according to said map made by James Pascoe.

Third, - It is further expressly understood and agreed by and between the parties hereto that said lessee, in further consideration of the terms and conditions hereinafter mentioned on the part of said lessee, shall have the right, and said right is hereby expressly granted to said lessee by said City, to use Torrey Pines Park, located and being in the City of San Diego, County of San Diego, State of California, and more particularly described as follows:

Pueblo Lot 1337, the west half of Pueblo Lot 1336, the northwest quarter of Pueblo Lot 1333, and the north half of Pueblo Lot 1332 of the Pueblo Lands of the City of San Diego, according to said map made by James Pascoe; for military purposes only, and for the term of years hereinafter specified in paragraph Eighth of this agreement; provided, however, that the public shall at all times, except when in actual use and occupied by said lessee for military purposes, have free use of the same as and for a public park; provided, further, that no trees or shrubbery situated or growing in said park shall be destroyed or injured by any use of said park by said lessee.

Fourth, - The City hereby covenants and agrees to pay during the term of this lease hereinabove mentioned, or any renewal thereof, all property taxes and assessments whatsoever on the lands hereinabove specified, and to warrant and defend the lessee, its officers and agents, in the quiet and peaceable enjoyment and possession of said tract, as hereinabove specified, for the entire term of this lease, or any renewal thereof.

Fifth, - The City further covenants and agrees that the lessee, during the term of this lease or any renewal thereof, shall have the full, free and unrestricted use of all roads; subject, however, to the right of the public at all times to use said roads as and for public highways; and said lessee shall have all privileges within the above described land, and shall have further right at any and all times during the term of this lease to connect at such point or points as it may deem desirable the area of the leased premises with the roads of the City of San Diego, and the further right to build new roadways and to improve existing roadways within the limits of the leased tract.

Sixth, - It is understood and agreed by and between the said City and said lessee that all structures, buildings or other improvements whatsoever that may be placed on said land by said lessee are to be and remain the property of the lessee, and unless the same are sold or otherwise disposed of said property is to be removed by the lessee at its sole cost and expense promptly on the termination of this lease.

Seventh, - It is further understood and agreed that the lessee is to have the right, except as hereinabove specified and subject to the limitations herein contained,

to use, as it may deem appropriate, any part or all of said land hereinabove mentioned for any and all military purposes whatsoever, to establish target ranges, etc., including the right to cut, burn, remove or use for such purposes and in such manner as it may deem desirable, any timber standing or otherwise within the leased tract, save and except timber standing or growing or otherwise located in said Torrey Pines Park, as hereinabove specified; provided, however, that said lessee shall not cut, burn, remove or use for any purpose whatever any of said timber on the land hereinabove described without first having secured written consent and permit from the Manager of Operation of said City of San Diego to the use of said timber.

Eighth, - It is further understood and agreed by both parties hereto that said lessee shall have the option upon not less than one month's written notice to the city prior to the termination of this agreement, to renew this agreement upon the same terms and conditions annually during the period of ten years.

Ninth, - Said lessee hereby covenants and agrees that during the term of this lease said lessee will yield and pay rent in the manner hereinafter specified unto the said City at the rate of One Dollar (\$1.00) per year; subject to the conditions of this agreement, said payment to be due on the last day of the term of the lease herein contained; provided, that the payment of rent hereunder, or any renewal thereof, shall not become due and payable until the City shall execute and deliver to the lessee a release to be approved by the Secretary of the Navy of claims against the United States arising under and by virtue of the occupation of said land by said lessee for military purposes.

Tenth, - Said lessee covenants and agrees that at the expiration of the tenancy hereunder to surrender and give up said leased land, together with the improvements thereon not placed by the lessee, in the like good order they were in at the occupation hereunder, ordinary wear and tear and damage by fire or other elements or by the military use of which said tract is put excepted.

Eleventh, - Said lessee further covenants and agrees that it will not, during the term aforesaid, assign this agreement, or any interest herein, without the consent of said City in writing being first had and obtained.

Twelfth, - No member of, or delegate or resident commissioner to Congress, officer of the Navy, or any person holding any office or appointment under the Navy Department is or shall be admitted to any share or part of this agreement or any benefit to arise therefrom; provided, that this stipulation, if made with an incorporated company, shall not be construed to extend to members of, or delegates or resident commissioners to Congress.

Thirteenth, - It is further understood and agreed by both parties hereto that a waiver of one breach of any covenant or condition hereinabove contained shall not be taken or construed to be a waiver of any subsequent breach of the same conditions or covenant, or of the condition or covenant itself.

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, and attested by the City Clerk of said City, and the said Lessee has caused these presents to be executed by the Quartermaster of the United States Marine Corps of the United States of America, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By T. J. Fisher

Virgilio Bruschi

Walter P. Moore

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

Members of the Common Council.

THE UNITED STATES.

BY R. C. Dewey

Major, Asst. Quartermaster

U. S. M. C.

Signed, sealed and delivered in the presence of

F. C. Sharron

(SEAL)

I hereby approve the form of the within Lease, this 22nd day of May, 1918.

T. B. Cosgrove,

City Attorney of The City of San Diego.

By S. J. Higgins, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF PUEBLO LANDS to UNITED STATES OF AMERICA, being Document No. 116003.

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 AND ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Six thousand one hundred sixty-five dollars (\$6165.00), 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 18th day of July, 1918.

WHEREAS, the above bounden San Diego Consolidated Gas and 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 THIRD STREET, between the south line of A Street and the north line of Market Street; upon FOURTH STREET, between the south line of Ivy Street and the north line of G Street; upon FIFTH STREET, between the south line of A Street and the north line of J Street; upon SIXTH STREET, between the south line of B Street and the north line of I Street; upon SEVENTH STREET, between the south line of Broadway and the north line of F Street; upon B STREET, between the east line of Second Street and the west line of Sixth Street; upon C STREET, between the east line of Third Street and the west line of Sixth Street; upon BROADWAY, between the east line of California Street and the west line of Eighth Street; upon E STREET, between the east line of Second Street and the west line of Eighth Street; upon F STREET, between the east line of Columbia Street and the west line of Ninth Street (excepting the south side of said F Street, between Union Street and State Street); and upon MARKET STREET, between the east line of State Street and the west line of Sixteenth 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.

(SEAL) ATTEST:

M. B. Fowler

Secretary

THE AETNA CASUALTY AND SURETY COMPANY.

By Frank A. Salmons,

Resident Vice-President.

ATTEST:

(SEAL)

M. Sandin,

Resident Assistant Secretary

I hereby approve the form of the foregoing Undertaking, this 18th day of July, 1918.

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. 23820, passed and adopted on the 17th day of July, 1918, require and fix the sum of \$6165.00 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 of San Diego.

THIS AGREEMENT, made and entered into this 22nd day of July, 1918, by and between SAN DIEGO CONSOLIDATED GAS AND 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 said City of San Diego, all of the following work, to-wit:

The furnishing of electric current for the lighting of the following streets in The City of San Diego, California, to-wit:

THIRD STREET, between the south line of A Street and the north line of Market Street;

FOURTH STREET, between the south line of Ivy Street and the north line of G Street;

FIFTH STREET, between the south line of A Street and the north line of J Street;

SIXTH STREET, between the south line of B Street and the north line of I Street;

SEVENTH STREET, between the south line of Broadway and the north line of F STREET;

B STREET, between the east line of Second Street and the west line of Sixth Street;

C STREET, between the east line of Third Street and the west line of Sixth Street;

BROADWAY, between the east line of California Street and the west line of Eighth Street;

E STREET, between the east line of Second Street and the west line of Eighth Street;

F STREET, between the east line of Columbia Street and the west line of Ninth Street (excepting the south side of said F Street, between Union Street and State Street); and

MARKET STREET, between the east line of State Street and the west line of Sixteenth Street;

Together with the maintenance of the posts, wires, conduits and lamps on the aforesaid streets, between the points hereinbefore mentioned.

Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after June 30th, 1918, to-wit, to and including June 30th, 1919.

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. 115312, on file in the office of the City Clerk of said City of San Diego.

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 \$4,931.52, 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 \$410.96, until said sum of \$4,931.52 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 \$19,726.08, 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 "San Diego Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of \$1643.84, until said sum of \$19,726.08 shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of \$19,726.08 shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 \$19,726.08.

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 \$4931.52), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed, and its corporate seal to be hereto attached, by its 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 AND ELECTRIC COMPANY.

By H. H. Jones,

President.

(SEAL) ATTEST:

M. B. Fowler,

Secretary.

THE CITY OF SAN DIEGO.

By T. J. Fisher,

Virgilio Bruschi,

Walter P. Moore,

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 18th day of July, 1918.

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 THE CITY OF SAN DIEGO, CALIFORNIA and SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, S. D. Lighting District No. 1, being Document No. 116790.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. Jacques Deputy.

#### LE A S E.

LESSOR The City of San Diego, an incorporated city of the State of California.

CONTRACTING OFFICER Capt. L. I. Cooke, Q.M.R.C. QUARTERMASTER AT Fort Rosecrans, Cal.

PREMISES Docking, wharfage and berth space at Municipal Pier, San Diego, Cal.

TO BE OCCUPIED BY United States AS Wharf

RENTAL PER MONTH \$70.00 APPROPRIATION S. S. & T.

DATE OF LEASE June 29, 1918 DATE EFFECTIVE July 1, 1918. DATE EXPIRES June 30, 1919.

THE AUTHORITY FOR THIS LEASE IS Par. 1, G.O. 34, War Department, June 7, 1915.

THESE ARTICLES OF AGREEMENT, Entered into this 29th day of June, 1918, between Capt. L. I. Cooke, Quartermaster R. C., Q. M., Quartermaster Corps, 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 San Diego, 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, 1918, and ending with June 30, 1919, at the rate per month and under the conditions named below, viz:

A space of about one hundred and ten (110) feet at north side of dock known as the Municipal Pier, and situated at the foot of Broadway, of the City of San Diego, California, and a space of about sixty (60) feet at a float at north side of said Municipal Pier; these spaces to be used for docking, wharfage, and berths of Steamer "Lieut. Geo. M. Harris" and Launch "General De Russy" and other vessels of the same class, and scows, owned and operated by the United States.

That an office and store room fifteen (15) feet by fifteen (15) feet, situated in the north east 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, and float, 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 lessor to use said premises, other than the office and store room, 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, and which can be spared for such purpose at such time by the Common Council of the City of San Diego, California, said docking of transport 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 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 nowater or electric current is included in the terms of this lease.

That the warehouse situated on the Municipal Pier 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 thirtyfour and three-eighths feet by seventy feet (734.375' x 70').

The right of the Common Council to change or increase the rental provided hereon at any time or as often as the Common Council may be advised, is hereby expressly reserved to the City of San Diego; 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 of San Diego to readjust and increase the rental at any time as hereinbefore stated.

Rates of rental to be as set forth in Article 10 hereof.

2. That the said lessor will warrant and defend to the lessee, 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 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 thirty 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 last period shall be only the pro rata part of the month rental, depending upon the time of occupancy.

5. That it is expressly agreed and understood that this lease shall be noneffective until any appropriation adequate to its fulfillment is granted by Congress and is available,

to provide for the necessities of the service as authorized by section 3732 of the Revised Statutes of the United States. However, in order except in so far as is necessary 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 thirty days' notice in writing.

9. That, at the option of the lessee, <sup>this lease,</sup> 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, 1920, but no renewal shall be made to include more than one fiscal year.

10. 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, monthly, as follows:

For dock space of one hundred and ten (110) feet, Fifty five (55) dollars.

For float space of sixty (60) feet, Fifteen (15) dollars.

That there are no public docks, or floats, available for use as specified herein.

That this lease was entered into with the city of San Diego for the reason the terms are the same as those required by other corporations in the city of San Diego, and the conditions at the Municipal Pier are much more favorable.

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 their own use, and that there are no public buildings, quarters, or grounds 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.

Charles Harvey as to

L. I. Cooke,

Captain, Quartermaster R.C., Q.M.

Quartermaster Corps, U.S. Army.

Allen H. Wright,  
City Clerk

(as to  
(as to  
(as to

T. J. Fisher  
Virgilio Bruschi  
Walter P. Moore

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF MUNICIPAL PIER to UNITED STATES GOVERNMENT, being Document No. 116969.

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 May, 1918, 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 K. Hovden and O. Hovden, co-partners, doing business under the firm name and style of K. Hovden Company, 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 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, said point being 6.78 feet southwesterly from the point where the northeasterly line of Block 1, of New Roseville, according to Map No. 476, filed in the office of the County Recorder, January 31st, 1888, San Diego, California, intersects the said mean high tide line; thence southeasterly on a line parallel to and distant 6.78 feet southwesterly from the northeasterly line of said block 1 produced southeasterly to the Pierhead Line as established by the United States Government in 1912; thence southwesterly along said Pierhead Line a distance of 50 feet; thence northwesterly on a line parallel to and distant 56.78 feet southwesterly from the northeasterly line of said block 1 produced southeasterly to the mean high tide line of the Bay of San Diego; thence northeasterly along the 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 years to and including the 31st day of December, 1948, at a monthly rental of Five Dollars (\$5.00) during the years 1918, 1919, 1920 and 1921, and in December of the year 1921, the Common Council of said City shall determine the rental to be paid during the remainder of the term of said lease. All of 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege, by ordinance duly adopted, to terminate, change or modify this lease on thirty days' written notice served upon said Lessee.

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 wharf and other structures as may be necessary or convenient for the fishing industry. Said wharf to be of steel rail piling and board floor construction and shall be three hundred feet in length and not to exceed twenty-five feet in width. All 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 ten days after the execution of this lease, begin the construction of said wharf, said work of construction to be completed within six months thereafter. It is covenanted and agreed that the amount to be expended in the construction of said wharf shall be not less than Fifteen Hundred Dollars (\$1500.00), and the failure of said Lessee to expend said sum of Fifteen Hundred Dollars (\$1500.00) on or before the 1st day of July, 1918, 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 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 not be 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 further 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 Lessees, K. Hovden and O. Hovden, have hereunto subscribed their names and the name of said co-partnership, the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright, City Clerk  
By Y. A. Jacques, Deputy

THE CITY OF SAN DIEGO.

Virgilio Bruschi  
T. J. Fisher  
Walter P. Moore.  
Members of the Common Council.  
  
K. Hovden  
O. Hovden  
Lessees.

I HEREBY APPROVE the form of the foregoing Lease, this 21st day of May, 1918.

T. B. Cosgrove,  
City Attorney of The City of San Diego.

By S. J. Higgins, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to K. HOVDEN & O. HOVDEN, being Document No. 115979.

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

LE A S E.

THIS INDENTURE OF LEASE, made and entered into this 6th day of September, 1918, 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. W. ANDERSON and H. L. MILLER, 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:

Beginning at a point on the United States Bulkhead Line one thousand (1000) feet north of the north line of the Municipal Pier; thence South 89° 58' 20" east to the west line of Atlantic Street; thence north along the west line of Atlantic Street to a point 60.01 feet south of the south line of Date Street; thence north 89° 58' 20" west to the said bulkhead line; thence south along said United States bulkhead line 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 a term of ten years from and after said 1st day of September, 1918, at a monthly rental of One Dollar (\$1.00) for and during the months of September, October and November, 1918, and a monthly rental of Five Hundred Dollars (\$500.00) for the month of December, 1918, and each and every month thereafter during and throughout said term.

Said rentals shall 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 Lessees in accepting this lease acknowledge the right of said City to readjust and increase the rental at any time.

It is hereby agreed and stipulated that upon the termination of the period hereinbefore mentioned, to-wit: upon the 6th day of September, 1928, the said City shall have the right and 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.

Neither the whole or 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.

It is understood that the Lessees herein named are interested in the organization of a corporation to carry out the terms and to perform the objects and purposes herein mentioned, and it is anticipated that upon the completion of the organization herein, an application will be made to the Common Council for the privilege, and that the privilege shall be granted, of assigning this lease to such corporation, in the manner provided for in subdivision (b) of section 1 of an Act, entitled, "An act to amend section five of an act entitled 'An Act conveying certain tidelands and lands lying under inland navigable waters situate in the bay of San Diego to the city of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof,' approved May 1, 1911, as amended," approved May 24, 1917.

The right and privilege is hereby reserved to the Common Council and to the people of The City of San Diego, by ordinance duly adopted, to terminate, change or modify this lease, franchise and all the privileges herein granted, in such manner and to such extent as in their judgment may seem proper, upon paying to said Lessees reasonable compensation for damages occasioned by such termination, change or modification. That the amount of compensation to be paid said Lessees under the terms of this provision, in the event of a

termination, change or modification of said lease is brought about pursuant to the powers herein vested, shall be determined by proceedings in the State Courts of the Commonwealth of California, pursuant to the procedure outlined by the laws of said state for the acquiring of property under eminent domain proceedings.

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, ways, docks, railroad tracks, machine shops and other structures as may be necessary or convenient for the purpose of constructing and operating a ship building plant. All buildings or other structures so constructed to be in accordance with the ordinances of The City of San Diego.

(2) 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 located upon and shall include the whole strip of land marked "Belt Street" as the same is shown and indicated upon that certain map or plat filed May 18, 1916, in the office of the City Clerk of said City marked Document No. 100007, and entitled, "Municipal Tide Lands Subdivision Tract No. 1".

It is specifically agreed and understood by the parties hereto that nothing in this lease contained is intended or in any manner to be construed so as to in any way interfere with the right of said City to construct railway tracks over said right of way, and that nothing herein contained shall limit the powers 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. The said Lessees shall within sixty days from the receipt of written notice from the Common Council remove at their own cost and expense from 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 reasonably necessary to the construction and maintenance and operation of said railroad.

(3) That said City reserves the right to lay water pipes across said lands and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation and commerce and the fisheries, and the dockage of vessels on said premises at such times and in such manner as may be provided in the general plan of harbor improvement now or hereafter adopted by said City; provided, however, that said lessees shall be disturbed in the possession and use of said premises only to such extent as is reasonably necessary to carry out and complete any such general plan of improvement.

(4) A failure on the part of the Lessees, their successors or assigns to obtain within ninety days from the date hereof, from the United States Shipping Board Emergency Fleet Corporation, a contract for the construction of ships to be built upon the premises herein described, or the failure of the Lessees to file with the City Clerk of said City within one hundred days from the date hereof, a duly authenticated copy of said contract, shall cause and shall ipso facto work a cancellation and annulment of this lease and franchise and of all rights herein granted.

(5) It is further specifically covenanted and agreed that the Lessees herein, their successors or assigns, shall, within a period of 180 days from and after the execu-

tion of this lease begin the construction of improvements upon the demised land, which improvements may include dredging work to make said land available for the purposes of the Lessees, the construction of piers or wharves or other improvements of similar character, or the construction and erection of plant and equipment necessary or convenient for the purposes of shipbuilding; and that there shall be expended in and about such work within said period of 180 days the sum of not less than Fifty Thousand Dollars (\$50,000.00), and said Lessees shall continue making said improvements after said period of 180 days continuously, delay by strike, lockout, act of God, the public enemy, or unavoidable accident excepted, until the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) has been expended in such construction work; and if said Lessees, their successors or assigns, shall fail within the period of twelve months after the beginning of the term of this lease to expend the sum of at least Two hundred Fifty Thousand Dollars (\$250,000.00) in such improvements, said Common Council of The City of San Diego may in their discretion cancel and annul this lease and franchise and all rights granted thereunder; provided, however, that no such cancellation or annulment shall be made without first serving upon said Lessees, their successors or assigns, a resolution of the Common Council of said City of San Diego requiring said Lessees, their successors or assigns, within thirty days after the receipt of such notice, to complete such expenditures. A failure upon the part of said Lessees, their successors or assigns, to comply with such notice shall constitute grounds for the immediate forfeiture and annulment of said lease. A compliance by said Lessees, their successors or assigns, shall relieve said Lessees, their successors or assigns, of any such default; and provided further, that said sum of Fifty Thousand Dollars (\$50,000.00) shall be expended with reasonable diligence during said term of 180 days, and that an unusual period of time consisting of forty-five days or more shall not be allowed to elapse between the expenditure of the sum of Fifty Thousand Dollars (\$50,000.00) during the first period of 180 days and the expenditure of the balance of said sum of Two hundred fifty Thousand Dollars (\$250,000.00) during said period of 12 months; provided, always, that delays caused by strikes, lockouts, act of God, the public enemy, or unavoidable accident shall not prejudice the Lessees, their successors or assigns. The purpose of this provision being to require the expenditure of Two hundred Thousand Dollars (\$200,000.00) during the last six months of the first year of the term of this lease with reasonable diligence, and to require monthly expenditures during said period of six months in such amounts as would reasonably indicate that the entire sum of Fifty Thousand Dollars (\$50,000.00) would have been expended on the termination of the first six months of the term of this lease.

Failure on the part of the Lessees, their successors or assigns, for a period of six consecutive months beginning from and after the 1st day of September, 1919, to use the premises herein described for shipbuilding purposes shall cause and shall ipso facto work a cancellation and annulment of this lease and franchise and of all rights herein granted, and shall entitle the said City to take immediate possession of said premises and all improvements thereon.

The right is hereby reserved to said City at any time during the term of this lease or any extension thereof, to open and extend "A" Street in said City of San Diego according to its full present width from its present intersection with Atlantic Street across the premises herein described to an intersection with the Bulkhead Line in the Bay of San Diego.

(6) The use of the waters in front of and adjacent to said lands is hereby granted said Lessees for the purpose of docking and launching vessels and for such other uses and

purposes as may be necessary or convenient to conducting and carrying on a general ship building business; and the right and franchise to construct piers in front of and adjacent to said leased premises is hereby granted said Lessees, subject to the conditions precedent that prior to the construction of the whole or any part of any pier in front of and adjacent to said leased premises, the Lessees shall file with the City Clerk of said City the plans and specifications for any contemplated pier, or dock, which shall indicate the exact location thereof, and conditioned further, that no construction work shall be commenced upon any such pier or dock until the Common Council by resolution or ordinance shall have approved the plans and location for said pier or dock; and provided further, that in no event shall application be made for the building or construction of any pier or dock at a point within one thousand (1000) feet in a northerly direction of the Municipal Pier now located in the Bay of San Diego at the foot of Broadway, in 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 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

T. J. Fisher

Virgilio Bruschi

Herbert R. Fay

Walter P. Moore

Members of the Common Council.

M. W. Anderson

H. L. Miller

Lessees.

I HEREBY APPROVE the form of the foregoing Lease, this 6th day of September, 1918.

T. B. Cosgrove

City Attorney of The City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to M. W. ANDERSON & H. L. MILLER, being Document No. 117436.

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 16th day of Sept. 1918, 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 and 00/100 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

THE CITY OF SAN DIEGO

By James H. Dougherty

T. J. Fisher

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing Lease, this 7th day of August, 1918.

T. B. COSGROVE, City Attorney.

By S. J. Higgins, Deputy City Attorney.

STATE OF Montana,) ss.  
County of Rosebud)

On this 27 day of July, in the year one thousand nine hundred and eighteen, before me, J. G. Weldon, 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.

(SEAL)

J. G. Weldon,

My Commission expires Sept 1st, 1918. Notary Public in and for the State of Montana,  
residing at Bridger, Montana.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between FRANK W. & MABLE HIGGINS for Lots 13-14- Blk. 168, Univ. Hts., being Document No. 117046.

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 16th day of September, 1918, 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 (9) and ten (10) 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 one (1) year from and after August 18th, 1918, at the yearly rent or sum of Fifty-four and 60/100 dollars (\$54.60), payable upon 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 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 James H. Dougherty

T. J. Fisher

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

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

On this 1st day of August, in the year one thousand nine hundred eighteen, before me, W. E. BARTLETT, A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. J. CALLAWAY and ADA J. CALLAWAY, 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 7th day of August, 1918.

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 from W. J. & ADA J. CALLAWAY of Lots 9- 10- Blk 168, University Heights, being Document No. 117042.

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 16th day of September, 1918, 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 August 16th, 1918, at the yearly rent or sum of Forty-three and 75/100 dollars (43.75) 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 Six Hundred Twenty-five Dollars (\$625.00); 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 or Mrs. A. W. Rutherford  
Aaron W. or A. W. Rutherford  
Lessors.

THE CITY OF SAN DIEGO.

James H. Dougherty

T. J. Fisher

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

I hereby approve the form of the foregoing lease, this 7th day of August, 1918.

T. B. COSGROVE, City Attorney.

By S. J. Higgins, Deputy City Attorney.

STATE OF California, )  
COUNTY OF Los Angeles ) ss.

On this 29th day of June in the year one thousand nine hundred and eighteen, before me, Emma L. Brugmann, 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 hands and affixed my official seal, the day and year in this certificate first above written.

(SEAL)

Emma L. Brugmann

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

My Commission Expires Oct. 15, 1919.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE from MOLLIE A. and AARON A. RUTHERFORD, Lots 7- 8- Block 168, University Heights, being Document No. 117041.

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 16th day of September, 1918, 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 August 16th, 1918, 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 default 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 James H. Dougherty

T. J. Fisher

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

Virgilio Bruschi

Walter P. Moore

Members of the Common Council.

I hereby approve the form of the foregoing Lease, this 7th day of August, 1918.

T. B. COSGROVE, City Attorney,

By S. J. Higgins, Deputy.

STATE OF California,) )  
County of San Diego.) ) SS.

On this 11th day of February in the year one thousand nine hundred and eighteen, before me W. E. BARTLETT, 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.

(SEAL)

W. E. Bartlett,

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 from NANCY E. BOHRER to Lots 5-6- BLOCK 168, University Heights, being Document No. 117043.

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 16th day of September, 1918, 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 August 16th, 1918, 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 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

Chas. F. Schyde

Lessors

THE CITY OF SAN DIEGO

By James H. Dougherty

T. J. Fisher

Virgilio Bruschi

Walter P. Moore

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing lease, this 18th day of September, 1918.

T. B. COSGROVE, City Attorney,

By L. D. Jennings, Deputy City Attorney.

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

On this 23<sup>rd</sup> day of February, in the year one thousand nine hundred and eighteen, before me, W. E. Bartlett, 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.

(SEAL)

W. E. Bartlett

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 from JESSIE L & CHARLES F. SCHYDE to Lots 1 to 4 inc. Block 168, University Heights, being Document No. 117045.

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 16th day of September, 1918, 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 August 16th, 1918, 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 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 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- James H. Dougherty

T. J. Fisher

Virgilio Bruschi

(SEAL) ATTEST:

Allen H. Wright,

Walter P. Moore

City Clerk

Members of the Common Council.

I hereby approve the form of the foregoing Lease, this 18th day of September, 1918.

T. B. COSGROVE, City Attorney,

By L. D. Jennings, Deputy City Attorney.

STATE OF California,) SS.  
County of San Diego.)

On this 16th day of February, in the year one thousand nine hundred and eighteen, before me, W. E. Bartlett, a Notary Public in and 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.

W. E. Bartlett

(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 from ROBERT G. & PAULINE HOELSCHER to Lots 11 & 12, Block 168, University Heights, being Document No. 117044.

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 16th day of October, 1918, 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. A. CREELMAN 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 a point where the southwesterly right of way line of the California Southern Railroad intersects the southeasterly line of the San Diego Lumber Company franchise (Ordinance No. 2203); thence in a southwesterly direction along the southeasterly line of said San Diego Lumber Company franchise (Ordinance No. 2203) a distance of 200 feet; thence in a southeasterly direction parallel to the southwesterly line of the right of way of the California Southern Railroad, a distance of 100 feet; thence in a northeasterly direction parallel to the southeasterly line of said San Diego Lumber Company franchise a distance of 200 feet to an intersection with the southwesterly right of way line of said California Southern Railroad; thence along said right of way line a distance of 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 seven years from and after the 1st day of September, 1918, at a monthly rental of Three Dollars (\$3.00), payable monthly in advance in gold coin of the United States at the office of the Harbor Master and Wharfinger of said The 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege by ordinance duly adopted to terminate, change or modify this lease on thirty days written notice served upon said Lessee.

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 such buildings and structures as may be necessary or convenient for the operation of a public bath house. All buildings or other structures so constructed to be in accordance with the ordinances of The City of San Diego.

(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 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 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.

(SEAL) ATTEST:

Allen H. Wright  
City Clerk

THE CITY OF SAN DIEGO,  
James H. Dougherty  
T. J. Fisher  
Virgilio Bruschi  
Walter P. Moore,  
Members of the Common Council.  
L. A. Creelman,  
Lessee.

I HEREBY APPROVE the form of the foregoing Lease, this 14th day of October, 1918.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to L. A. CREELMAN, being Document No. 117935.

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 August, 1918, 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 NEPTUNE SEA FOOD COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, A. J. STEELE, HARRY H. STEELE, and PAUL H. STEELE, a co-partnership doing business under the firm name and style of STEELE PACKING COMPANY, and W. H. MACNICHOL, hereinafter desig-

nated 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:

Lot Fourteen (14), of Block Two (2), Municipal Tide Lands subdivision Tract No. 1, as shown on map on file in the City Engineer's Office of The City of San Diego.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessees, for a term of years to and including the 1st day of July, 1943, at a monthly rental of Fifteen Dollars (\$15.00) during the years 1918, 1919, 1920 and 1921, and in June of the year 1921, the Common Council of said City shall determine the rental to be paid during the remainder of the term of said lease. All of said rentals payable <sup>monthly</sup> 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 Lessees, in accepting this lease, acknowledge the right of said City to readjust and increase the rental at any time as herein provided.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege by ordinance duly adopted, to terminate, change or modify this lease on thirty days' written notice served upon said Lessees.

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 buildings and such other structures as may be necessary or convenient for the operation of a restaurant for the employees of said Lessees. 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 sixty 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 One Thousand Dollars (\$1000.00), and expend in the installation of equipment in said buildings and structures a sum on money not less than Three Hundred Dollars (\$300.00); and the failure of said Lessees to expend said sum of Thirteen Hundred Dollars (\$1300.00) on or before the 15th day of November, 1918, shall be sufficient to warrant the cancellation of this lease by said Common Council.

(2) That said Lessees 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 the 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 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 the 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 improvement.

(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 it 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 further 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 the Neptune Sea Food Company, a corporation, has caused its corporate name to be subscribed and its corporate

seal to be affixed hereto; and A. J. Steele, Harry H. Steele and Paul H. Steele, a co-partnership doing business under the firm name and style of Steele Packing Company, have hereunto set their hands as and for said Steele Packing Company, and W. H. MacNichol has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

(SEAL) ATTEST:

Allen H. Wright,  
CITY CLERK.

By T. J. Fisher  
Virgilio Bruschi  
Walter P. Moore.  
Members of the Common Council.

Harry H. Steele  
Paul H. Steele  
A. J. Steele  
Lessees.

I HEREBY APPROVE the form of the foregoing Lease, this 8th day of August, 1918.

T. B. Cosgrove,

City Attorney of the City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to NEPTUNE SEAFOOD CO et al., being DOCUMENT NO. 117059.

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 16th day of October, 1918, 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 LOWER CALIFORNIA 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 at a point on the mean high tide line of the Bay of San Diego, distant 240.03 feet northwesterly from a point where said mean high tide line is intersected by the northwesterly line of Crosby Street, if the said northwesterly line of Crosby Street were produced southwesterly; thence southwesterly on a line parallel to and distant 240.03 feet northwesterly from the northwesterly line of Crosby Street produced, to an intersection with the U. S. Bulkhead Line as established in 1912; thence northwesterly along said U. S. Bulkhead Line, a distance of 70.00 feet to a point; thence northeasterly on a line parallel to and distant 310.03 feet northwesterly from the northwesterly line of Crosby Street produced southwesterly to an intersection with said mean high tide line; thence southeasterly 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 a term of years to and including the 1st day of March, 1924, 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 The 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege by ordinance duly adopted to terminate, change or modify this lease on thirty days written notice served upon said Lessee.

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 buildings and such other structures as may be necessary or convenient for the operation of a fish 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 ten 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 Twenty Thousand Dollars (\$20,000.00), and expend in the installation of equipment in said buildings and structures a sum of money not less than Fifteen Thousand Dollars (\$15,000.00); and the failure of said Lessee to expend said sum of Thirty-five Thousand Dollars (\$35,000.00) on or before the 26th day of October, 1918, 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 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) The 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 further 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.

By James H. Dougherty

T. J. Fisher

Virgilio Bruschi

Walter P. Moore,

Members of the Common Council.

Lower California Fisheries Company,

By Fred W. Popp,

President

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

(SEAL) Attest:

A. R. Fricke,

Secretary

I HEREBY APPROVE the form of the foregoing Lease, this 16th day of October, 1918.

T. B. Cosgrove,

City Attorney of The City of San Diego.

By S. J. Higgins, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to LOWER CALIFORNIA FISHERIES CO., being Document No. 117956.

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 28th day of October, 1918, 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 V. L. BOECK, 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:

Lots One (1) and Two (2), Block Three (3), Municipal Tide Lands Subdivision, Tract No. One (1), as shown on map on file in the City Engineer's office of The City of San Diego.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of years to and including the 1st day of October, 1943, at a monthly rental of Forty Dollars (\$40.00) during the years 1918, 1919, 1920 and 1921, and in September of the year 1921 the Common Council of said City shall determine the rental to be paid during the remainder of the term of said Lease. All of 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.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege by ordinance duly adopted, to terminate, change or modify this lease on thirty days' written notice served upon said Lessee.

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 buildings and such other structures as may be necessary or convenient for the operation of a plant for canning, salting, smoking and drying fish and vegetables; and also the manufacture of by-products 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 Lessee herein named shall, within a period of thirty 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 Ten Thousand Dollars (\$10,000.00), and expend in the installation of equipment in said buildings and structures a sum of money not less than Fifteen Thousand Dollars (\$15,000.00); and the failure of said Lessee to expend said sum of Twenty-five Thousand Dollars (\$25,000.00) on or before the 28th day of November, 1918, shall be sufficient to warrant the cancellation of this lease by said Common Council.

(2) Building and Equipment. All buildings to be erected upon the lands included in this lease shall be in general conformity with the specifications hereto attached and marked "Exhibit A."

Plans and specifications of all buildings or other structures, and their equipment, and of all work upon the property included in this franchise shall be submitted to the Manager of Operation of The City of San Diego, and shall be approved by him before work shall be commenced on any such buildings or structures. These plans and specifications, in any event, shall provide as follows:

(a) The inside walls of all buildings, except those used exclusively for warehouse purposes shall be of smooth cement, or cement plastered, in order to admit of thorough washing and scrubbing.

(b) All ceilings and overhead timbers shall be of smooth surface, and covered with white washable paint.

(c) The floors of all buildings except those used exclusively for labeling or for warehouse purposes shall be of the best character of cement, troweled to a smooth finish, or covered with some approved material which will make them impervious to oils or water.

(d) The floors of all buildings except those used for labeling and warehouse purposes shall be so constructed that they can be easily flushed. All floors and drains should have sufficient pitch to carry the wash readily.

(e) Toilet rooms shall be well ventilated, shall contain plumbing which will conform to city ordinances, and shall be screened.

(f) Locker doors shall be of wire in order that inspection can readily be made, and the locker room shall be well ventilated.

(g) All outside platforms must be so constructed that all wash water will drain into catch spoutings, which shall empty into the sewer system.

(h) All drain pipes in buildings shall be of size adequate for double the amount that is considered necessary, and shall be equipped with the necessary sanitary flush traps.

(i) No drainage whatsoever from the plant shall flow directly to the beach or upon the land in or about the plant.

(j) All openings into the drainage system shall be protected with 1/4 inch mesh wire screens.

(k) Disposition of all drainage, wash water and sewage shall be in accordance with plans and specifications approved by the Manager of Operation, and shall comply with health regulations.

(l) All cutting tables shall be so constructed that they may be scrubbed and

cleaned.

(m) The reduction plant shall be of the most modern, sanitary type, and shall be operated so that all objectionable odors will be eliminated.

(n) Boilers of sufficient capacity shall be used to properly care for all carriers and pans, and they shall be thoroughly cleansed by boiling or steaming.

(3) Operation. It is stipulated that the industry conducted under this lease, and that all buildings thereon, and that all operation directly or indirectly connected with said industry, shall be conducted in such a manner that there will be no objectionable odors of any character, either within or without the buildings, and that the buildings and grounds shall at all times be kept in a sanitary condition.

Should any fish arrive at the wharf showing signs of decomposition, they shall be removed from the boats and disposed of in less than six hours after arrival. If an application of salt is needed to prevent partially decayed fish from giving out objectionable odors, such salting shall be done promptly.

All heads of fish, viscera, or other refuse shall be conveyed promptly to the reduction plant, and must be processed before any signs of decomposition appear.

Vapors from the reduction plant cooker and dryer, and vapors from fish cookers shall be so handled that such vapor may be treated by adequate sprays, or otherwise, so that there will be no objectionable odors in or about the plant.

Dried scraps shall be removed from the premises as rapidly as possible and at no time shall there be in excess of thirty tons of dried scrap on the premises at one time.

No refuse of any kind shall be permitted to accumulate on the premises.

All cutting tables shall be scrubbed and cleaned as soon as the fish have been cleaned.

The plant shall be scrubbed and cleaned every day, and alkali and disinfectants used.

It is the intent, in granting this lease, that the holder thereof, his heirs, administrators, successors and assigns, shall so conduct this industry upon the lands or waters included in this lease that no unpleasant odors, or any nuisance whatsoever, whether stated specifically herein or not, shall be permitted to exist.

All sanitary regulations laid down by the National Canner's Association's system of regulation, all sanitary or other regulations prescribed by The City of San Diego, the State of California, the United States of America, or any other public authority shall be rigidly enforced.

It is expressly understood and agreed that this lease is revocable at the option of the City of San Diego through its properly constituted authorities in the event that said Lessee, or his heirs, successors, administrators or assigns, do not conduct operations in, around or pertaining to the industry established under this franchise in conformity with the stipulations herein specified.

It is the intent that the above conditions and stipulations are to fully safeguard the city against any nuisance, unpleasant odors or other disagreeable factors pertaining to or arising from the industry proposed to be established under this franchise, but it is expressly understood and agreed by the Lessee of this lease that if the requirements necessary to accomplish this object are not fully stated or set forth in this lease, all such requirements, whatsoever they may be, shall be fully carried out by the lease holder, or his heirs, administrators, successors or assigns.

Should any question of fact arise in relation to this lease, as to whether or not the industry conducted thereunder is conducted strictly in conformity with the purposes

and intent herein set forth, then and in that event such question of fact shall be settled for all the purposes of this lease by a board to consist of the Presiding Judge of the Superior Court of the County of San Diego, the President of the Chamber of Commerce, and one member of the Clearing House of the Clearing House Banks of The City of San Diego, said member to be appointed for that purpose by said Clearing House Banks, And it is expressly understood and agreed that the conclusion of said Board shall be final in respect to matters considered by them.

(4) 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.

(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.

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.

(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 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 further 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.

By James H. Dougherty

T. J. Fisher

Virgilio Bruschi

W. H. Palmer,

Walter P. Moore

Members of the Common Council.

V. L. Boeck,

Lessee.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I HEREBY APPROVE the form of the foregoing Lease, this 18th day of October, 1918.

T. B. Cosgrove,

City Attorney of The City of San Diego.

S. J. Higgins, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to V. L. BOECK, being Document No. 117988.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

FOR THAT WHEREAS, the Common Council of the City of San Diego did, on October 24th, 1918, adopt a certain resolution, No. 24040, wherein The City of San Diego indicated its willingness and consent that the United States enter into negotiations with the Cuyamaca Water Company, to the end that a pipe line might be constructed from Murray Reservoir to Camp Kearny, California; and

WHEREAS, said resolution was adopted pursuant to the request of R. C. Marshall, Jr., Brigadier General of the United States Army, Chief of the Construction Division; and

WHEREAS, said resolution contained the following proviso:

"The consent herein manifested is given upon the express condition precedent that the Cuyamaca Water Company, through its proper officers, shall execute an agreement to be prepared by the City Attorney of The City of San Diego, reserving to said The City of San Diego and to said Cuyamaca Water Company all rights which they or either of them now have or may hereafter procure in the matter of water rights on the San Diego River, San Diego County, California."

NOW, THEREFORE, in order to comply with said proviso, it is hereby stipulated and agreed as follows:

1. That the adoption by said Common Council of said resolution No. 24040; the carrying on of negotiations between the Cuyamaca Water Company and the United States Government for the supply of water to Camp Kearny, California; the execution of a contract

for water supply for Camp Kearny, California, between the United States, or any department thereof, and the Cuyamaca Water Company; the construction of a pipe-line from Murray Reservoir, or from any unit of the Cuyamaca Water System to Camp Kearny, California; the furnishing of water for use at Camp Kearny, California, by the Cuyamaca Water Company; or any or all of the foregoing conditions or contingencies, shall in no manner change, impair, lessen or enlarge the rights of either The City of San Diego or the Cuyamaca Water Company to the waters, or any portion of the waters of the San Diego River, and shall in no manner change the status, or in any manner be construed as affecting the outcome of existing applications, legislation or litigation, or to any extent be considered as a waiver of existing rights under such pending application, legislation or litigation; neither shall the happening of any of the events herein mentioned be used or considered as a waiver of existing rights or acknowledgment of rights or claims of right not existing at this time in the consideration of any application, legislation or litigation hereafter filed, submitted or instituted by or on behalf of said City, or in which said City may be interested, in or before any state or federal tribunal.

The purpose of this agreement is to preserve the rights of the Cuyamaca Water Company and the City of San Diego and of each of them to the waters of the San Diego River, without change or prejudice to either, in the identical condition and status existing prior to the adoption of said Resolution No. 24040.

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 the above named Company, the said Cuyamaca Water Company, has caused these presents to be executed by its proper officers, this 2nd day of November, 1918.

THE CITY OF SAN DIEGO.

By James H. Dougherty

T. J. Fisher

Virgilio Bruschi

W. H. Palmer

Walter P. Moore,

Members of the Common Council.

CUYAMACA WATER COMPANY,

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

Attest:

Charles C. Crouch

By Ed. Fletcher,

Manager.

I hereby approve the form of the foregoing Agreement this 2nd day of November, 1918.

T. B. Cosgrove,

City Attorney of The City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of STIPULATION OF AGREEMENT between CITY OF SAN DIEGO, CALIFORNIA and CUYAMACA WATER CO., being Document No. 118150.

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 13th day of November, 1918, 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 13th day of September, 1918, to-wit, to and including the 13th day of September, 1919.

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-five Dollars (\$25.00) 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.

(SEAL) ATTEST:

Allen H. Wright,  
CITY CLERK

THE CITY OF SAN DIEGO

James H. Dougherty

T. J. Fisher

Virgilio Bruschi

W. H. Palmer

Walter P. Moore,

Members of the Common Council.

Mrs. S. B. Ames.

LESSEE.

I hereby approve the form of the foregoing lease, this 13th day of November, 1918.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of LOT 151, MORENA to MRS. S. B. AMES, being Document No. 118221.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. D. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 7th day of September, 1918, by and between THE CITY OF SAN DIEGO, a municipal corporation, existing under and by virtue of the laws of the State of California, hereinafter called the City, and the UNITED STATES SHIPPING BOARD EMERGENCY FLEET CORPORATION, representing the United States of America, and a corporation organized and existing under the laws of the District of Columbia, hereinafter called the Fleet Corporation;

W I T N E S S E T H

THAT WHEREAS, the Fleet Corporation has made application to the City for a lease of the tide lands and submerged lands hereinafter described; and

WHEREAS, the City acting upon such application did on the 5th day of August, 1918, by its duly elected and authorized Common Council of The City of San Diego, at a meeting regularly and duly called and held on said 5th day of August, 1918, pass its ordinance granting said application and authorizing and empowering a majority of the members of said Common Council to execute and deliver to the Fleet Corporation a lease of said tide lands and submerged lands in accordance with the terms contained in said ordinance, which said ordinance is numbered 7457, on file in the office of the City Clerk of The City of San Diego, California; and

WHEREAS, all times have elapsed, all matters and things have been performed, and all conditions precedent satisfied, which are requisite for the full and complete legality of this lease;

NOW, THEREFORE, in consideration of the premises and of the payment of the rental hereinafter provided, the City, acting under the powers granted to it by the laws of the State of California, contained in Chapter 700 of the Statutes of 1911, entitled, "An Act conveying certain tide lands and lands lying under inland navigable waters situate in the Bay of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," and subsequent amendments thereto, and by virtue of all powers which have been granted to it or which it may have, does, by these presents lease and demise to the Fleet Corporation all of those certain tide lands and lands lying on the shores of The City of San Diego, State of California, and more particularly described as follows:

Commencing at the intersection of the mean high tide line of the Bay of San Diego, (as established by Jas. D. Schuyler, City Engineer in the year 1889), with the southeasterly line of the City of San Diego; thence south seventy-one degrees forty-three minutes fifteen seconds west, along the said southeasterly line of the said city produced, a distance of 1086.67 feet to an intersection with the U. S. Bulkhead Line as established in the year 1918; thence north twenty-six degrees fifty-one minutes one second west, along said bulkhead line, a distance of 275.98 feet to Station No. 301 on said bulkhead line; thence north forty degrees thirty-eight minutes thirty-six seconds west, along said bulk-

head line, a distance of 3923.40 feet to Station No. 300 on said bulkhead line; thence north fifty-six degrees fifty-one minutes west, a distance of 227.30 feet to an intersection with the easterly line of land leased to the State of California for Naval Reserve Armory and more particularly described in Ordinance No. 5659 of the ordinances of the City of San Diego; thence north sixteen degrees east, along said easterly line of land leased to the State of California, a distance of 1309.00 feet to an intersection with the said mean high tide line; thence in a general southeasterly direction along said mean high tide line to the point or place of beginning, containing approximately 127.76 acres more or less.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof, unto the said Lessee, its successors and assigns, for a term of fifty years to and including the seventh day of September, 1968.

2. The right is hereby granted to the Fleet Corporation to terminate this lease at the expiration of twenty-five (25) years from the date hereof, to-wit: on the 7th day of September, 1943, upon the delivery of notice in writing at the office of the City Clerk of The City of San Diego, six months prior to said date, to that effect.

3. The rental for the above described lands shall be upon the basis of the valuation of such lands, and during the occupancy of said premises by the United States Shipping Board Emergency Fleet Corporation as representing the United States Government or by any other corporation, firm or individual acting in the capacity of agent or representative of the United States Government, shall be at the rate of one-tenth of one per cent per annum. This low rental is named in consideration of the desire of the City to assist the Fleet Corporation in every way possible during the present national emergency.

4. In the event that the Fleet Corporation or other agent or representative of the United States Government shall withdraw from said premises or assign this lease to a private corporation, firm, or individual, not acting as agent or representative of the United States Government, then on and after the date of such withdrawal or assignment the rental for the above described lands shall be upon the basis of the valuation of such lands at the rate of four per cent (4%) per annum.

5. Such valuation shall be determined at stated periods during the term of this lease, to-wit: at the date hereof, on the 7th day of September, 1938, and the 7th day of September, 1958.

6. The members of the Common Council of The City of San Diego, signing this lease on behalf of said City and constituting for the purpose of this lease a board of valuation, do hereby fix the reasonable value of said lands for the first period of twenty (20) years of this lease at the sum of Five Hundred Dollars (\$500.00) per acre except as to that part immediately opposite the outlet of Chollas Creek consisting of about ten and two-tenths (10.2) acres which excepted portion is hereby agreed to be of no value on account of necessity of maintaining such outlet and the large flow of water at that place.

Upon the aforesaid basis the reasonable value of the entire tract as leased hereby is fixed at Fifty-eight Thousand Seven Hundred and Eighty Dollars (\$58,780.00); that therefore, during the period of occupancy by the Fleet Corporation or other agent or representative of the United States Government the rental shall be Fifty-eight and 78/100 Dollars (\$58.78) per year; after withdrawal by the agencies of the United States Government, the rental for the remainder of said period of twenty (20) years shall be at the rate of Twenty-three Hundred Fifty-one and 20/100 Dollars (\$2351.20) per year.

7. At a reasonable time prior to the 7th day of September, 1938, the 7th day of September, 1958, the valuation of said lands shall be determined as follows:

A board of valuation shall be appointed consisting of two persons, one to be appointed by the City, and who may be the City Assessor of The City of San Diego, holding office at said time, and one to be appointed by the Fleet Corporation. Said persons shall determine the reasonable value of said lands, or if they are unable to agree, then these two shall appoint a third, in which case a majority of said board shall determine said value and thereupon the board shall report to the Common Council of The City of San Diego such valuation and the rental for the second and third periods of twenty (20) years of the term of this lease shall be fixed upon the basis of such report. Until such time as said report is made and acted upon by the Common Council, the rental shall continue to be upon the valuation fixed for the previous period of twenty years.

8. The valuation fixed in accordance with Paragraph 5 shall be upon the premises unimproved and shall not include the value of any improvements made upon the leased land herein described after the date of this lease.

9. All of said rentals shall be payable in yearly installments 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 official as the Common Council may designate, commencing on the 7th day of September, 1919, and on said date in each succeeding year thereafter.

10. This lease is given and accepted upon the understanding that the Lessee shall expend upon the improvements on said lands within the first year of the term of this lease the sum of not less than Nine Hundred Thousand Dollars (\$900,000.00) in the filling in of said land and the construction of a shipyard thereon.

11. The Fleet Corporation 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 or any other walls or structures of any kind in order to make said premises suitable to the purposes hereinafter specified provided that no work shall be done upon, nor made use of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

12. Said premises may be used by the Fleet Corporation for the construction, maintenance, operation and alteration of shipyards, docks, drydocks, plant and equipment for the construction, alteration, equipment or repair of boats, vessels, ships and craft of all kinds and sizes; to manufacture or repair commodities and merchandise of all kinds used in commerce; and to do any and all other things necessary, convenient or beneficial to accomplish such purposes, all of which being for the furtherance of commerce and navigation in the harbor of San Diego.

13. The Lessee herein may sublet said lands, or any part thereof, provided that such sub-leases shall be subject to the same conditions and restrictions contained in this lease.

14. There is reserved to the Common Council and to the people of The City of San Diego, the right and privilege, by ordinance, duly adopted, to terminate, change or modify this lease upon paying to the Lessee, its successors or assigns, a sum of money which shall be equal to the amount with interest expended by the Fleet Corporation and its successors or assigns in the reclamation, dredging and improvements of every kind and nature made on or upon said lands from the date hereof to date of the exercise by the City of the privilege aforesaid. The City hereby agrees that it will not exercise said right during the occupancy of said premises by the United States Government or the United States Shipping Board Emergency Fleet Corporation, or other corporation, firm, or individual acting as representative, or agent for the United States Government. The City also agrees that it will not in any event without the consent of the Fleet Corporation exercise said

right for the purpose of leasing the whole or any portion thereof to a private corporation, firm or individual other than the fleet Corporation, or its successors and assigns, engaged in the same or similar business to that of the Fleet Corporation, its successors, or assigns, or for the same or similar purposes, as contained in this lease.

15. The City shall at no time during the term of this lease be required to make any improvements on or for the benefit of the leased lands.

16. The City of San Diego reserves over the demised land a continuous right of way for a municipal belt line of railway tracks, which right of way shall be not less than 100 feet in width and shall be located along the eastern boundary of the said demised land wherever possible to do so and so as to practically parallel the United States Bulkhead Line. The general location of such municipal belt line or railway along the harbor front of The City of San Diego, not yet having been determined by the said City, the location thereof through the lands hereby leased is not herein described by metes and bounds. The Fleet Corporation, however, shall be entitled to damages, if, in the exercise of the right herein reserved, any improvements placed or made upon said demised land by the Lessee or any one holding under it shall be impaired in value, removed or destroyed, and nothing herein contained shall be deemed to deprive the Lessee, or any one holding said land or any part thereof under it, of the right to recover all damages which may be sustained by the exercise of the right so reserved.

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; provided, further, that the exercise of the right herein reserved shall be subject to the conditions hereinbefore mentioned conferring upon said Lessee the right to recover all damages which may be sustained by the exercise of said right so reserved; 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. Said right of way, however, shall not be enforced by the Lessor to the detriment of the work carried on by the Fleet Corporation as agent of the United States Government during the present national emergency.

17. 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 remove from said demised premises and shall have no further right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right to 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. Upon the termination of the lease, this Lessee shall have the right to remove all buildings, improvements and equipment placed upon the said land by it; and it shall have the right, from time to time, during said term, to make such alterations or changes in the improvements which may be placed upon said land by it as it shall deem proper, or to remove any such buildings, im-

provements, machinery or equipment.

18. Whenever in this indenture any of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such party. The Fleet Corporation may assign this lease to any person, firm or corporation. All the covenants and agreements in this indenture contained by or on behalf of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

19. If any one or more phrases, clauses, sentences, or paragraphs of this lease is for any reason declared invalid or unconstitutional by any Court, person or body exercising judicial functions, such declaration shall not affect the validity of the remaining portions of this lease; and the parties hereto declare that they would have entered into this agreement and into each phrase, clause, sentence or paragraph thereof notwithstanding the fact that any other one or more of the phrases, clauses, sentences, and paragraphs be invalid or unconstitutional.

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 the above named Lessee by its officers duly authorized thereunto has set its hand and affixed its corporate seal the day and year first above written.

THE CITY OF SAN DIEGO

James H. Dougherty

T. J. Fisher

Virgilio Bruschi

W. H. Palmer

Walter P. Moore,

Members of the Common Council.

THE UNITED STATES SHIPPING BOARD  
EMERGENCY FLEET CORPORATION

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

By Howard Coonley

(SEAL) ATTEST:

Wayne V. O'Neil  
Assistant Secretary.

APPROVED AS TO FORM

DATE- September 7, 1918.

Thomas A. Thacher  
Assist. Counsel  
LEGAL DIVISION

Notice, 11-27-18.

D. H. Bundro  
Comptroller

M. Ed. ?

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

On this 30th day of October, 1918, before me, Allen H. Wright, City Clerk of The City of San Diego, and authorized to take acknowledgments therein, personally appeared William H. Palmer, Walter P. Moore, Virgilio Bruschi, J. H. Dougherty and T. J. Fisher, Members of the Common Council of The City of San Diego, a municipal corporation of the County of San Diego, State of California, that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.

Allen H. Wright,  
City Clerk.

STATE OF PENNSYLVANIA )  
 : SS:  
 COUNTY OF PHILADELPHIA)

On this 29th day of November 1918, before me F. deFiganieri, a Notary Public in and for said County, personally appeared HOWARD COONLEY and Wayne V. O'Neil, known to me to be the Vice President and Assistant Secretary of the United States Shipping Board Emergency Fleet Corporation, a corporation described in and that executed the within instrument and also known to me to be the persons who executed it on behalf of said Corporation, and acknowledged to me that such corporation executed the same.

D. de Figanieri,

Notary Public in and for the County of Philadelphia,  
 State of Pennsylvania.

(SEAL)

Com. expires Feby. 21/ 1919.

I HEREBY APPROVE the form of the foregoing Lease, this 29th day of October, 1918.

T. B. Cosgrove,

City Attorney.

APPROVED AS TO FORM

DATE--- Nov. 6, 1918.

Thomas A. Thacher  
 Assist. Counsel  
 LEGAL DIVISION-

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to UNITED STATES SHIPPING BOARD EMERGENCY FLEET CORPORATION, being Document No. 118088.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

### LEASE

THIS INDENTURE, made this 2nd day of December, 1918, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City, under and by virtue of the authority conferred by Ordinance No. 7537 of the ordinances of The City of San Diego, authorizing the execution of this lease, and WILLIAM W. BAILES, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described property situated in The City of San Diego, County of San Diego, State of California, more particularly described as follows:

The northwest quarter of Pueblo Lot 1329 of the Pueblo Lands of the City of San Diego, according to the map thereof made by James Pascoe in 1870, now owned by said city:

For the term of one year, commencing December 23rd, 1918, at a yearly rental of ten dollars (\$10.00) payable annually in advance.

And said Lessee does hereby covenant, promise and agree to pay said City the said rent in the manner hereinabove provided, and to perform the covenants herein contained, and 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 thereof will permit.

Said Lessee further covenants and promises and agrees to use and maintain said property for agricultural purposes only; provided, that if said premises are used for any purpose other than those herein specified, or in case said rental is not paid as herein

provided, said City may terminate this lease.

And said city does hereby covenant, promise and agree that said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably have, hold and enjoy the said premises for the term aforesaid.

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

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

THE CITY OF SAN DIEGO,  
T. J. Fisher,  
Virgilio Bruschi  
W. H. Palmer  
Walter P. Moore,  
Members of the Common-Council  
Wm. W. Bailes,  
Lessee.

I hereby approve the form of the foregoing Lease, this 29th day of October, 1918.

T. B. COSGROVE, City Attorney.

By S. J. Higgins.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of PORTION OF P. L. 1329 to WM. W. BAILES, being Document No. 118092.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By J. A. Jacques Deputy.

L E A S E.

LESSOR THE CITY OF SAN DIEGO

CONTRACTING OFFICER, T. T. FRISSELL, Major, U. S. Army, A.Q.M.- SAN FRANCISCO, CALIF.  
PREMISES, CANTONMENT AT CAMP KEARNY

TO BE OCCUPIED BY THE UNITED STATES as PASTURE LAND

RENTAL PER ANNUM \$1.00 APPROPRIATION Gen. Appropriations QMC.1919(\$.92)

DATE OF LEASE July 15, 1918 DATE EFFECTIVE August 1, 1918 DATE EXPIRES June 30, 1919.

THE AUTHORITY FOR THIS LEASE IS Par. 207 Compilation of General Orders, Circulars and Bulletins, 1881-1915.

THESE ARTICLES OF AGREEMENT, Entered into this 15th day of July, 1918, between T. T. Frissell, Major, U. S. Army, A.Q.M., 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 San Diego, 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 August 1, 1918, and ending with June 30, 1919, at the rental and under the conditions named below:

1a. At a rental of the sum of One Dollar (\$1.00) per annum, payable as soon after the close of the fiscal year as practicable.

1b. All that certain real property situated in the County of San Diego, State

of California, particularly described as follows, to-wit:

Pueblo Lot 1273 of the Pueblo Lands of the City of San Diego, according to map thereof made by James Pascoe, in 1870, and on file in the office of the City Clerk of said city, consisting of 153.5 acres, more or less.

1c. That the lands hereinbefore described are hereby demised and leased as pasture land for Government stock and such other and further military uses as may be designated by the Secretary of War or other duly constituted authority of the United States of America.

1d. That if during the term of this lease the United States of America shall abandon the use of said land for the purpose aforesaid, then and in that event and upon such abandonment, this lease shall be terminated; provided, however, that no temporary cessation of such uses by the United States of America shall be construed as an abandonment.

1e. That upon the expiration of this lease or any sooner termination thereof, the right is reserved to remove or cause to be removed any and all buildings and improvements that may be placed upon said land by the United States of America or by anyone else in its behalf or for its use.

1f. That neither the lessee nor his assigns shall be held to have assumed any other, different or greater liability or responsibility than is hereby expressly provided for.

2. That the said lessor will warrant and defend to the lessee, 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 Government in or before the proper State or United States courts.

6. That no Member of or Delegate to Congress, or Resident Commissioner, 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. 1088), this stipulation, 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 thirty 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, 1922, but no renewal shall be made to include more than one fiscal year.

The following alterations were made before signing this lease.

Brief, line 5, "Month" erased "Annum" inserted.

Article 1, line 4, eliminated in part.

Articles 3, 4 & 5 eliminated.

Article 6, lines 1 and 2 "nor any person belonging to or employed in the military service of the United States" eliminated; line 4 "L 1109" eliminated, "1088" substituted; lines 4 & 5 "so far as it relates to members of or Delegates to Congress or Resident Commissioners" eliminated.

Brief, line 2, "Quartermaster at" deleted.

<sup>m</sup>  
Preamble, line 2, "Quartermaster Corps, U.S. Army" deleted.

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 its own use, and that there are no public buildings, quarters, or grounds 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: Michael Radznill as to T. T. Frissell,  
T. T. FRISSELL,  
Major, U. S. Army, A.Q.M.

(SEAL)

Allen H. Wright  
City Clerk

as to

( The City of San Diego By  
( James H. Dougherty  
( T. J. Fisher  
( Virgilio Bruschi  
( W. H. Palmer  
( Walter P. Moore,  
Councilmen

Ordinance No. 7442.

AN ORDINANCE AUTHORIZING A MAJORITY OF THE MEMBERS OF  
THE COMMON COUNCIL OF THE CITY OF SAN DIEGO TO ENTER INTO  
A LEASE WITH THE UNITED STATES OF AMERICA FOR CERTAIN  
PUEBLO LANDS.

BE IT ORDAINED, By the Common Council of The City of San Diego, as follows:

Section 1. That a majority of the members of the Common Council, be, and they are hereby authorized and directed to enter into a lease with The United States of America, for Pueblo Lot 1273 of the Pueblo Lands of The City of San Diego, for the term of one year, for an annual rental of One Dollar (\$1.00).

Section 2. This ordinance shall take effect and be in force on the thirty-first day from and after its passage and approval.

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of Ordinance No. 7442 of the Ordinances of The City of San Diego, California, as adopted by the Common Council of said City, and approved by the Mayor of said City on the 17th day of July, 1918.

(SEAL)

Allen H. Wright,

City Clerk of the City of San Diego, California.

#### 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 word "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 HEREBY APPROVE the form of the foregoing lease, this 4th day of October, 1918.

T. B. Cosgrove,

City Attorney of the City of San Diego, Cal.

By S. J. Higgins, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF PUEBLO LOT 1273 TO THE UNITED STATES GOVERNMENT, being Document No. 118233.

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 16th day of December, 1918, 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 Shipbuilding and Dry Dock Corporation, 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 the intersection of a line drawn parallel to and distant 110 feet southwesterly from the center line of the A. T. & S. Fe Ry. right-of-way with the northwesterly line of the Pacific Coast Steamship Company's Lease as more particularly described in Ordinance No. 2198 of the Ordinances of the City of San Diego, California, said point being more particularly described and located as follows:

Beginning at the intersection of the west line of 4th Street with the south line of K Street; thence South 0 degrees 22 minutes 45 seconds East, along the west line of 4th Street and said 4th Street produced, a distance of 397.28 feet to an intersection with a line drawn parallel to and distant 110 feet southwesterly from the center line of said railway; thence South 56 degrees 52 minutes 15 seconds East; parallel to said railway center line, a distance of 35.37 feet to the true point of beginning; thence from the true point of beginning South 44 degrees 04 minutes 45 seconds West, along the said northwesterly line of the Pacific Coast Steamship Company's Lease, a distance of 362.42 feet; thence

South 63 degrees 07 minutes 45 seconds West, a distance of 520.69 feet to an intersection with the United States Bulkhead Line as established in the year 1912; thence North 50 degrees 50 minutes West, along said Bulkhead Line, a distance of 927.42 feet; thence North 63 degrees 07 minutes 45 Seconds East, a distance of 818.92 feet to an intersection with a line drawn parallel to and distant 110 feet southwesterly from the center line of said railway, said point being located North 56 degrees 52 minutes 15 seconds West, 134.82 feet from the west line of 2nd street produced South; thence South 56 degrees 52 minutes 15 seconds East, on a line parallel to and distant 110 feet southwesterly from the center line of said railway, a distance of 841.99 feet to the point or place of beginning; containing 16.47 acres.

TO HAVE AND TO HOLD the said premises, and each and every part and parcel thereof, unto the said Lessee for the term of fifty (50) years from and after the 4th day of December, 1918, at rentals as follows:

The rental to be paid by the Lessee for said land shall be fixed upon a basis of the valuation thereof. Upon such basis, the City does hereby fix the rental for the first twenty year period of said term at the rate of One Hundred Dollars (\$100.00) per month.

In December of the year 1938, the Common Council of The City of San Diego shall ascertain the reasonable value of the demised land for the purpose of fixing the rental for the balance of the term. The re-valuation of the demised land for such purpose shall be according to the assessed valuation of adjoining land of similar character and area as shown by the assessment roll of the County of San Diego for the fiscal year 1937-38; that is to say, the reasonable value of said land for the purpose of fixing the rental aforesaid shall be the assessed value per acre upon the land alone, regardless of improvements, of such adjoining land; and the rental for the remainder of the term shall be an amount equal to five per cent per annum upon such valuation.

All of said rentals shall be payable in monthly installments in gold coin of the United States, at the office of the Harbormaster and Wharfinger of said City of San Diego, or to such other official as the Common Council may hereafter designate.

The Lessee herein may sublet the said lands, or any part thereof, provided that such sublease shall be subject to the same conditions and restrictions contained in this lease.

There is reserved to the Common Council and to the people of the City of San Diego the right and privilege, by ordinance duly adopted, to terminate, change or modify this lease upon paying to the Lessee, its heirs, executors, administrators or assigns, a sum of money which shall be equivalent to the value of the entire leasehold estate, including all franchises or privileges herein conferred. That the manner of ascertaining the value of the leasehold estate shall be as provided by the law of the State of California for the exercise of the right of eminent domain by municipalities.

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 such buildings and structures as may be necessary or convenient for the carrying on of a shipbuilding and dry dock business; for the manufacture of aeroplanes, and for any and all other manufacturing purposes and materials necessary or needful in the construction, repair and maintenance of shipbuilding, ship repairing, vessels and vessel repairing, and all buildings or structures so con-

structed shall be built 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 thirty (30) days from and after the execution of this lease, begin the construction of improvements upon the demised land, which improvements may include dredging work to make said land available for the purposes of the Lessee, the construction of bulkheads and other improvements of similar character; and there shall be expended in and about such work within a period of ninety (90) days the sum of not less than Ten Thousand Dollars (\$10,000.00); and said Lessee shall continue making improvements after said period of ninety (90) days, and if it shall fail within the period of one year after the beginning of the term to expend the sum of at least One Hundred Thousand Dollars, (\$100,000.00) in improvements, or if it shall fail, within the period of ninety (90) days to expend the sum of Ten Thousand Dollars (\$10,000.00) in improvements upon said lands, said Common Council of The City of San Diego will be warranted in cancelling this lease upon thirty (30) days' written notice to the Lessee; provided, however, that if within thirty (30) days after receiving such notice, the Lessee shall complete such expenditures, he shall be relieved of such default; and provided further that said sum of One Hundred Thousand Dollars (\$100,000.00) shall be expended with reasonable diligence during said term of one year, and that an unusual period of time, consisting of several months, shall not be allowed to elapse between the expenditure of Ten Thousand Dollars (\$10,000.00) during the period of ninety days and the expenditure of the balance of said sum of One Hundred Thousand Dollars (\$100,000.00) during said period of one year. The purpose of this provision being to require the expenditure of One Hundred Thousand Dollars (\$100,000.00) during the last nine months of the first year of the term of this lease with reasonable diligence, and to require monthly or bi-monthly expenditures during said period of nine months in such amounts as would reasonably indicate that the entire sum of One Hundred Thousand Dollars (\$100,000.00) would have been expended on the termination of the first twelve months of the term of this lease. Providing, however, that in the event work is stopped or delayed in the construction of improvements upon said leased premises during said period of one year due to strikes or other labor disorders or labor difficulties, or due to act of God or the public enemy, or due to other reasons over which the Lessee has no control, the time lost during such delays shall be credited to the Lessee and added to said period of twelve months within which said sum of One Hundred Thousand Dollars (\$100,000.00) shall be expended, and each such delay caused as aforesaid shall in no manner prejudice the Lessee herein.

The term improvements, as used in the foregoing provisions of this lease, is intended to and shall include all expenditures made by the Lessee, its heirs, executors or assigns, in connection with dredging or bulkheading for the purpose of filling in said leased lands or any part thereof, and shall include all buildings erected thereon and all equipment located in said buildings or upon said leased premises or immediately adjacent thereto and used in connection with said leased premises, and shall include all equipment for building ships, and for carrying on drydock or storage business and for manufacturing purposes.

(2) 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 de-

crease the amount of tidal waters of the Bay of San Diego.

(3) At no time during said term shall The City of San Diego be required to make any improvements upon or for the benefit of the demised land.

(4) The City of San Diego reserves over the demised land a continuous right of way for a municipal belt line of railway tracks, which right of way shall be not less than one hundred (100) feet in width, and shall be so located as to practically parallel the United States Bulkhead line. The Lessee, however, shall be entitled to damages, if, in the exercise of the right herein reserved, any improvements placed or made upon said demised land by the Lessee or any one holding under it shall be impaired in value, removed or destroyed, and nothing herein contained shall be deemed to deprive the Lessee, or any one holding said land or any part thereof under it, of the right to recover all damages which may be sustained by the exercise of the right so reserved.

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 expenses of making any crossing or crossings and their equitable share in the cost of maintaining the same; provided, further that the exercise of the right herein reserved shall be subject to the conditions hereinbefore mentioned conferring upon said Lessee the right to recover all damages which may be sustained by the exercise of said right so reserved; 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) The Lessee shall have the right to enter upon said land prior to the beginning of said term for the purpose of preparing it for the contemplated use, and it shall not be liable for any rental during such period. If it shall fail, however, to begin active work to establish said business upon said land not later than the beginning of said term, or if the said Lessee 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 it shall remove from said premises and shall have no right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said property and said Lessee shall forfeit all rights and claims thereto and hereunder, and said Lessee, in accepting this lease, hereby acknowledges the right of said 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. Upon the termination of the lease, this Lessee shall have the right to remove all buildings, improvements and equipment placed upon the said land by it, and it shall have the right, from time to time, during said term, to make such alterations or changes in the improvements which may be placed upon said land by it as it shall deem proper, or to remove any such buildings, improvements, machinery or equipment.

The provisions hereof shall be binding upon and will inure to the benefit of the heirs, executors, administrators and assigns of the Lessee, and any successor in interest of the Lessor.

IN WITNESS WHEREOF, a majority of the Members of the Common Council of said The City of San Diego have hereunto set their hands as and for the act of said City, and said Lessee has hereunto set its hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO

James H. Dougherty

T. J. Fisher

Virgilio Bruschi

W. H. Palmer

Walter P. Moore,

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

San Diego Shipbuilding & Dry Dock Corporation

By Adam F. Weckler,

(SEAL) ATTEST:

LESSEE. President.

O. K. Wilson

Assistant Secretary

I hereby approve the form of the foregoing Lease, this 12th day of December, 1918.

T. B. Cosgrove,

City Attorney of The City of San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to SAN DIEGO SHIPBUILDING & DRY DOCK CORPORATION, being Document No. 119075.

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 CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of one hundred forty-six dollars (\$146.00), 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 December, 1918.

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 Park Avenue, in said City of San Diego, between the south line of Upas Street produced east and the south line of Lot J, Block 260, of Horton's Addition, produced east, 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)

M. B. Fowler,  
Secretary.

THE AETNA CASUALTY AND SURETY 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 23rd day of December, 1918.

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. 24163, passed and adopted on the 23rd day of December, 1918, require and fix the sum of \$146.00 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 23rd day of December, 1918, by and between the 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 west side of PARK AVENUE, in the City of San Diego, California, between the south line of Upas Street produced east and the south line of Lot J, Block 260, Horton's Addition, produced east, together with the maintenance of the posts, arms, lamps and equipment thereon. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after the date of this agreement.

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. 116500, 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 the City Engineer of said City, it will pay to said first party the sum of five hundred ninety-four dollars (\$594.00), 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 "Park Avenue Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of forty-nine dollars and fifty cents (\$49.50), until said sum of five hundred ninety-four dollars (\$594.00) shall have been fully paid.

And it is further agreed that no part or portion of said sum of five hundred ninety-four dollars (\$594.00) shall be paid out of any other fund than said special fund designated as "Park Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 five hundred ninety-four dollars (\$594.00).

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said 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, 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 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 James H. Dougherty

T. J. Fisher,

W. H. Palmer,

Walter P. Moore,

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Undertaking, this 23rd day of December 1918.

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 THE CITY OF SAN DIEGO, CALIFORNIA, and SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, for the Lighting of Park Avenue, being Document No. 119187.

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 13th day of January, 1919, between The City of San Diego, a municipal corporation of the County of San Diego, State of California, hereinafter called The City, and C. G. Wilson, of Hill, California, hereinafter called the Lessee,

WITNESSETH: That the said City does by these presents, demise and lease unto the said lessee, the following described property, in the County of San Diego, State of California, to-wit:

All of Pueblo Lot No. 1353, of the Pueblo Lands of the City of San Diego, County of San Diego, State of California, for the term of one year from and after the 1st day

of January, 1919, at the rent or sum of \$30.00, payable on the first day of said term, in advance.

It is further agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises or any part thereof, without permission of the Common Council of the said The City of San Diego.

It is further agreed by and between the parties hereto that the above described land is leased to said lessee for agricultural purposes and for no other purpose or purposes.

The said lessee does hereby covenant and promise and agree that he will till not less than twenty-five acres of land in said Pueblo Lot, and shall keep said premises in repair, reasonable wear and damages by the elements excepted.

And it is further agreed that if any rent shall be due and unpaid or any default shall be made in any of the covenants herein contained, then it shall be lawful for the said City to re-enter said premises and remove all persons therefrom.

And the said lessee does hereby covenant, promise and agree to pay the said City the said rent in the manner herein 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 City does hereby covenant, promise and agree that the said lessee, paying the 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, the said City has caused these presents to be executed by a majority of the members of the Common Council of said City, and the said lessee has hereunto set his hand the day and year first above written.

CITY OF SAN DIEGO,

James H. Dougherty

T. J. Fisher

Virgilio Bruschi

W. H. Palmer

Walter P. Moore,

MEMBERS OF THE COMMON COUNCIL.

C. G. Wilson

LESSEE.

I hereby approve the form of the within contract, the 4th day of January, 1919.

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 of P. L. 1353 to C. G. WILSON, being Document No. 119462.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

# LEASE

THIS INDENTURE, made this 13th day of January, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the

Common Council of said City, under and by virtue of the authority conferred by Ordinance No. 7558 of the Ordinances of The City of San Diego, authorizing the execution of this lease, and G. H. LEWIS, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described property situated in The City of San Diego, County of San Diego, State of California, more particularly described as follows:

All of Pueblo Lot Twelve Hundred and Forty (1240) of the Pueblo Lands of The City of San Diego, according to the map made by James Pascoe in 1870, now owned by said City.

For the term of one year, commencing Sept. 11th, 1918, at a yearly rental of Twenty Dollars (\$20.00), payable annually in advance.

And said Lessee does hereby covenant, promise and agree to pay said City the said rent in the manner hereinabove provided, and to perform the covenants herein contained, and 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 thereof will permit.

Said Lessee further covenants and promises and agrees to use and maintain said property for grazing and pasturage purposes only; provided, that if said premises are used for any purpose other than those herein specified, or in case said rental is not paid as herein provided, said City may terminate this lease.

And said City does hereby covenant, promise and agree that said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably have, hold and enjoy the said premises for the term aforesaid.

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

THE CITY OF SAN DIEGO

James H. Dougherty

T. J. Fisher

Virgilio Bruschi

W. H. Palmer

Walter P. Moore

Members of the Common Council.

G. H. Lewis

Lessee.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

I hereby approve the form of the foregoing lease, this 13th day of January, 1919.

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 of Pueblo Lot #1240 to G. H. LEWIS, being Document No. 118686.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. Jacques Deputy.

THIS AGREEMENT, made and entered into this 19th day of March A. D., 1919, between THE CITY OF San Diego, a municipal corporation in the County of San Diego, State of California, party of the first part, and William E. Donohoe, and Alonzo Donohoe, doing business under the firm name and style of Donohoe Brothers, parties of the second part, WITNESSETH:

That the said party of the first part does by these presents demise and lease unto the said parties of the second part the following described property, in the County of San Diego, State of California:

The Southeast quarter of the Northwest quarter, the north half of the southwest quarter and the southeast quarter of the southwest quarter of Section 26, Township 18 South, Range 2 East.

The northwest quarter of the southeast quarter of Section 27, Township 18 South, Range 2 East.

The southwest quarter of Section 27, Township 18, Range 2 East.

The northeast quarter of the southeast quarter, and the south half of the southeast quarter of Section 28, Township 18 South, Range 2 East.

Lots 2, 3 and 4, Section 32, Township 18 South, Range 2 East; Lots 1 and 2 and the northeast quarter of Section 33, Township 18 South, Range 2 East; Lots 1 and 2, Section 34, Township 18 South, Range 2 East.

For the term of five years from and after the 19th day of March A. D., 1919, at the rent or sum of One Thousand Dollars (\$1,000.00), payable in five equal installments of Two Hundred Dollars (\$200.00) each, on the first day of March of each year during said term, in advance.

It is further agreed by and between the parties hereto that this lease shall not be assigned nor transferred, nor shall the said parties of the second part have the right to sublet the leased premises or any part thereof, without the permission of the Common Council of said City of San Diego.

It is further agreed by and between the parties hereto that the above described land is leased to said parties of the second part for grazing and agricultural purposes and for no other purpose or purposes.

The said parties of the second part do hereby covenant and promise and agree that they will not allow goats to graze upon the property hereinabove described.

And it is hereby agreed that if any rent shall be due and unpaid, or if default shall 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 remove all persons therefrom.

And the said parties of the second part do hereby covenant, promise and agree to pay the said party of the first part the said rent in the manner herein specified, and that at the expiration of said term, the said parties of the second part 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 party of the first part does hereby covenant, promise and agree that the said parties of the second part, paying the 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, 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 the said City, and the said parties of the second part have hereunto set their hands the day and year first above written.

THE CITY OF SAN DIEGO

James H. Dougherty

T. J. Fisher

Virgilio Bruschi

W. H. Palmer

(SEAL) ATTEST:

Allen H. Wright,  
CITY CLERK.

Walter P. Moore  
MEMBERS OF THE COMMON COUNCIL

DONOHOE BROTHERS

BY A. H. Donohoe

I hereby approve the form of the within Contract, this 15th day of March A. D., 1919.

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 WM. E. AND ALONZO DONOHOE for certain City Lands in Marron Valley, and THE CITY OF SAN DIEGO, CALIFORNIA, being Document No. 120610.

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 19th day of March, 1919, 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 south half of the southwest quarter of Section 3; the southeast quarter of the southeast quarter of Section 4; the east half of the northeast quarter and the northeast quarter of the southeast quarter of section 9; the northwest quarter, and the northwest quarter of the southwest quarter of section 10; the south half of the south half of section 13; the south half of the southeast quarter, the northwest quarter of the southeast quarter, the southeast quarter of the southwest quarter and the north half of the southwest quarter of section 14; the northeast quarter of the southeast quarter, the south half of the northeast quarter and the northwest quarter of the northeast quarter of section 15; the northeast quarter of the northeast quarter of section 24; all in Township 17 South, Range 3 East, S.B.M., in the County of San Diego, State of California, also the northwest quarter of the northwest quarter of section 19, Township 17 South, Range 4 East, S.B.M., in said County of San Diego, State of California.

For a term of one year from and after the 4th day of March, 1919, at a rental of Two Hundred Dollars (\$200.00) for the said year, payable in advance on the first day of the term.

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.

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 upon payment of the said rent and performance of the covenants aforesaid, 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.

(SEAL) ATTEST:

Allen H. Wright

C I T Y C L E R K

THE CITY OF SAN DIEGO

James H. Dougherty

T. J. Fisher

Virgilio Bruschi

W. H. Palmer

Walter P. Moore

MEMBERS OF THE COMMON COUNCIL

Sicilio Salazar

L E S S E E.

I hereby approve the form of the foregoing Lease, this 17th day of March, 1919.

T. B. Cosgrove, City Attorney

S. J. Higgins, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between S. SALAZAR and CITY OF SAN DIEGO, CALIFORNIA, being Document No. 120612.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy

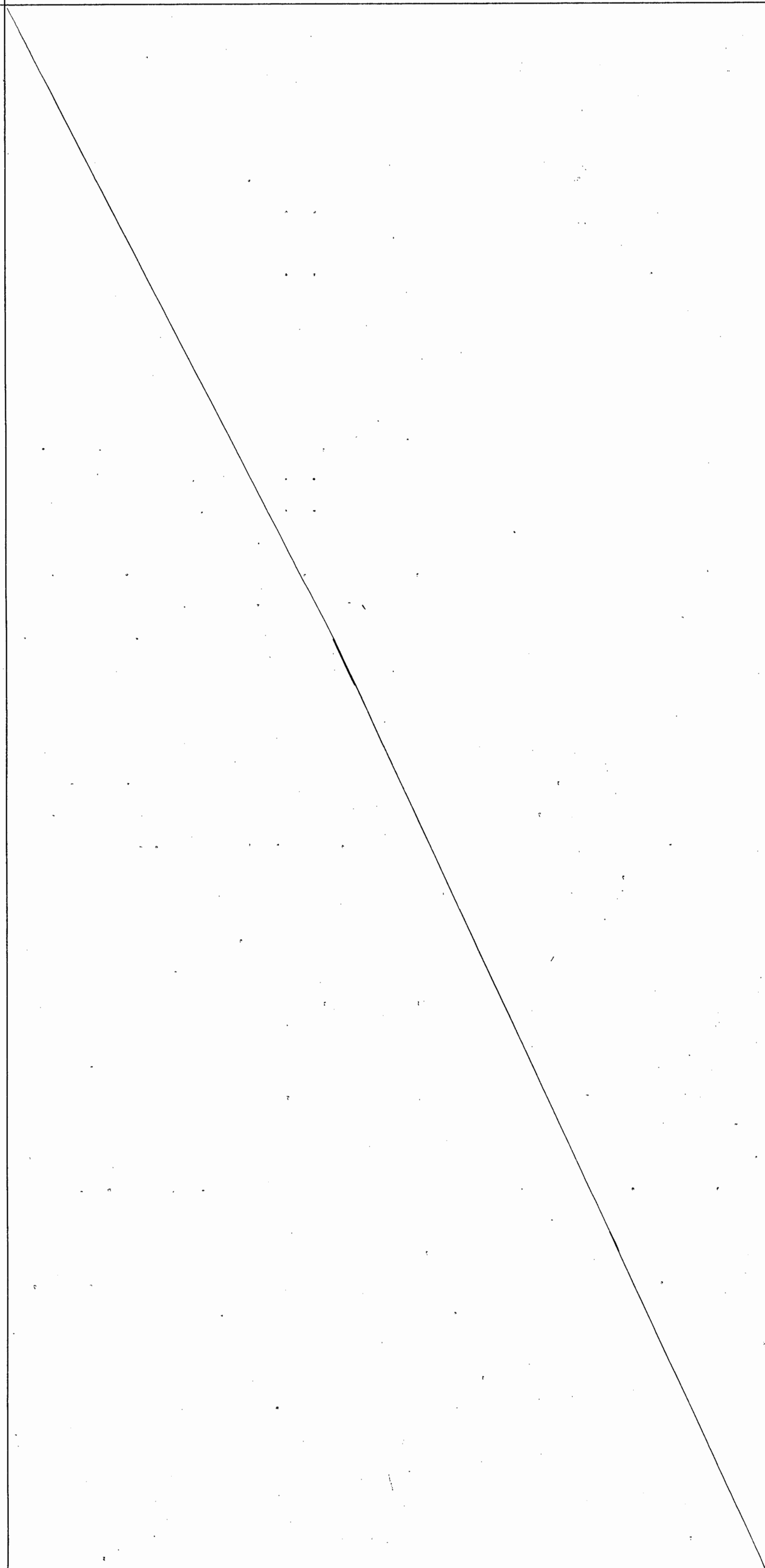
L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 17th day of March, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter described as the City, and C. C. BENJAMIN, 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 1, 2 and 3, in Block 4, Municipal Tide Lands Subdivision, Tract No. 1, as shown on the map thereof on file in the City Engineer's office of The City of San Diego.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of years to and including the 1st day of March, 1944, at a monthly rental of twenty dollars (\$20.00) during the year 1919, and in January of the year 1920, the Common Council of said City shall determine the rental to be paid during the remainder of the term of said lease, which at no time shall be in excess of five per cent. (5%) of the assessed valuation of the abutting property. All of said rentals payable monthly in advance in gold coin of the United States at the office of the Harbormaster and Wharfinger of said The 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 accept-



ing this lease, acknowledges the right of said City to readjust and increase the rental at any time, as herein provided.

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.

There is hereby reserved to the Common Council of said City and to the people of The City of San Diego the right and privilege by ordinance duly adopted, to terminate, change or modify this lease on thirty days' written notice served upon said Lessee.

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 buildings and such other structures as may be necessary or convenient for the manufacture of automobile equipment. All buildings and other structures so constructed to be in accordance with the ordinances of The City of San Diego. It is further specifically agreed and covenanted that the Lessee herein named shall, within a period of ninety 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 twenty-five hundred dollars (\$2500.00), and expend in the installation of equipment in said 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 twelve thousand five hundred dollars (\$12,500.00) on or before the 14th day of August, 1919, 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 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 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 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 further 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 the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By James H. Dougherty

T. J. Fisher

Virgilio Bruschi

W. H. Palmer

Walter P. Moore

Members of the Common Council.

C. C. Benjamin

Lessee.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

I hereby approve the form of the foregoing Lease, this 17th day of February, 1919.

T. B. Cosgrove,

City Attorney of The City of San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to C. C. BENJAMIN, being Document No. 120201.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

AGREEMENT OF LEASE.

THIS INDENTURE, made this 21st day of April, 1919, by and between THE CITY OF SAN

DIEGO, a municipal corporation, located in the County of San Diego, State of California, acting by and through the Common Council of said City, hereinafter called the City, and J. J. RICHERT, of the County of San Diego, State of California, hereinafter called the Lessee, WITNESSETH, That:

First, - The City, for and in consideration of the rents, covenants, agreements, terms and conditions hereinafter mentioned and covenanted on the part of the lessee, to be paid, performed, kept and observed, has leased and demised, and by these presents does lease and demise unto the said Lessee, to be used by said Lessee for pasturage purposes only, the following described real property situated in the City of San Diego, County of San Diego, State of California, said real property being more particularly described as follows, to-wit:

All of Pueblo Lots 1293 and 1294, and the east half of Pueblo Lot 1295, of the Pueblo Lands of The City of San Diego; for the term beginning April 21st, 1919, and extending to and including April 20th, 1920,

Second. - It is further understood and agreed by and between the parties hereto that said Lessee shall have the option upon not less than one month's written notice to the City prior to the termination of this agreement to renew this agreement upon the same terms and conditions annually during the period of five years from the date of the execution of this instrument.

Third. - Said Lessee hereby covenants and agrees that during the term of this lease said Lessee will yield and pay rent, in the manner hereinafter specified, unto the said City at the rate of one dollar and Twenty-five cents (\$1.25) per acre per year, subject to the conditions of this agreement, said payment to be due on the last day of the term of the lease herein contained.

Fourth. - Said Lessee covenants and agrees that at the expiration of the tenancy hereunder to surrender and give up said leased land, together with improvements thereon in like good order that they were in at the occupation hereunder, damage by the elements excepted.

Fifth. - Said Lessee further covenants and agrees that he will not during the term aforesaid assign this agreement, or any interest herein without the consent of said City in writing being first had and obtained.

Sixth. - Said Lessee further covenants and agrees that he will at his own expense construct, maintain and keep in repair all fences enclosing said land hereinabove described, and shall prevent any cattle or stock belonging to said Lessee from trespassing upon any lands not mentioned in this lease or upon any cultivated lands belonging to said City. That said fences shall be constructed of four barbed wires with posts at intervals of not more than ten feet.

It is further expressly understood and agreed by the parties hereto that should any cattle belonging to said Lessee, or owned or controlled by said Lessee, trespass on any property belonging to said City, and not covered by this lease, the City shall have the right, and it is hereby expressly given the right to impound and hold the cattle so trespassing for any damages which the City may sustain by reason of such trespass.

In case said Lessee fails, refuses and neglects to pay said damages within ten days from the date of the receipt of notice thereof, said City shall have the right to sell sufficient number of said cattle as will pay any damage caused by such trespass.

Seventh. - It is further expressly understood and agreed by and between the respective parties hereto that in the event that said Lessee fails to comply with all the foregoing provisions and conditions the City of San Diego may cancel this lease by giving

thirty days' written notice to said Lessee.

Eighth. - It is further expressly understood and agreed by said parties hereto that this lease is made and executed subject in all respects to that certain contract of lease entered into by and between The City of San Diego and the United States of America, on the 13th day of February, 1918, wherein and whereby said City leased to said United States of America, certain Pueblo Lots belonging to said City.

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, and attested by the City Clerk of said City, and said Lessee has hereunto set his hand and seal the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By James H. Dougherty

T. J. Fisher

Virgilio Bruschi

W. H. Palmer

Walter P. Moore,

Members of the Common Council.

J. J. Richert

Lessee.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing Agreement of Lease, this 21st day of April, 1919.

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 OF PUEBLO LOTS 1293-1294 and 1295 to J. J. RICHERT, being Document No. 121462.

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 23rd day of April, 1919, 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 ROWING CLUB, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the 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:

All that portion of the Bay of San Diego, California, lying between the U. S. Bulkhead Line and the U. S. Pierhead line, and bounded on the west by the Pacific Coast Steamship Company's lease, as described in Ordinance No. 2198 of the ordinances of The City of San Diego, and bounded on the east by the San Diego Lumber Company's lease, as described in Ordinance No. 2935 of the ordinances 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 thirty years (30) from and after the 1st day of April, 1919, 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 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 1st day of April, 1949, 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 maintenance thereon of the buildings and wharf which now exist upon said premises, and which are used for boat and bath houses, and for the erection and maintenance of such additional structures as the Common Council may authorize, after filing plans and specifications therefor with said Common Council; all buildings or other structures to be in accordance with the ordinances of The City of San Diego.

(2) 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.

(3) 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.

(4) 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 thereunder and thereto, 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 these presents to be executed, 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

By James H. Dougherty

T. J. Fisher

W. H. Palmer

Walter P. Moore

Members of the Common Council.

San Diego Rowing Club

By James E. Wadham,

President

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

(SEAL) ATTEST:

Charles R. Weldon

Secretary

I hereby approve the form of the foregoing Lease, this 22nd day of April, 1919.

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 OF TIDE LANDS to SAN DIEGO ROWING CLUB, being Document No. 121791.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

The Premium for this bond is \$5.00

KNOW ALL MEN BY THESE PRESENTS, That we, J. D. and A. B. Spreckels, doing business as The Tribune Company, as principals, and the Maryland Casualty Company, 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 one thousand and no/100 Dollars (\$1000.00), 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 principals hereby bind themselves, their heirs, executors, administrators, and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed and dated by us this 8th day of May, A. D., 1919.

The conditions of the above and foregoing obligation are such that whereas, the said principals on the 8th day of May, 1919, entered into the annexed contract with said City of San Diego, to do all the advertising of said City, including the delinquent tax list, for the years beginning the first day of June, 1919, and ending with the thirty-first day of May, 1921, in their daily newspaper, which is called The Evening Tribune, for the following prices:

For each 1000 ems of type, set solid, if the publication is made three times, or less	\$2.20
For each 1000 ems of type, set solid, if the publication is made five times,	2.40
For each 1000 ems of type, set solid, if the publication is made ten times,	2.95
For each 1000 ems of type, set solid, if the publication is made fifteen times,	3.20
For each 1000 ems of type, set solid, if the publication is made twenty-one times,	3.45
For each 1000 ems of type, set solid, if the publication is made thirty times,	4.45
For the complete publication of the delinquent tax list, once a week for three weeks, set solid, for each 1000 ems,	3.95
all as in said contract provided.	

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 the said surety has caused these presents to be executed and its corporate name and seal to be hereunto subscribed by its proper officers thereunto duly authorized, this 8th day of May, 1919.

John D. Spreckels and A. B. Spreckels,  
doing business as The Tribune Company,  
a partnership,

By Jas. MacMullen, Manager,  
Principals.

MARYLAND CASUALTY COMPANY,

By F. F. Edelen  
Its Attorney-in-fact.

(SEAL) ATTEST:

Wm. McClelland

Its Attorney-in-fact.

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

On this 8th day of May, 1919 before me V. Wankowski, Notary Public in and for the

said County of San Diego, State of California, residing therein, duly commissioned and sworn personally appeared F. F. Edelen known to me to be the attorney in fact and Wm. McClelland known to me to be the attorney in fact of the Maryland Casualty Co., of Baltimore, Md., the corporation that executed the within instrument and acknowledged to me that they subscribed the name of the Maryland Casualty Co., of Baltimore, Md., thereto and their own names as attorneys in fact.

V. Wankowski

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

(SEAL)

I hereby approve the form of the within Bond, this 6th day of May, 1919.

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 8th day of May, 1919.

Harry K. Weitzel

Fred A. Heilbron

(SEAL) ATTEST:

Beecher Sterne

Allen H. Wright, City Clerk.

Jno. A. Held

By W. E. Bartlett, Deputy.

Virgilio Bruschi

Members of the Common Council.

THIS AGREEMENT, made and entered into this 7th day of May, A. D. 1919, by and between J. D. Spreckels and A. B. Spreckels, doing business as The Tribune Company, having its principal place of business in The City of San Diego, State of California, the party of the first part, and hereinafter in this contract designated as the Company, and The City of San Diego, a municipal corporation organized and existing under the provisions of section 8, Article XI of the Constitution of the State of California, party of the second part, and hereinafter referred to in this contract and designated as the City, WITNESSETH:

That the said company will, and does hereby undertake to and with the said City, for and in consideration of the covenants and agreements hereinafter contained on the part of said City to be performed, to do all the advertising of said City, including the delinquent tax list, for the years beginning with the first day of June, 1919, and ending with the thirty-first day of May, 1921, in its daily newspaper, which is called The Evening Tribune, for the following prices:

For each 1000 ems of type, set solid, if the publication is made three times, or less,	\$2.20
For each 1000 ems of type, set solid, if the publication is made five times,	2.40
For each 1000 ems of type, set solid, if the publication is made ten times,	2.95
For each 1000 ems of type; set solid, if the publication is made fifteen times,	3.20
For each 1000 ems of type, set solid, if the publication is made twenty-one times,	3.45
For each 1000 ems of type, set solid, if the publication is made thirty times,	4.45
For the complete publication of the delinquent tax list, once a week for three weeks, set solid, for each 1000 ems,	3.95

Any single notice of less than 1000 ems to be considered 1000 ems, but where there are a number of ems over and above the first 1000 ems, which number does not equal a full 1000 ems, the same shall be paid for pro rata. Unusual headlines and other artifices to increase space will not be allowed.

Said Company shall further furnish the City Clerk, the Street Superintendent, the

City Auditor, the City Engineer, the Operating Department, and the City Attorney, at their respective offices, each with a copy of every regular issue of the paper in which the advertising is made, and it shall further furnish, when requested to do so, to the board, department, officer, or any authority making the publication, copies of such publication, not to exceed twenty, together with affidavits of such publication made by the person who, under the law, is authorized to be competent to make affidavits of publication, without any additional cost to the said City. The affidavits above mentioned may be sworn to before the City Clerk, without cost to the company.

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

It is further understood and agreed that this contract gives to the said company the right to do all the advertising of said city, including the delinquent tax list thereof, from the first day of June, 1919, to and including the thirty-first day of May, 1921.

It is further agreed that should any advertising be unfinished on the thirty-first day of May, 1921, that the same shall be finished and completed by the said company in its said newspaper at and for the rates hereinbefore set forth.

IN WITNESS WHEREOF, the said Company has caused these presents to be executed by its General Manager and the execution thereof to be attested by its Business Manager, this 7th day of May, 1919; and these presents have been subscribed to by a majority of the members of the Common Council, on behalf of said City, in pursuance of the duly adopted resolution of said Common Council, of date the 7th day of May, A. D. 1919.

THE TRIBUNE COMPANY

A Partnership

By Jas. MacMullen,  
General Manager of The Tribune Company.

ATTEST:

E. F. Parmelee,  
Business Manager of The Tribune Company.

THE CITY OF SAN DIEGO.

By Fred A. Heilbron  
Harry K. Weitzel  
Beecher Sterne  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

I hereby approve the form of the within and foregoing Contract this 6th day of May, 1919.

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 THE TRIBUNE CO. and CITY OF SAN DIEGO, CALIFORNIA, for Official Advertising, being Document No. 121982.

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

By Y. Jacques Deputy.

## CONTRACT FOR MISCELLANEOUS SERVICES.

BETWEEN T. T. FRISSELL, Major, U. S. Army, A. Q. M.

AND THE CITY OF SAN DIEGO

FOR Furnishing water

AT Camp Kearny, California

DATE OF CONTRACT July 1, 1918. APPROPRIATION AND AMOUNT G.A., Q.M.C., 1919.

DATE EFFECTIVE July 1, 1918. DATE EXPIRES June 30, 1919.

THESE ARTICLES OF AGREEMENT, entered into this 1st day of July, 1918, between T. T. Frissell, Major, U. S. Army, A.Q.M., for and in behalf of the United States of America, of the first part, and THE CITY OF SAN DIEGO (a municipal corporation existing under the laws of the State of California) in the County of San Diego, and State of California (hereinafter designated as contractor), of the second part, WITNESS:

That the said parties do hereby mutually covenant and agree to and with each other--  
~~referring to any advertisement, circular to bidders, specifications, etc., hereto attached,~~  
~~or referred to herein, or pertaining hereto, and which, so far as they are applicable, form~~  
~~a part of this contract--~~ as follows:

1. That the contractor shall furnish the supplies and services, either or both, specified below, in the manner, at the rates or prices, at the place or places and at the time or times during the period commencing with the 1st day of July, 1918, and ending with the 30th day of June, 1919, as follows:

To supply water for Camp Kearny at regular meter rates in force under the rules and regulations of the Water Bureau of the Operating Department of the City of San Diego, to-wit: at the rate of eight (8) cents per 100 cubic feet of water as measured by meter on the 12" water main supplying the camp. Bills to be rendered and paid monthly covering the water furnished during the previous calendar month.

The contractor shall comply with the following requirements for treatment of Cantonment Water Supply:

1. Thorough sanitary survey of each water system supplying, including catchment area, conduits, reservoirs and distributing system.
2. Elimination of human pollution by adequate guarding.
3. Daily bacteriological analyses of raw samples, obtained at a point on system as near as practicable to treatment plant.
4. Daily bacteriological analyses of water immediately after the treatment, within not less than 100 feet below chlorinating plant.
5. Weekly turbidity tests of raw water from all sources from present time until two months after the last rains.
6. The use of sufficient coagulant at the filtration plant to hold up excess turbidity, success in treatment to be gauged by the laboratory reports.
7. Where no filtration is possible the use of coagulant immediately before precipitation, in sedimentation basins, should be used if liquid chlorine fails to give a certifiable water according to Interstate Commerce Act requirements.
8. Liquid chlorine to be fed continuously, (day and night) in such quantity as will insure a total count of one hundred organisms per c.c., or less, and absence of colon bacillus in three out of five 10 c.c. samples.
9. Prompt daily reporting of the amount of chlorine fed per million gallons, both by computation from gauge reading at the chlorine plant, and by actual weighing of the Chlorine cylinder, at a fixed hour daily, on a reliable and inspected scale.
10. Daily reporting of the guage readings to determine the correctness of the

chlorine feed per million gallons, each source supply.

11. Instructions to all water companies and sources of supply to notify the Sanitary Inspector, Camp Kearny, by telephone, immediately upon the discovery of a breakdown in either filtration, chlorination or impounding system.

12. Request for more frequent washing of the filter units during periods when turbidity is high.

13. All water delivered will be from impounding system. Mission Valley well water will only be used in case of some emergency shutting off other source, and in such event the Sanitary Inspector at Camp Kearny will be promptly notified.

2. That no laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of such work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work; and it is hereby stipulated that for each such violation of this provision a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which he shall be required or permitted to labor more than eight hours upon said work; and the amount of the penalties imposed according to this stipulation shall be withheld for the use and benefit of the United States from any moneys due or to become due under this contract whether the violation of the provision is by the contractor or by any subcontractor: Provided, That no penalties shall be imposed for any violation of this provision due to any extraordinary event or condition on account of which the President shall subsequently declare the violation to have been excusable: Provided further, That the President, by Executive Order, may waive the provisions and stipulations of this article of this contract during time of war or a time when war is imminent. On all questions arising under this article the find<sup>ing</sup> of the contracting officer, when approved by the Quartermaster General of the Army, shall be final, subject to an appeal to the Secretary of War within six months thereafter, and to the right of the contractor within six months after decision by the Secretary of War to file a claim in the Court of Claims, as authorized by the act of Congress of June 19, 1912: And provided further, That the provisions of this article shall not apply to contracts for purchase of water, gas, etc., and for engagement of such services as transportation, drayage, hauling, and ferry service.

3. That in the performance of this contract the said contractor shall not, directly or indirectly, employ any person undergoing sentence of imprisonment at hard labor which may have been imposed by a court of any State, Territory, or municipality having criminal jurisdiction, nor permit such employment by any person furnishing labor or materials to said contractor for use in fulfillment of this contract.

4. That the contractor shall hold and save the United States, and all officers and agents thereof, harmless from and against all demands of any nature or kind for or on account of the use and continued use of any patented article, combination, or process which may apply to or affect the articles, materials or services furnished under this contract.

5. That for and in consideration of the faithful performance of the stipulations of this contract, the contractor shall be paid, at the office of the contracting officer, or by a disbursing officer designated to make payments, the prices stipulated in Article 1 of this contract, for the supplies delivered and accepted or for the services satisfactorily performed. Payments will be made monthly as a rule, upon bills to be rendered by the contractor, if funds are on hand for the purpose, or as soon thereafter as is practicable.

6. That it is expressly agreed and understood that this contract shall be non-effective 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 section 3732 of the Revised Statutes of the United States, it is agreed that the supplies or services specified herein, so far as authorized by said section, shall be furnished at the times and manner required under this contract, and that payments for the supplies so delivered or services so performed shall be made as soon as is practicable after funds are appropriated and are available.

7. That in case of the failure of the contractor to perform any part of this contract, the party of the first part, or his successor, shall have the right to supply the deficiency by procurement in open market, or otherwise, purchasing any of the supplies or services at such place as he may elect, with the view of obtaining the same promptly and at the same time endeavoring to secure fair and reasonable prices (the supplies or services procured to be the kind specified herein, as near as practicable under the circumstances obtaining), at the expense of the contractor; and in case failure should occur prior to the time fixed for performance of all parts of the contract, the right is hereby reserved to the United States to elect whether the contractor shall be permitted to continue performance as to such remaining part (deficiency by reason of any further failure to be supplied as above) or whether the entire unperformed part shall be procured at the expense of the contractor. In event, however, of the granting of additional time for performance, the cost of inspection and other expenses and damages to the United States over what would have been incurred had performance been accomplished by the time originally fixed therefor, if any, except in so far as the same may arise from delays for which the United States is responsible, as determined in each of these particulars by the officer in charge or higher authority, shall be charged to the contractor and may be deducted from any money due or to become due said contractor from the United States: Provided, That where additional time has been granted the United States shall also have the right to cause the remaining part of the contract, or any portion thereof, to be taken from the contractor whenever, in the opinion of the officer in charge, reasonable and satisfactory progress is not being made, and to secure completion at the expense of the contractor, including charges as above on account of delays.

8. That there shall be no transfer of this contract or of any interest therein by the contractor to any other party, and in case of the violation of this provision the United States, reserving all rights of action for any breach of this contract by the contractor, may refuse to carry out this contract with either the transferer or the transferee.

9. 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 Stats., <sup>1088</sup> 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.

10. That, at the option of the United States, this contract, 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 service, not extending, however, beyond the thirtieth day of June, 1922. But no renewal shall be made to include more than one fiscal year; and the United States reserves the right to terminate this contract at any time within the period for which the same is made or may be renewed by giving thirty days' notice in writing to the contractor or agent. (At the existing regular rates given

to other consumers in the same class.)

The following deletions and interlineations were made before signing this contract: Preamble, line 5, "municipal" interlined. Lines 8-9-10, the clause "referring to any advertisement, circular to bidders, specifications, etc., hereto attached, or referred to herein, or pertaining hereto, and which, so far as they are applicable form a part of this contract", deleted.

Article 9, lines 1 & 2, the clause "nor any person belonging to or employed in the military service of the United States"; lines 4 & 5, "1109" and the clause "so far as it relates to Members of or Delegates to Congress, or Resident Commissioners" deleted.

Brief, line 1, "Quartermaster Corps, U.S.A." deleted. Preamble, line 2, "Quartermaster Corps, U.S.Army" deleted.

In witness whereof the parties aforesaid have hereunto placed their hands the date first hereinbefore written.

Witnesses:

Michael Radznill

as to T. T. Frissell

T. T. FRISSELL,

Major, U. S. Army, A.Q.M.

THE CITY OF SAN DIEGO- By:

(SEAL)

Allen H. Wright, City Clerk

as to

( James H. Dougherty  
( T. J. Fisher  
( Virgilio Bruschi  
( W. H. Palmer  
( Walter P. Moore  
(

Members of the Common Council,  
City of San Diego, Cal.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between the CITY OF SAN DIEGO, CALIFORNIA and UNITED STATES OF AMERICA, for furnishing water to Camp Kearny, being Document No. 122615.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By *J. A. Jacques* Deputy.

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 21st day of April, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, hereinafter designated as the City, and William E. Naylor and George F. Naylor, 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 Lessee being more particularly described as follows, to-wit:

Lots 12 and 13, Block No. 5, Municipal Tide Lands Subdivision Tract No. 1, filed

in the office of the City Clerk, May 8th, 1918, Document No. 100007; also beginning at a point on the west line of Atlantic Street which is North 9 degrees 56 minutes 16 seconds West, a distance of 50.75 feet from a point which is North 89 degrees 58 minutes 20 seconds West, a distance of 101.50 feet from the northeast corner of the intersection of Elm Street with Atlantic Street thence north 89 degrees 58 minutes 20 seconds west to the east line of Belt Street; thence northerly along said east line of Belt Street a distance of 75.00 feet to a point; thence south 89 degrees 58 minutes 20 seconds East to the west line of Atlantic Street; thence southerly along the west line of Atlantic Street to point of beginning.

To have to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of years to and including the 31st day of December, 1944, at a monthly rental of Five Dollars during the years 1919, and to April 1, 1920, and in March of the year 1920 the Common Council of said City shall determine the rental to be paid during the remainder of the term of said lease. All of said rentals payable monthly in advance in gold coin of the United States at the office of the Harbor Master and Wharfing-er 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.

Neither the whole nor any part of this lease shall be assignable or transferrable, 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.

There is hereby reserved to the Common Council of said City and to the people of the City of San Diego the right and privilege by ordinance duly adopted, to terminate, change or modify this lease on thirty days written notice served upon said Lessees.

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 wharves, buildings, and such other structures as may be necessary or convenient for the carrying on and conducting of the business of letting boats for hire, and for the operation of a public bath house. All wharves, buildings, and other structures so constructed to be in accordance with the ordinances of The City of San Diego. It is further specifically agreed and covenanted that the Lessees herein named shall, within a period of 60 days from and after the execution of this lease, construct and erect certain wharves, buildings and structures, and expend in the construction and erection of such wharves, buildings and structures a sum of money not less than One Thousand Dollars (\$1,000.00) and expend in the installation of equipment on said wharves and in said buildings and structures a sum of money not less than Five Thousand Dollars (\$5,000.00); and the failure of said lessees to expend said sum of Six Thousand Dollars (\$6,000.00) on or before the 15th day of June, 1919, shall be sufficient to warrant the cancellation of this lease by said Common Council.

(2) That said Lessees 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 accord-

ance 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 expenses 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 further 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 the Lessees have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO

(SEAL) ATTEST:

Allen H. Wright,  
C I T Y C L E R K.

James H. Dougherty  
T. J. Fisher  
Virgilio Bruschi  
W. H. Palmer  
Walter P. Moore  
MEMBERS OF THE COMMON COUNCIL.

Wm. E. Naylor  
Geo. F. Naylor.

I hereby approve the form of the foregoing Lease, this 27 day of February, 1919.

T. B. Cosgrove.  
C I T Y A T T O R N E Y.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
LEASE OF TIDE LANDS to WM. E. & GEO. F. NAYLOR, being Document No. 120372.

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 AND ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are 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 said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of June, 1919.

WHEREAS, the above bounden San Diego Consolidated Gas and Electric Company has entered into a contract with said The 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 Abbott Street, in said City of San Diego, between the northeasterly line of Newport Avenue and the southwesterly line of West Point Loma Boulevard, and upon Bacon Street, in said City, at the intersections of said Bacon Street with Saratoga Avenue, Bright<sup>on</sup> Avenue and West Point Loma Boulevard, required to be done, and furnish all the material 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 and 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 AND ELECTRIC COMPANY.

By H. H. Jones,

President

(SEAL) ATTEST:

M. B. Fowler

THE AETNA CASUALTY AND SURETY 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 16th day of June, 1919.

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. 24573, passed and adopted on the 2nd day of June, 1919, require and fix the sum of \$200.00 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 of San Diego.

By Y. A. Jacques, Deputy.

THIS AGREEMENT, made and entered into this 23rd day of June, 1919, by and between the SAN DIEGO CONSOLIDATED GAS AND 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 said City of San Diego, all of the following work, to-wit:

The furnishing of electric current for the lighting of ABBOTT STREET, in said City of San Diego, between the northeasterly line of Newport Avenue and the southwesterly line of West Point Loma Boulevard, together with the maintenance of the posts, wires, conduits and lamps on said Abbott Street, between said points;

Also, the furnishing of electric current for the lighting of three (3) Novalux Single Pendant 600 C. P. lights on BACON STREET, in said City of San Diego, at the intersections of said Bacon Street with Saratoga Avenue, Brighton Avenue and West Point Loma Boulevard, together with the maintenance of the posts, wires and lamps on said Bacon Street, at said intersections.

Such furnishing of electric current and maintenance of appliances shall be for the period of six months from and after the date of this agreement.

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. 120668, 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 five hundred forty and 90/100 dollars (\$540.90) 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 and Bacon Street Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of ninety and 15/100 dollars (\$90.15), until said sum of

five hundred forty and 90/100 dollars (\$540.90) shall have been fully paid.

And said second party further agrees that upon the completion of the replacements and betterments to the said lighting system above described, and the acceptance of the said work by said City Engineer, it will pay to said first party in warrants duly and properly drawn upon said Abbott Street and Bacon Street Lighting District No. 1 Fund, the sum of two hundred fifty-six and 35/100 dollars (\$256.35).

And it is further mutually agreed that no part or portion of said sums shall be paid out of any other fund than said special fund designated as Abbott Street and Bacon 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 of 1913, page 421), and that in pursuance of said Act an assessment has been levied for said sum of seven hundred ninety-seven and 25/100 dollars (\$797.25).

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, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed, and its corporate seal to be hereto attached, by its 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 The 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 Harry K. Weitzel  
Fred A. Heilbron  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council.

(SEAL) Attest;

Allen H. Wright, City Clerk.

By Y. A. Jacques, Deputy.

I hereby approve the form of the foregoing Contract, this 16th day of June, 1919.

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 AND ELECTRIC COMPANY, being Document No. 122837 for the lighting of Abbott and Bacon Streets.

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 5th day of June, 1919, 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 NORMANDY SEA FOOD COMPANY, a co-partnership composed of Jose J. Azevedo, C. E. VanLandingham and A. K. Johnson, 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 mean high tide line of the Bay of San Diego with a line drawn parallel to and distant 400 feet southeasterly from the southeasterly line of Crosby Street produced southwesterly; said point being the most easterly corner of that certain tract leased to the Wheeler-Chase Canning Company, as described in Ordinance No. 6560 of the Ordinances of the City of San Diego; thence south  $38^{\circ} 34' 40''$  west along the southeasterly line of said Wheeler-Chase Canning Company's lease to an intersection with the U. S. Bulkhead line of the Bay of San Diego as established in 1912; thence south  $50^{\circ} 50'$  east along said Bulkhead line a distance of 48.93 feet to an intersection with the northwesterly line of that certain tract leased to the McCormick Lumber Company as described in Ordinance No. 4463 of the ordinances of the City of San Diego; thence northeasterly along the northwesterly line of said McCormick Lumber Company's lease to an intersection with said mean high tide line; thence northwesterly along said mean high tide line 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 at the intersection of the U. S. Bulkhead line of the Bay of San Diego as established in 1912 with a line drawn parallel to and distant 400 feet southeasterly from the southeasterly line of Crosby Street produced southwesterly; thence south  $38^{\circ} 34' 40''$  west a distance of 1000.05 feet to an intersection with the U. S. Pierhead line; thence south  $50^{\circ} 50'$  east along said Pierhead line a distance of 48.93 feet; thence north  $38^{\circ} 34' 40''$  east a distance of 1000.05 feet to an intersection with the said Bulkhead line; thence north  $50^{\circ} 50'$  west along said Bulkhead line a distance of 48.93 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 26th day of May, 1917, at rentals as follows:

During the years 1917, 1918, 1919, 1920 and 1921, the sum of twenty dollars (\$20.00) per month, payable monthly in advance;

In December of the year 1921 the Common Council of said The City of San Diego shall determine the rental to be paid during the remainder of the term of said lease;

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

## CONTRACT FOR MISCELLANEOUS SERVICES.

BETWEEN H. KOHLWES, Capt. QMC Actg. Utilities Officer  
 AND THE CITY OF SAN DIEGO  
 FOR Furnishing Water  
 AT Camp Kearny, California

DATE OF CONTRACT July 1, 1919. APPROPRIATION AND AMOUNT G.A., QMC 1920  
 DATE EFFECTIVE July 1, 1919 DATE EXPIRES June 30, 1920.

THESE ARTICLES OF AGREEMENT, entered into this 1st day of July, 1919, between H. KOHLWES, Capt. QMC Actg. Utilities Officer, ~~Quartermaster-Corps, U-S-Army,~~ for and in behalf of the United States of America, of the first part, and THE CITY OF SAN DIEGO (a municipal corporation existing under the laws of the State of California) in the County of San Diego, and State of California (hereinafter designated as contractor), of the second part, WITNESS:

~~That the said parties do hereby mutually covenant and agree to and with each other--referring-to-any-advertisement,-circular-to-bidders,-specifications,-etc,-hereto-attached,-or-referred-to-herein,-or-pertaining-here-to,-and-which,-so-far-as-they-are-applicable,-form-a-part-of-this-contract--as follows:~~

1. That the contractor shall furnish the supplies and services, either or both, specified below, in the manner, at the rates or prices, at the places or places and at the time or times during the period commencing with the 1st day of July, 1919, and ending with the 30th day of June, 1920, as follows:

To supply water for Camp Kearny at regular meter rates in force under the rules and regulations of the Water Bureau of the Operating Department of the City of San Diego, the maximum amount of water per day which the City of San Diego shall be required to furnish will be one million eight hundred thousand gallons (1,800,000), to-wit:

At the rate of eight (8) cents per 100 cubic feet of water as measured by meter at the 12" water main supplying the Camp. Bills to be rendered and paid monthly covering the water furnished during the previous calendar month.

The contractor shall comply with the following requirements for the treatment of Cantonment water supply:

1. Thorough sanitary survey of each water system supplying, including catchment area, conduits, reservoirs and distributing system.
2. Elimination of human pollution by adequate guarding.
3. Daily bacteriological analyses of raw samples, obtained at a point on system as near as practicable to treatment plant.
4. Daily bacteriological analyses of water immediately after treatment, within not less than 100 feet below chlorinating plant.
5. Weekly turbidity tests of raw water from all sources from present time until two months after the last rains.
6. The use of sufficient coagulant at the filtration plant to hold up excess turbidity, success in treatment to be gauged by the laboratory reports.
7. Where no filtration is possible the use of coagulant immediately before precipitation, in sedimentation basins, should be used if liquid chlorine fails to give a certifiable water according to interstate Commerce Act requirements.
8. Liquid chlorine to be fed continuously, (day and night), in such quantity as will insure a total of one hundred organisms per cc., or less, and absence of colon bacillus in three out of five 10 cc. samples.
9. Prompt daily reporting of the amount of chlorine fed per million gallons both

by computation from guage reading at the chlorine plant, and by actual weighing of the chlorine cylinder, at a fixed hour daily, on a reliable and inspected scale.

10. Daily reporting of the guage readings to determine the correctness of the chlorine fed per million gallons, each source supply.

11. Instructions to all water companies and sources of supply to notify the Sanitary Inspector, Camp Kearny, by telephone, immediately upon the discovery of a breakdown in either filtration, chlorination or impounding system.

12. Request for more frequent washing of the filter units during periods when turbidity is high.

13. All water delivered will be from impounding system, Mission Valley well water will only be used in case of some emergency shutting off other sources, and in such event the Sanitary Inspector at Camp Kearny will be promptly notified.

2. That no laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of such work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work; and it is hereby stipulated that for each such violation of this provision a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which he shall be required or permitted to labor more than eight hours upon said work; and the amount of the penalties imposed according to this stipulation shall be withheld for the use and benefit of the United States from any moneys due or to become due under this contract whether the violation of the provision is by the contractor or by any subcontractor: Provided, That no penalties shall be imposed for any violation of this provision due to any extraordinary event or condition on account of which the President shall subsequently declare the violation to have been excusable: Provided further, That the President, by Executive Order, may waive the provisions and stipulations of this article of this contract during time of war or a time when war is imminent. On all questions arising under this article the finding of the contracting officer, when approved by the Quartermaster General of the Army, shall be final, subject to an appeal to the Secretary of War within six months thereafter, and to the right of the contractor within six months after decision by the Secretary of War to file a claim in the Court of Claims, as authorized by the act of Congress of June 19, 1912; And provided further, That the provisions of this article shall not apply to contracts for purchase of water, gas, etc., and for engagement of such services as transportation, drayage, hauling, and ferry service.

3. That in the performance of this contract the said contractor shall not, directly or indirectly, employ any person undergoing sentence of imprisonment at hard labor which may have been imposed by a court of any State, Territory, or municipality having criminal jurisdiction, nor permit such employment by any person furnishing labor or materials to said contractor for use in fulfillment of this contract.

4. That the contractor shall hold and save the United States, and all officers and agents thereof, harmless from and against all demands of any nature or kind for or on account of the use and continued use of any patented article, combination, or process which may apply to or affect the articles, materials or services furnished under this contract.

5. That for and in consideration of the faithful performance of the stipulations of this contract, the contractor shall be paid, at the office of the contracting officer, or by a disbursing officer designated to make payments, the prices stipulated in Article 1 of this contract, for the supplies delivered and accepted or for the services satisfactorily performed. Payments will be made monthly as a rule, upon bills to be rendered by the contractor, if funds are on hand for the purpose, or as soon thereafter as is practicable.

6. That it is expressly agreed and understood that this contract 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 section 3732 of the Revised Statutes of the United States, it is agreed that the supplies or services specified herein, so far as authorized by said section, shall be furnished at the times and manner required under this contract, and that payments for the supplies so delivered or services so performed shall be made as soon as is practicable after funds are appropriated and are available.

7. That in case of the failure of the contractor to perform any part of this contract, the party of the first part, or his successor, shall have the right to supply the deficiency by procurement in open market, or otherwise, purchasing any of the supplies or services at such place as he may elect, with the view of obtaining the same promptly and at the same time endeavoring to secure fair and reasonable prices (the supplies or services procured to be the kind specified herein, as near as practicable under the circumstances obtaining), at the expense of the contractor; and in case failure should occur prior to the time fixed for performance of all parts of the contract, the right is hereby reserved to the United States to elect whether the contractor shall be permitted to continue performance as to such remaining part (deficiency by reason of any further failure to be supplied as above) or whether the entire unperformed part shall be procured at the expense of the contractor. In event, however, of the granting of additional time for performance, the cost of inspection and other expenses and damages to the United States over what would have been incurred had performance been accomplished by the time originally fixed therefor, if any, except in so far as the same may arise from delays for which the United States is responsible, as determined in each of these particulars by the office in charge or higher authority, shall be charged to the contractor and may be deducted from any money due or to become due said contractor from the United States: Provided, That where additional time has been granted the United States shall also have the right to cause the remaining part of the contract, or any portion thereof, to be taken from the contractor whenever, in the opinion of the officer in charge, reasonable and satisfactory progress is not being made, and to secure completion at the expense of the contractor, including charges as above on account of delays.

8. That there shall be no transfer of this contract or of any interest therein by the contractor to any other party, and in case of the violation of this provision the United States, reserving all rights of action for any breach of this contract by the contractor, may refuse to carry out this contract with either the transferer or the transferee.

9. That no Member of or Delegate to Congress, or Resident Commissioner<sup>er</sup>, ~~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 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 contract made with an incorporated company for its general benefit.

10. That, at the option of the United States, this contract, 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 service, not extending, however, beyond the thirtieth day of June, 19 . But no renewal shall be made to include more than

one fiscal year; and the United States reserves the right to terminate this contract at any time within the period for which the same is made or may be renewed by giving thirty days' notice in writing to the contractor or agent. (at the existing regular rates given to other consumers in the same class.)

The following changes or alterations were made in this Contract before it was signed by the Contracting Parties, viz:

Brief, line 1, "Quartermaster Corps, U. S. A.," deleted.

Preamble, line 2, "Quartermaster Corps, U. S. A." deleted. Line 5 "municipal" interlined. Lines 8, 9, and 10, "Referring to any advertisement, circular to bidders, specifications etc., hereto attached, or referred to herein, or pertaining hereto, and which, so far as they are applicable, form a part of this contract," deleted.

Article 9, lines 1 and 2, "nor any person belonging to or employed in the military service of the United States," deleted. Line 4, "1109" changed to "1088". Line 4, "so far as it relates to Members of or Delegates to Congress, or Resident Commissioners," deleted.

Article 10, line 6, "(At the existing regular rates given to other consumers in the same class)" interlined.

In Witness whereof the parties aforesaid have hereunto placed their hands the date first hereinbefore written.

Witnesses:

J. M. Stewart

as to

H. Kohlwes

Capt. Quartermaster Corps, U. S. Army.

(SEAL)

Allen H. Wright,  
City Clerk.

as to

( Harry K. Weitzel  
( Fred A. Heilbron  
( Jno. A. Held  
( Virgilio Bruschi

Members of Common Council, San Diego, Cal.

I hereby certify that I have satisfied myself of the authority of the person signing the contractor's name to this agreement to bind it in the matter, and I have waived the filing of evidence of such authority, as permitted so to do by the Army Regulations.

H. Kohlwes

Capt. Quartermaster Corps, U. S. Army.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between THE CITY OF SAN DIEGO, CALIFORNIA and UNITED STATES OF AMERICA, furnish water to Camp Kearny, being Document No. 122845.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By W. A. Jacques Deputy.

#### AGREEMENT OF LEASE.

THIS INDENTURE, made this 16th day of June, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation, located in the County of San Diego in the State of California, acting by and through the Common Council of said City, hereinafter called the City, and THE UNITED STATES OF AMERICA, represented by the Quartermaster of the United States Marine Corps, hereinafter called the Lessee, WITNESSETH, That:

First, - The City, for and in consideration of the rents, covenants, agreements, terms and conditions hereinafter mentioned and covenanted on the part of the lessee to be paid, performed, kept and observed, has leased and demised, and by these presents does lease and demise unto the Lessee, the following described real property situated in the City of San Diego, County of San Diego, State of California, said real property being more

particularly described as follows:

The northeast quarter of Pueblo Lot 1300, the west three hundred (300) feet of Pueblo Lot 1309, all of Pueblo Lot 1310, all that portion of Pueblo Lot 1311 lying east of Rose Canyon Road, all that portion of Pueblo Lot 1314 lying south of the Miramar Road; all that portion of Pueblo Lot 1315 lying south of the Miramar Road, the west three hundred (300) feet of Pueblo Lot 1316 lying south of the Miramar Road, of the Pueblo Lands of the City of San Diego, according to the map thereof made by James Pasco in 1870, on file in the office of the City Clerk of said City; for a term beginning July 1st, 1919, to and including June 30th, 1920.

Second, - It is further expressly understood and agreed that said lessee in further consideration of said rents, covenants, agreements, terms and conditions on the part of the lessee to be paid, performed, kept and observed, as hereinafter more particularly set forth and described, shall have the right, and said right is hereby expressly granted by said city to said lessee, to use for military purposes the following described land located and situated in the City of San Diego, County of San Diego, State of California, for such length of time during said term hereinabove specified as said land hereinafter described is not under cultivation for agricultural purposes by said city, or is not used by said city for pasturage purposes, said land being more particularly described as follows:

Pueblo Lots 1304, 1306, 1325, 1326, 1327, 1330, 1331, the south half of Pueblo Lot 1332, the South half and the northeast quarter of Pueblo Lot 1333, all of Pueblo Lot 1334, the east half of Pueblo Lot 1336, the west half of Pueblo Lot 1324, all of Pueblo Lot 1329 save and excepting the northwest quarter thereof, all of Pueblo Lots 1322, 1321, 1317, 1318, 1319, all that portion of Pueblo Lot 1311 save and excepting that portion of said Pueblo Lot 1311 lying east of the Rose Canyon Road, all that portion of Pueblo Lot 1314 save and excepting that portion lying south of the Miramar Road, all of Pueblo Lot 1323, the east half of Pueblo Lot 1324, the west half of Pueblo Lot 1299, Pueblo Lot 1309 save and excepting the west three hundred (300) feet of said Pueblo Lot 1309, the east half of Pueblo Lot 1300 save and excepting the northeast quarter of said Pueblo Lot 1300, and that portion of Pueblo Lot 1316 lying and being south of the Linda Vista Road save and excepting the west three hundred (300) feet of said Pueblo Lot 1316 lying south of the Miramar Road; and that certain portion of Pueblo Lots 1315 and 1316 being and lying north of the Linda Vista Road, of the Pueblo lands of the City of San Diego according to the map thereof made by James Pasco in 1870 and on file in the office of the City Clerk of said City.

Third, - It is further expressly understood and agreed by and between the parties hereto, that the said lessee, in further consideration of the terms and conditions hereinafter mentioned on the part of said lessee, shall have the right, and said right is hereby expressly granted to said Lessee by said City, to use Torrey Pines Park, located and being in the City of San Diego, County of San Diego, State of California, and more particularly described as follows:

Pueblo Lot 1337, the west half of Pueblo Lot 1336, the northwest quarter of Pueblo Lot 1333, and the north half of Pueblo Lot 1332 of the Pueblo Lands of the City of San Diego, according to said map made by James Pascoe; for military purposes only, and for the term of years hereinafter specified in Paragraph Eighth of this agreement; provided, however, that the public shall at all times have free use of the same as and for a public park; and provided further that no trees or shrubbery or plants or flowers or other form of vegetation situated or growing in said park, shall be destroyed or injured by any use of said park by said lessee.

Fourth. - The City hereby covenants and agrees to pay during the term of this lease

hereinabove mentioned, or any renewal thereof, all property taxes and assessments whatsoever on the lands hereinabove specified, and to warrant and defend the lessee, its officers and agents, in the quiet and peaceable enjoyment and possession of said tract, as hereinabove specified, for the entire term of this lease, or any renewal thereof.

Fifth, - The City further covenants and agrees that the lessee, during the term of this lease or any renewal thereof, shall have the full, free and unrestricted use of all roads; subject, however, to the right of the public at all times to use said roads as and for public highways: and said lessee shall have all privileges within the above described land, and shall have further right at any and all times during the term of this lease to connect at such point or points as it may deem desirable the area of the leased premises with the roads of the City of San Diego, and the further right to build new roadways and to improve existing roadways within the limits of the leased tract.

Sixth, - It is understood and agreed by and between the said City and said lessee that all structures, buildings or other improvements whatsoever that may be placed on said land by said lessee are to be and remain the property of the lessee, and unless the same are sold or otherwise disposed of said property is to be removed by the lessee at its sole cost and expense promptly on the termination of this lease.

Seventh, - It is further understood and agreed that the lessee is to have the right, except as hereinabove specified and subject to the limitations herein contained, to use, as it may deem appropriate, any part or all of said land hereinabove mentioned, for any and all military purposes whatsoever; to establish target ranges, rifle pits, etc., provided, however, that said Lessee shall not cut, burn, remove or use for any purpose whatever, any of the timber standing or growing, or otherwise located on the land hereinabove described.

Eighth, - It is further understood and agreed by both parties hereto that said lessee shall have the option upon not less than one month's written notice to the city prior to the termination of this agreement, to renew this agreement upon the same terms and conditions annually during the period of ten years.

Ninth, - Said lessee hereby covenants and agrees that during the term of this lease said lessee will yield and pay rent in the manner hereinafter specified unto the said City at the rate of One Dollar (\$1.00) per year; subject to the conditions of this agreement, said payment to be due on the last day of the term of the lease herein contained; provided, that the payment of rent hereunder, or any renewal thereof, shall not become due and payable until the City shall execute and deliver to the lessee a release to be approved by the Secretary of the Navy of claims against the United States arising under and by virtue of the occupation of said land by said lessee for military purposes.

Tenth, - Said lessee covenants and agrees that at the expiration of the tenancy hereunder to surrender and give up said leased land, together with the improvements thereon not placed by the lessee, in the like good order they were in at the occupation hereunder, ordinary wear and tear and damage by fire or other elements or by the military use of which said tract is put excepted.

Eleventh, - Said lessee further covenants and agrees that it will not, during the term aforesaid, assign this agreement, or any interest herein, without the consent of said City in writing being first had and obtained.

Twelfth, - No member of, or delegate or resident commissioner to Congress, officer of the Navy, or any person holding any office or appointment under the Navy Department is or shall be admitted to any share or part of this agreement or any benefit to arise therefrom; provided, that this stipulation, if made with an incorporated company, shall not be

construed to extend to members of, or delegates or resident commissioners to Congress.

Thirteenth, - It is further understood and agreed by both parties hereto that a waiver of one breach of any covenant or condition hereinabove contained shall not be taken or construed to be a waiver of any subsequent breach of the same condition or covenant, or of the condition or covenant itself.

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, and attested by the City Clerk of said City, and the said Lessee has caused these presents to be executed by the Quartermaster of the United States Marine Corps of the United States of America, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By Harry K. Weitzel

Fred A. Heilbron

Jno. A. Held

Virgilio Bruschi

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

Approved by THE UNITED STATES

Subject to the passage of an appropriation by Congress.

By R. C. Dewey

Lieut.-Col. Asst. Quartermaster U.S.M.C.

Signed, sealed and delivered in the  
presence of

F. C. Shannon

I hereby approve the form of the within Lease, this 2nd day of June, 1919.

T. B. Cosgrove,

City Attorney of The City of San Diego.

By S. J. Higgins, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
LEASE of CERTAIN PUEBLO LANDS to UNITED STATES OF AMERICA, being Document No. 122554.

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 CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Six thousand six hundred dollars (\$6,600.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of July, 1919.

WHEREAS, the above bounden San Diego Consolidated Gas & Electric Company has entered into a contract with said The 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 THIRD STREET, between the south line of A Street and the north line

of Market Street; upon FOURTH STREET, between the south line of Ivy Street and the north line of G Street; upon FIFTH STREET, between the south line of Laurel Street and the north line of J Street; upon SIXTH STREET, between the south line of B Street and the north line of I Street; upon SEVENTH STREET, between the south line of Broadway and the north line of F Street; upon B STREET, between the east line of Second Street and the west line of Sixth Street; upon C STREET, between the east line of Third Street and the west line of Sixth Street; upon BROADWAY, between the east line of California Street and the west line of Eighth Street; upon E STREET, between the east line of Second Street and the west line of Eighth Street; upon F STREET, between the east line of Columbia Street and the west line of Ninth Street (excepting the south side of said F Street, between Union Street and State Street); and upon MARKET STREET, between the east line of State Street and the west line of Sixteenth Street; all in said City of San Diego, 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  
M. B. Fowler,  
Secretary

(SEAL)

THE AETNA CASUALTY AND SURETY COMPANY

By Frank A. Salmons (SEAL)  
Resident Vice-President

ATTEST: M. Sandin,  
Resident Assistant Secretary

I hereby approve the form of the foregoing Undertaking, this 11th day of July, 1919.

T. B. COSGROVE, City Attorney.

By S. J. Higgins, Deputy City Attorney.

I hereby certify that the Common Council of The City of San Diego did by Resolution No. 24667, passed and adopted on the 7th day of July, 1919, require and fix the sum of \$6,600.00 as the penal sum of the foregoing undertaking.

Allen H. Wright,

(SEAL)

City Clerk of the City of San Diego, and Ex-Officio Clerk of the Common Council of said City of San Diego.

THIS AGREEMENT, made and entered into this 14th day of July, 1919, by and between the 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 said City of San Diego, all of the following work, to-wit:

The furnishing of electric current for the lighting of the following streets in The City of San Diego, California, to-wit:

THIRD STREET, between the south line of A Street and the north line of Market Street;

FOURTH STREET, between the south line of Ivy Street and the north line of G Street;

FIFTH STREET, between the south line of Laurel Street and the north line of J Street;

SIXTH STREET, between the south line of B Street and the north line of I Street;

SEVENTH STREET, between the south line of Broadway and the north line of F Street;

B STREET, between the east line of Second Street and the west line of Sixth Street;

C STREET, between the east line of Third Street and the west line of Sixth Street;

BROADWAY, between the east line of California Street and the west line of Eighth Street;

E STREET, between the east line of Second Street and the west line of Eighth Street;

F STREET, between the east line of Columbia Street and the west line of Ninth Street (excepting the south side of said F Street, between Union Street and State Street); and

MARKET STREET, between the east line of State Street and the west line of Sixteenth Street;

Together with the maintenance of the posts, wires, conduits and lamps on the afore-said streets, between the points hereinbefore mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after June 30th, 1919, to-wit, to and including June 30th, 1920.

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. 121453, 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 \$5277.12, 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 \$439.76, until said sum of \$5277.12 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 \$21,108.48, 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 "San Diego Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of \$1759.04, until said sum of \$21,108.48 shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of \$21,108.48 shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 \$21,108.48.

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said 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 \$5277.12), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed, and its corporate seal to be hereunto attached, by its 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 H. H. Jones,  
President.

(SEAL) ATTEST:

M. B. Fowler, Secretary.

THE CITY OF SAN DIEGO.

By Virgilio Bruschi  
Jno. A. Held  
Fred A. Heilbron  
Harry K. Weitzel  
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright, City Clerk.

By Y. A. Jacques, Deputy.

I hereby approve the form of the foregoing Contract, this 11th day of July, 1919.

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 SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, for S. D. Lighting District No. 2, being Document No. 123255.

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 18th day of August, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of The City of San Diego, hereinafter referred to as the City, and HAMILTON FORLINE, hereinafter designated as the Lessee, WITNESSETH:

That the 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 south line of Date Street with the westerly line of Atlantic Street as shown on the map of Municipal Tide Lands, Tract No. 1, filed in the office of the City Clerk of The City of San Diego; thence west along the south line of Date Street and the south line of Date Street produced to an intersection with the United States Bulkhead Line as established in February, 1912; thence south along said bulkhead

line, a distance of eight hundred (800) feet to a point; thence east on a line parallel to and distant eight hundred (800) feet south from the south line of Date Street to an intersection with the west line of Atlantic Street; thence northerly along the western line of Atlantic Street 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 thirty (30) years from and after the 18th day of August 1919, at a monthly rental of one dollar (\$1.00) per month for the first four months of said lease and a monthly rental of five hundred dollars (\$500.00) per month thereafter until such time that the Lessee shall have launched from the said premises ships aggregating at least twelve thousand (12,000) net tons, and thereafter the Lessee shall pay a monthly rental of one dollar (\$1.00) per month from such time until five years shall have expired from the date hereof, provided, however, that when the said Lessee shall have launched from said premises ships aggregating at least twelve thousand (12,000) net tons, the City of San Diego shall rebate to the Lessee an amount of money equivalent to fifty cents (\$.50) for each ton of said twelve thousand (12,000) tons of net shipping launched as aforesaid, until the full amount of rental paid up to said time shall be rebated to the Lessee, but in no event shall the City of San Diego rebate to the Lessee a greater amount than rent actually paid up to such time and provided, further, that at least twelve thousand (12,000) tons net of shipping has been launched as aforesaid within five years from the date hereof. Beginning five years from the date hereof, the Lessee shall pay a monthly rental of two hundred dollars (\$200.00) per month for the period of five (5) years, or until ten (10) years have expired from the date hereof. At the expiration of ten (10) years from the date hereof, and for the period of ten (10) years from such date, the Lessee shall pay such rental as may be determined by a valuation of the premises hereinbefore described on the basis of five percent (5%) per annum of such valuation. Beginning with a period twenty (20) years after the date hereof, a re-valuation of the premises shall be had, and the Lessee shall pay to the City of San Diego such rental as may be determined from such re-valuation at said time on the basis of five per cent (5%) per annum of such valuation, to the end of the term.

All rentals shall be payable monthly in advance in gold coin of the United States at the office of the Harbor Commission of the said City of San Diego, or such other City official as the Harbor Commission may designate.

Neither the whole nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises or any part thereof without the consent of the City of San Diego evidenced in writing by its Harbor Commission, and then only for the same uses and purposes as herein otherwise provided.

The said City of San Diego and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege, by ordinance or otherwise, 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 for the erection, construction and maintenance of a shipbuilding plant, the building of ships, the operation of dry docks, and for the erection and maintenance of such structures and equipment as may be necessary or convenient for the carrying on of a shipbuilding business, which buildings, structures and equipment

may be constructed after plans and specifications therefor have been filed with and approved by the Harbor Commission of The City of San Diego; all buildings or other structures upon said premises shall be erected in accordance with the ordinances of The City of San Diego.

(2) 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 along the west line of Atlantic Street on said lands, 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.

(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 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 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) This lease is made upon the express condition that the Lessee will start the construction of said shipbuilding plant within four (4) months from and after the signing of this lease, and will expend in constructing such shipbuilding plant and equipment at least three hundred thousand dollars (\$300,000.00) during the six months immediately following, until the full sum of three hundred thousand dollars (\$300,000.00) shall have been invested in the construction of said shipbuilding plant and equipment.

(6) This lease is made upon the further expressed condition that the Lessee will employ at least two hundred fifty (250) men on said premises continuously beginning not later than nine months from the date hereof; unless such operation is interrupted by strikes, the elements, the act of God, or other events beyond the control of the Lessee. In the event of such interruptions, the Lessee must use all due diligence to re-establish the operation of such plant, and to employ a minimum of two hundred fifty (250) men on said premises.

(7) It is expressly understood that the City of San Diego shall not bear any of the costs of any dredging whatever from the said premises to deep water channel, provided, however, that should the Lessee do such dredging and subsequently the City of San Diego is reimbursed from any source for such dredging, the said City of San Diego shall reimburse the Lessee in any amount the said City is so reimbursed up to fifty percent (50%) of the total amount expended by the Lessee in that regard.

(8) It is expressly understood that the City of San Diego shall not make any alterations in the bulkhead to suit the convenience of said Lessee in the construction of ways, but on the other hand, any alterations necessary and convenient shall be made at the expense of the said Lessee and shall only be made after the said Lessee shall have expended on said premises a sum of not less than three hundred thousand dollars (\$300,000.00) and has begun the building of a ship thereon, under the supervision of the City Engineer.

(9) It is further stipulated and agreed that the said Lessee shall protect the said bulkhead in such manner as may be directed from time to time by the said Harbor Commission of The City of San Diego and upon the expiration of this lease or the termination of this lease for any cause restore said bulkhead to its present form and condition, and will in every way restore the premises herein described to the same condition in every respect as they now are and the said City of San Diego shall have a lien on all the property of the Lessee for that purpose. The bulkhead shall be restored before the Lessee removes any of his property from said premises.

(11) 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 said City of San Diego shall immediately thereupon, by its Harbor Commission or other duly authorized agent, without recourse to the Courts, have the right to immediately take possession of said property, and said Lessee shall forfeit all rights and claims thereunder and thereto, and said Lessee, in accepting this lease, hereby acknowledges the right of said City of San Diego 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 Harbor Commission of The City of San Diego have hereunto set their hands, as and for the act of said City, and the Lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By E. J. Henning

M. V. Moriarty

Rufus Choate

Members of the Harbor Commission  
of the City of San Diego.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

Hamilton Forline  
Lessee.

We the Common Council of the City of San Diego hereby approve, ratify and confirm the foregoing lease and join in the execution thereof.

Harry K. Weitzel

Fred A. Heilbron

Jno. A. Held

Virgilio Bruschi

Members of the Common Council of  
the City of San Diego.

I hereby approve the form of the foregoing Lease, this 16th day of July 1919.

T. B. Cosgrove, City Attorney,

By: Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to HAMILTON FORLINE, being Document No. 123873.

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 30th day of August, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of The City of San Diego, hereinafter referred to as the City, and NEPTUNE SEA FOOD COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the 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 are more particularly described as follows, to-wit:

Lots Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), in Block No. Three (3) of Municipal Tide Lands Subdivision Tract No. One (1), as shown on the map on file in the City Engineer's Office of The City of San Diego.

Also the following described tide lands belonging to said City of San Diego, to-wit:

Beginning at a point on the temporary bulkhead line of the Bay of San Diego, distant 25.00 feet southerly from the southerly line of Ivy Street produced westerly; thence westerly on a line parallel to and distant 25.00 feet southerly from the southerly line of Ivy Street produced westerly a distance of 100 feet to a point; thence northerly and at right angles to the last described line a distance of 26.00 feet to a point; thence westerly and at right angles to the last described line a distance of 30.00 feet to a point; thence southerly and at right angles to the last described line a distance of 70.00 feet to a point; thence easterly and at right angles to last described line a distance of 30.00 feet to a point; thence northerly and at right angles to last described line a distance of 18.00 feet to a point; thence easterly on a line parallel to and distant 41.00 feet from the southerly line of Ivy Street produced westerly to a point on said bulkhead line; thence northerly along said temporary bulkhead line to the point or place of beginning.

To have and to hold the said premises and each and every parcel thereof unto the said Lessee for a term beginning August 28th, 1918; and ending December 31st, 1939, at a rental of Fourteen Hundred and Ninety-four Dollars (\$1494.00) for the period ending August 1st, 1919, and at a rental of One Hundred and thirty-five Dollars (\$135.00) for each and every month thereafter during the life of this lease, unless another and different rental shall be required of said Lessee. The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City to change or increase said rental at any time is hereby expressly reserved to the City; and the said Lessee in accepting this lease acknowledged the right of said Common Council, said Harbor Commission and said City to re-

adjust and increase the rental of said premises at any time as hereinabove provided.

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 nor 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 Harbor Commission of said City, and the people of said City hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, upon the payment to said Lessee of reasonable compensation for damages occasioned by 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 for the erection, construction and maintenance of a fish-canning plant, and for the erection and maintenance of such structures as may be necessary or convenient for the carrying on of a fish-canning business.

(2) All buildings to be erected upon the lands included in this lease shall be in general conformity with the specifications attached hereto, marked "Exhibit A" and by reference thereto made a part hereof as fully as if each and every part of said specifications were set out herein verbatim.

(3) The business of said Lessee to be conducted upon said premises shall be conducted in the manner set forth in that certain instrument attached hereto and marked "Exhibit B" and by reference thereto made a part hereof.

(4) It is expressly understood and agreed that this lease is revocable at the option of The City of San Diego through its properly constituted authorities in the event the said Lessee or its successors or assigns, does not conduct operations in, around or pertaining to the fish-canning business in conformity with the orders and stipulations contained in said Exhibit B attached hereto.

Should any question of fact arise under this lease as to whether or not the industry conducted by said lessee is conducted strictly in conformity with the purposes and intent herein and in Exhibit B set forth, then, and in that event such question of fact shall be settled for all the purposes of this lease by a board to consist of the Presiding Judge of the Superior Court of the County of San Diego, the President of the Chamber of Commerce, and one member of the Clearing House of the Clearing House Banks of the City of San Diego, said member to be appointed for that purpose by the said Clearing House Banks. And it is expressly understood and agreed that the conclusion of said board shall be final in respect to matters considered by said board.

(5) 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 of 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 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 in the Bay of San Diego.

(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 for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet (100) 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 building 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.

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

(9) It is further stipulated and agreed that this lease is made upon the express condition that the said lessee will make such provisions for the disposal of surface storm waters emptying into the Bay of San Diego, at any point where said described tide lands would be reclaimed by the lessee of said tide lands, as may be required of it by the Harbor Commission of The City of San Diego. It is further understood and agreed that the cost of making such provisions for the disposal of such storm waters shall be borne wholly by the said Lessee.

(10) The wharf to be erected upon the parcel of tide lands last above described shall be one hundred and thirty (130) feet in length and shall not exceed seventy (70) feet in width, and shall be of pile and wood construction.

The amount to be invested in said wharf shall be not less than thirty-five hundred dollars (\$3500.00) and work shall be commenced thereon within ten (10) days after the execution of this lease, and shall be completed within sixty (60) days thereafter.

(11) In the event that the Lessee shall fail to establish and maintain the business of fish canning upon the said demised land, or shall fail to fulfil 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 under 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 further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the

right to take possession of said 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 City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

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

By Rufus Choate

E. J. Henning

M. V. Moriarty

Members of the Harbor Commission  
of the City of San Diego.  
Lessor.

(SEAL) Attest:

Allen H. Wright,

City Clerk.

NEPTUNE SEA FOOD COMPANY

By E. J. Risser,

Secy.

Lessee.

I hereby approve the form of the foregoing Lease, this 13th day of August, 1919.

T. B. Cosgrove, City Attorney.

Arthur F. H. Wright, Deputy City Attorney.

EXHIBIT A.

Plans and specifications of all buildings, or other structures and their equipment, and of all work to be done upon the property included in this lease shall be submitted to the Manager of Operation of The City of San Diego, and shall be approved by him before work shall be commenced on any such buildings or structures upon said premises. Such plans and specifications must provide as follows:

(a) The inside walls of all buildings, except those used exclusively for warehouse purposes, shall be of smooth cement, or cement plastered, so that said inside walls may be easily cleaned.

(b) All ceilings and overhead timbers shall be of smooth surface, and shall be covered with white washable paint.

(c) The floors of all buildings, except those used exclusively for labeling or for warehouse purposes, shall be of the best character of cement, troweled to a smooth finish, or covered with some material which will render them impervious to oil and water.

(d) The floors of all buildings, except those used for labeling and warehouse purposes, shall be constructed that they can be easily flushed and cleansed. All floors and drains shall have sufficient pitch to carry away such water as said floors and drains may be flushed with.

(e) Toilet rooms shall be well ventilated, shall contain plumbing which will conform to city ordinances, and shall be screened.

(f) Locker doors shall be constructed of wire of such a mesh that inspection can be readily be made, and the locker rooms shall be well ventilated.

(g) All outside platforms must be so constructed that all water used will drain into catch spoutings, which said catch spoutings shall empty into the sewer system of said building.

(h) All drain pipes in buildings shall be of size adequate for double the amount of waste which will be carried through said drain pipes, and said drain pipes shall be

equipped with all necessary sanitary flush traps.

(i) No drainage whatsoever from the plant shall flow directly to the beach or upon the land in or about the plant.

(j) All openings into the drainage system shall be protected with 1/4-inch mesh wire screens.

(k) Disposition of all drainage water and sewage shall be in accordance with plans and specifications approved by the Manager of Operation, and shall comply with all health ordinances of The City of San Diego.

(l) All cutting tables shall be so constructed that they may be easily scrubbed and cleaned.

(m) The reduction plant shall be of the most modern, sanitary type, and shall be so operated that all objectionable odors will be eliminated.

(n) Boilers of sufficient capacity to properly care for all carriers and pans shall be used, and such boilers shall be thoroughly cleansed by boiling or steaming.

EXHIBIT B.

All operations directly or indirectly connected with the fish packing industry shall be conducted in such a manner that there will be no objectionable odors of any character, either within or without the buildings, and the buildings and grounds shall be at all times kept in a sanitary condition.

Should any fish arriving at the wharf of said company, show signs of decomposition, they shall be removed from the boats carrying them and disposed of in less than six hours after arrival at the wharf. If an application of salt is needed to prevent partially decayed fish from giving out objectionable odors, such salting shall be done promptly.

All heads of fish, viscera, or other refuse shall be conveyed promptly to the reduction plant, and must be processed before any signs of decomposition appear.

Vapors from the reduction plant cooker and dryer, and vapors from fish cookers shall be so handled that such vapor may be treated by adequate sprays, or otherwise, so that there will be no objectionable odors in or about the plant.

Dried fish scraps shall be removed from the premises as rapidly as possible and at no time shall there be in excess of thirty tons of dried scrap on the premises at one time.

No refuse of any kind shall be permitted to accumulate on the premises.

All cutting tables shall be scrubbed and cleaned as soon as the fish have been cleaned.

The plant shall be scrubbed and cleaned every day, and alkali and disinfectants used.

The holder of the within lease shall so conduct his business upon the lands or waters included in said lease that no unpleasant odors, or any nuisance whatsoever, whether stated specifically herein or not, shall be permitted to exist.

All sanitary regulations laid down by the National Cannery Association's System of regulation, and all sanitary regulations prescribed by The City of San Diego, the State of California, the United States of America, or any other public authority, shall be rigidly enforced.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to NEPTUNE SEA FOOD COMPANY, being Document No. 124105.

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 22nd day of September, 1919, between THE CITY OF SAN DIEGO, a municipal corporation, by a majority of the members of its Common Council, heretofore authorized to act for said City, party of the first part, and JAMES R. McNEECE of San Diego, California, party of the second part, WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) to be paid annually during the life of this lease on the first day of September of each year of this lease, and in consideration of the covenants and agreements herein contained the party of the first part hereby lets and leases unto the party of the second part, his heirs and assigns, for a period of fifteen years from and after the first day of August, 1919, unless sooner terminated, under terms of this lease hereinafter set forth, the exclusive right of drilling, operating for and developing and removing petroleum, oil, naptha, natural gas, asphaltum and other kindred substances in those lands situated in The City of San Diego, County of San Diego, State of California, particularly described as follows, to-wit:

Pueblo Lots 1321, 1322, 1323, 1324, 1325, 1326, 1329, 1330 and 1331 of the Pueblo Lands of the City of San Diego, California.

Together with the necessary roads and rights of way for pipe lines for oil and water, together, also, with the right to construct and maintain tanks and buildings necessary for storage purposes, and also the right to use necessary water developed by said second party, and also a right of way for telephone lines required for carrying on said business; provided, however, that any pipe lines should be so laid as not to interfere with the ordinary cultivation of said land, and all work herein allowed shall interfere as little as practicable with the cultivation or pasturage of said land.

The said party of the second part covenants and agrees to commence active work to develop said land for oil, gas and other minerals, on or before the 15th day of December, 1919, and further agrees to prosecute said work diligently and continuously and in good faith, until a well thirty-five hundred feet in depth has been drilled, unless oil or gas have been struck in paying quantities at a lesser depth.

Said party of the second part further covenants and agrees that a well thirty-five hundred feet in depth will be drilled within twelve (12) months from the date of the execution of this lease, and said party of the second part further agrees that within one hundred days after the completion of the first well said party of the second part will begin the drilling of a second well, and will prosecute the work thereon diligently and continuously and in good faith, and that said party of the second part will thereafter continue drilling similar wells until the whole of said property has been developed by the sinking of at least ten (10) wells.

Time is hereby expressly made of the essence of this agreement.

It is hereby further agreed that if said party of the second part shall fail to obtain oil or gas in paying quantities within thirty-six (36) months after the execution of this agreement, said second party shall then cancel and surrender this lease unto the said party of the first part, said second party having, however, the right to remove from said lands all buildings, tanks, pipe lines, telephone lines, engines, boilers, rigs, tools, casing and derricks, except such casing as may then be in place within any wells which by reason of the flow of water should be maintained or capped; and at the termination of this lease, either at the expiration of said fifteen years, or because oil or gas shall not have been found in paying quantities within thirty-six (36) months, the said party of the first part shall have the right to select such wells as it desires to maintain or cap, and for any casing so left in said wells by said second party it shall pay unto said second

party the value of such casing at the then market rate.

It is understood and agreed that at the expiration of this lease any and all wells that are then producing oil or gas shall be operated by said first party without any obligation whatsoever to said second party.

In the event that oil or gas, or other hydro-carbon substances, be found and obtained the party of the second part agrees to deliver or pay as royalty to the party of the first part, at the wells to be drilled hereunder, a one-eighth part of all crude oil or petroleum, naphtha or maltha which may be produced and saved by the party of the second part from the lease of said premises, which shall remain after taking from said total the quantity required for fuel purposes in said mining and drilling operations. Said one-eighth part of the product of said wells shall be delivered free of charge in the pipe lines and tanks belonging to the said party of the second part.

It is agreed, however, that until pipe lines and tanks are provided, the party of the first part shall furnish barrels of forty-two gallons each for its share of said crude oil or petroleum, naphtha or maltha which may be produced from wells upon said premises, and if the party of the first part shall neglect to provide such barrels or other means of transportation for its said portion of said oil, at the time when the deliveries are to be made, the party of the second part may store, transport and sell the same with the remainder or his part of the remainder of said production, and shall account to the party of the first part for the net proceeds of sale of said portion thereof, after deducting from the gross proceeds of such sale the usual charges for making such sales, and for the use of tanks, pipe lines, cars and terminal facilities owned, controlled or used by said party of the second part, and deducting the usual charges for losses, leaks and insurance.

The said party of the second part agrees to keep true and correct accounts showing the production of each and every well sunk by him; to keep and use accurate devices for measuring the output of said wells; to keep books showing such output free and open at all times for the inspection of the party of the first part, or its agents, thereunto authorized by the Common Council of The City of San Diego; and agrees to furnish the said first party, on or about the 15th day of each and every month, a full and correct written statement of all mineral products, if any, from said land for the preceding calendar month.

It is hereby agreed that the said party of the first part shall have the right to elect whether said party of the first part will take the royalties due under the terms of this lease in oil or in coin, and shall give notice in writing to said second party of such election immediately after being notified that there is a production of oil obtained upon such premises.

Said second party agrees that he will not suffer any lien to be filed against said land and premises, or any part thereof, for work or labor done, or materials or supplies furnished, during the term of this lease; that if such lien is filed he will defend the same at his own expense, and that if any judgment lien on said premises be filed he will pay and discharge the same within thirty days from and after the filing of such judgment lien, and in case said judgment lien shall not be so discharged within thirty days after the same be filed, then and in that event this lease shall immediately terminate without further action upon the part of the said first party.

Said second party further agrees that said first party, or its authorized representative, shall have at any and all reasonable times, the right to examine and gauge any and all tanks and wells for the purpose of verifying any accounts rendered said first party by said second party.

Upon the failure of said second party to comply fully and fairly with each of the

conditions herein set forth, within twenty days after notice in writing so to do by the said party of the first part, all rights under this lease shall terminate and be forfeited.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and the said party of the second part has hereunto subscribed his name, this 22nd day of September, 1919.

THE CITY OF SAN DIEGO,

By Virgilio Bruschi

Harry K. Weitzel

Fred A. Heilbron

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

James R. McNeece

I hereby approve the form of the foregoing lease, this 29th day of August, 1919.

T. B. Cosgrove, City Attorney

By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF PUEBLO LANDS to R. McNEECE, being Document No. 124019.

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, DAVID H. RYAN, of The City of San Diego, California, as principal, and The FIDELITY & CASUALTY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as Surety, are held and firmly bound unto 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 Sixteen hundred twenty dollars (\$1620.00), 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 23rd day of September, 1919.

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, transportation, material and supplies or other expenses of every kind and description necessary or incidental to the performance of the following work in The City of San Diego, California, to-wit:

The surfacing, with an asphaltum macadam wearing surface, of the existing pavement on that portion of Roosevelt Memorial Drive, in The City of San Diego, California, also known as the "Biological Grade," extending from the southerly end of the said existing pavement and terminating at a point in said pavement distant north 64° 11' west, 491.14 feet from the northeast corner of Pueblo Lot 1298, in said City; all in accordance with the specifications therefor contained in Document No. 123930, on file in the office of the City Clerk of said City; a copy of which said specifications contained in said Document No 123930 is attached to said contract, marked "Exhibit A," and by reference thereto incorporated therein as fully as if each part thereof were written out plainly therein.

AND WHEREAS, the aforesaid penal sum of sixteen hundred twenty dollars (\$1620.00),

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 subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereto affixed, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

David H. Ryan

Principal.

THE FIDELITY & CASUALTY COMPANY OF NEW YORK.

Surety.

By Donald B. Goldsmith

ATTEST:

Attorney (SEAL)

A. Green.

I hereby approve the form of the within Bond, this 19th day of September, 1919.

T. B. Cosgrove, City Attorney.

By Arthur F. H. Wright, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 25th day of September, 1919.

Fred A. Heilbron

Jno. A. Held

(SEAL) ATTEST:

Virgilio Bruschi

Allen H. Wright, City Clerk

Members of the Common Council

By Hugh A. Sanders, Deputy.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, DAVID H. RYAN, of The City of San Diego, California, as Principal, and THE FIDELITY & CASUALTY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of eight hundred ten dollars (\$810.00) 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 23rd day of September, 1919.

THE CONDITION OF THE ABOVE 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 the following work in The City of San Diego, California, to-wit:

The surfacing, with an asphaltum macadam wearing surface, of the existing pavement on that portion of Roosevelt Memorial Drive, in The City of San Diego, California, also known as the "Biological Grade," extending from the southerly end of the said existing pavement and terminating at a point in said pavement distant north 64° 11' west, 491.14 feet from the northeast corner of Pueblo Lot 1298, in said City; all in accordance with the specifications therefor contained in Document No. 123930, on file in the office of the City Clerk of said City; a copy of which said specifications contained in said Document No 123930 is attached to said contract, marked "Exhibit A," and by reference thereto incorporated therein as fully as if each part thereof were written out plainly therein.

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 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.

David H. Ryan

Principal.

THE FIDELITY & CASUALTY COMPANY OF NEW YORK.

Surety.

By Donald B. Goldsmith,

ATTEST:

Attorney. (SEAL)

A. Green

I hereby approve the form of the within Bond, this 19th day of September, 1919.

T. B. Cosgrove, City Attorney.

By Arthur F. H. Wright, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 25th day of September, 1919.

Fred A. Heilbron,

(SEAL) ATTEST:

Jno. A. Held

Allen H. Wright, City Clerk

Virgilio Bruschi

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 22nd day of September, 1919, by and between THE CITY OF SAN DIEGO, <sup>municipal</sup> a/corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and DAVID H. RYAN, of The City of San Diego, California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The surfacing, with an asphaltum macadam wearing surface, of the existing pavement on that portion of Roosevelt Memorial Drive, in The City of San Diego, California, also known as the "Biological Grade," extending from the southerly end of the said existing pavement and terminating at a point in said pavement distant north 64° 11' west, 491.14

feet from the northeast corner of Pueblo Lot 1298, in said City; all in accordance with the specifications therefor contained in Document No. 123930, on file in the office of the City Clerk of said City; a copy of which said specifications contained in said Document No. 123930 is attached hereto, marked "Exhibit A," and by reference thereto incorporated herein as fully as if each part thereof were written out plainly herein.

Said contractor agrees to do and perform all of the said work at and for the following prices, to-wit:

12,836 square yards of surfacing at twenty-two and one-half cents (\$.225) per square yard;

Oiling the gutters, complete, three hundred fifty dollars (\$350.00).

Said contractor agrees to commence said work within ten (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 thirty (30) days from the date of the commencement of said work.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the 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 proper fund of said City, the sum of twenty-two and one-half cents (\$.225) per square yard for said surfacing, and the sum of three hundred fifty dollars (\$350.00) for oiling the gutters; said payments to be made as follows:

Upon completion of the said work, and the acceptance of the same by the Common Council, seventy-five per cent. (75%) of the said contract price shall be paid said contractor, and twenty-five per cent. (25%) of the whole contract price, and of 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, when on proof that the contract has been fully performed, and all charges for labor and material have been paid, the 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 said 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 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 work 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 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 endorse 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 con-

tractor 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.

Further, said contractor 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 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 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 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 and ruling.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; 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 subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

m By Fred A. Heilbron

(SEAL) ATTEST:

Harry K. Weitzel

Allen H. Wright,

Virgilio Bruschi

City Clerk

Members of the Common Council

David H. Ryan

I hereby approve the form of the foregoing Contract, this 19th day of September, 1919.

T. B. Cosgrove, City Attorney.

By Arthur F. H. Wright, Deputy City Attorney.

SPECIFICATIONS FOR THE CONSTRUCTION OF AN ASPHALTUM MACADAM WEARING SURFACE ON THAT PORTION OF ROOSEVELT MEMORIAL DRIVE, IN THE CITY OF SAN DIEGO, CALIFORNIA, KNOWN AS THE "BIOLOGICAL GRADE", EXTENDING FROM THE SOUTHERLY END OF THE EXISTING PAVEMENT AND TERMINATING AT A POINT IN SAID PAVEMENT DISTANT NORTH 64 DEGREES 11 MINUTES WEST, 491.14 FEET FROM THE NORTHEAST CORNER OF PUEBLO LOT 1298.

#### GENERAL.

The asphaltum macadam wearing surface shall conform to the following specifications; it being the intent and purpose of such specifications to cover the standards of the materials used, the arrangement and application thereof in such quantities and in such proportions as will furnish an asphaltum macadam wearing road surface, without reference to width or length, of approximately 3/4" thickness.

#### BASE

The asphaltum macadam wearing surface shall be laid upon the full width of the existing pavement. The surface of the existing pavement shall be thoroughly swept and cleaned to the satisfaction of the Superintendent of Streets and be thoroughly dry before any of the surfacing material is laid upon it.

#### MATERIALS.

The materials used in this specifications shall be rock and asphaltum.

#### STANDARDS OF MATERIALS.

Crushed Rock: Crushed rock shall consist of hard, durable rock, crushed to a size between 1/4 inch minimum and 3/4 inch maximum.

Rock Screenings: Rock screenings shall consist of the product of from the rock crusher crushing the above described rock, which passes a 1/4 inch screen and is retained on a 10 mesh screen. Both crushed rock and rock screenings shall be free from all sand, silt, dirt and organic matter. Crushed gravel will not be considered as fulfilling these specifications.

#### ASPHALTUM.

Asphaltum shall consist of Grade "E" asphalt having a penetration of 91 to 125 degrees.

#### CONSTRUCTION.

Laying the Wearing Surface: Upon the concrete base cleaned as above specified, shall be spread the asphaltum at the rate of 3/8 of a gallon per square yard. The asphaltum shall be applied by suitable power distributor at a pressure of not less than 20 pounds nor in excess of 40 pounds to the square inch, and at a temperature of not less than 400 degrees nor in excess of 500 degrees Fahrenheit. Upon this coating of asphaltum there shall be immediately spread the crushed rock of the quality herein specified, at the rate of 7 pounds per square foot of surface. The material shall be spread in a manner that will insure a uniform thickness over the entire pavement. The rock thus spread shall be

rolled with a roller weighing not less than 8 tons. When sufficiently rolled, and all loose matter swept from the surface, there shall be another application of asphaltum at the rate of  $\frac{3}{8}$  of a gallon per square yard. Over this shall be spread rock screenings, sufficient to absorb all the excess asphaltum, after which the surfacing shall be again rolled, having the roller pass at least four (4) times over all portions of the pavement. It will be required to place approximately 3 pounds of rock screenings for each square foot of pavement.

The contractor shall apply rock screenings to any spots that may develop excess of asphaltum during ten days after completion.

Oiling the Gutters: The gutters shall be cleaned and shaped to grade by the City of San Diego, after which the contractor shall spread asphaltum over them at the rate of  $\frac{1}{2}$  gallon per square yard of surface and at a temperature of 350 degrees Fahrenheit, in the manner described above.

#### TRAFFIC.

Traffic must not be allowed on the surfacing at any time at which there is asphaltum which has not yet been covered with rock or sand. Traffic may be allowed on the pavement immediately upon its completion.

#### INSPECTION.

The inspection of this work shall be left entirely in the hands of the City Engineer and Superintendent of Streets, under whom this work is being constructed, reserving the option to cut down the quantity of material, if in his judgment it is excessive to accomplish best results.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and DAVID H. RYAN for the Surfacing of Biological Grade, being Document No. 124313.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

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

THIS AGREEMENT made this 21st day of July 1919, by and between the City of San Diego, State of California, party of the first part, and the Automobile Club of Southern California, a corporation, party of the second part,

WITNESSETH: That

WHEREAS, the California Vehicle Act as amended in 1919 by the Legislature of the State of California requires that the various counties and cities in the State of California erect certain signs designating the "business district" and "closely built up territory" defined in Subdivisions 5 and 6 of Section 1 of said Act, if such counties and cities are to legitimately enforce the provisions of Section 22 of said Vehicle Act governing the speed of Vehicles, and

WHEREAS, the party of the second part has offered to erect signs in the manner and form required by the law for the party of the first part, at such locations as may be agreed upon by the parties hereto, provided the party of the first part employs the party of the second part to maintain such signs and agrees in consideration of the erection of such signs and their maintenance to pay said party of the second part therefor all sums expended for material used in the replacing or repairing of such signs or the posts on which they are erected; and the party of the first part desires to accept said offer;

NOW THEREFORE, it is agreed that the party of the second part shall perform all of

the necessary labor and furnish all materials for the erection of such signs as are required by Subdivisions 5 and 6 of Section 1 of the California Vehicle Act to be erected by the parties of the first part before said party of the first part can legally enforce the speed regulations of Section 22 of said Act. Such signs shall each be mounted upon one substantial Redwood post twelve (12) feet long, four (4) inches wide, Four (4) inches thick, tapered at the top end, to be painted with two full coats of white lead paint, Each sign shall be made of eighteen (18) inch gauge steel, and shall be triangular in shape, having the corners rounded. The sides shall each be twenty-four (24) inches in length. Each such sign shall be erected in the manner required by law and shall be placed upon the post, such as herein described, which shall be set three (3) feet deep in the ground, in such a manner that the post shall stand upright. Each such sign shall be a "business district" sign or a "closely built up territory" sign in accordance with the law, and shall bear the words and figures thereon as required by law, and in addition thereto the "20 mile speed limit" signs shall bear the name of the CITY OF SAN DIEGO and all signs of both kinds may also bear the words, "Automobile Club of Southern California", or an abbreviation thereof.

It is agreed that under this contract the party of the second part shall erect four "15 mile speed limit" signs as required by Subdivision 5 of Section 1 of said California Vehicle Act, as amended in 1919, such signs to be placed at the following locations: On the approaches to the business district of San Diego from La Mesa, La Jolla, National City and San Diego Mission.

It is also agreed that under this contract the party of the second part shall erect four "20 mile speed limit" signs as required by Subdivision 6 of Section 1 of said California Vehicle Act as amended in 1919, such signs to be placed at the following locations: On the approaches to San Diego from La Mesa, La Jolla, National City, and San Diego Mission.

Whenever it shall in the judgment of the party of the second part become necessary to repair or replace said signs or any of them, such repairing or replacing shall be done by repairing said signs to conform with the law and the provisions of this contract, or by replacing them with signs such as are required by the law and this contract.

In consideration for the erection of said signs by the party of the second part and the maintenance thereof, the party of the first part does hereby agree to pay to the said party of the second part on demand to be filed in the manner and form required by law, all such sums as shall be expended by the party of the second part for material used in the repairing or replacing of any of the signs erected under the terms of this contract.

It is understood that the signs erected under this contract are to remain the property of the party of the second part, and may, with any and all alterations and repairs, be removed by the said party of the second part at the termination of this contract.

It is also understood that this contract shall continue in full force and effect continuously hereafter until such time as it may be revoked in writing by either of the parties hereto by the giving of sixty days notice in writing to the other party.

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 party of the second part has caused its corporate name to be subscribed and its corporate seal to be affixed hereto, the day and year hereinabove written.

THE CITY OF SAN DIEGO.

Harry K. Weitzel

Fred A. Heilbron

(SEAL) ATTEST:

Allen H. Wright

J

City Clerk

Jno. A. Held

Virgilio Bruschi

Members of the Common Council.

AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA.

By Standish Mitchell

Secretary (SEAL)

I hereby approve the form of the foregoing Contract, this 19th day of July, 1919.

T. B. Cosgrove, City Attorney.

By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between THE CITY OF SAN DIEGO, CALIFORNIA and AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA, erect sign posts, being Document No. 124376;

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 October, 1919, 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 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 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 13th day of September, 1919, to-wit, to and including the 13th day of September, 1920.

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 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 City Treasurer of said City, the sum of Twenty-five dollars (\$25.00), in gold coin of the United States of America.

It is further understood and agreed by and between the parties hereto that this lease may be terminated at any time upon thirty days' notice by the lessor, upon payment by the said party of the first part to the party of the second part of a proportionate refund of any rental paid in advance.

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

By Fred A. Heilbron,

Harry Weitzel

Jno A. Held

Virgilio Bruschi.

Members of the Common Council.

(SEAL) ATTEST: Allen H. Wright, City Clerk.

Mrs. S. B. Ames.

I hereby approve the form of the foregoing lease this 17th day of September, 1919.

T. B. Cosgrove, City Attorney,

By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of Document No. 124880, being lease of Lot 151 of Morena to Mrs. S. B. Ames, on file in the office of the City Clerk of the City of San Diego, California.

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 30th day of August, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of the City of San Diego, hereinafter referred to as the City, and MUSHER & COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the 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 are more particularly described as follows, to-wit:

Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block No. Three (3), Municipal Tide Lands Subdivision Tract No. One (1), as shown on the map on file in the City Engineer's Office of The City of San Diego.

Also the following described tide lands belonging to said City of San Diego, to-wit:

Beginning at a point on the U. S. Bulkhead Line, as established Feb. 12, 1912, at a point 25 feet southeasterly from the intersection of the southeasterly line of Juniper Street produced southwesterly; thence southeasterly along said bulkhead line, a distance of 50 feet; thence at right angles southwesterly south 69 degrees, 48 minutes, 40 seconds, west, a distance of 250 feet; thence at right angles northwesterly and parallel to said bulkhead line, a distance of 50 feet; thence at right angles northeasterly north 69 degrees, 48 minutes, 40 seconds, East, a distance of 250 feet to the point or place of beginning.

To have and to hold the said premises and each and every parcel thereof unto the said Lessee for a term beginning December 5th, 1918, and ending October 1st, 1943, at a rental

of Nine Hundred Ninety-four and 99/100 Dollars (\$994.99) for a term ending September 1st, 1919, and at a rental of One Hundred and ten Dollars (\$110.00) for each and every month thereafter during the life of this lease, unless another and different rental shall be required of said Lessee. The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City to change or increase said rental at any time is hereby expressly reserved to the said City; and the said Lessee in accepting this lease acknowledges the right of said City of San Diego to readjust and increase the rental of said premises at any time.

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 nor any part thereof without the consent of the City of San Diego duly evidenced.

The Common Council of said City, and the Harbor Commission of said City, and the people of said City hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, upon the payment to said Lessee of reasonable compensation for damages occasioned by 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 for the erection, construction and maintenance of a fish-canning plant, and for the erection and maintenance of such structures as may be necessary or convenient for the carrying on of a fish-canning business.

(2) All buildings to be erected upon the lands included in this lease shall be in general conformity with the specifications attached hereto, marked "Exhibit A" and by reference thereto made a part hereof as fully as if each and every part of said specifications were set out herein verbatim.

(3) The business of said Lessee to be conducted upon said premises shall be conducted in the manner set forth in that certain instrument attached hereto and marked "EXHIBIT B" and by reference thereto made a part hereof.

(4) It is expressly understood and agreed that this lease is revocable at the option of The City of San Diego through its properly constituted authorities in the event the said Lessee, or its successors or assigns, does not conduct operations in, around or pertaining to the fish canning business in conformity with the orders and stipulations contained in said Exhibit B attached hereto.

Should any question of fact arise under this lease as to whether or not the industry conducted by said Lessee is conducted strictly in conformity with the purposes and intent herein and in Exhibit B set forth, then, and in that event such question of fact shall be settled for all the purposes of this lease by a board to consist of the Presiding Judge of the Superior Court of the County of San Diego, the President of the Chamber of Commerce, and one member of the Clearing House of the Clearing House Banks of the City of San Diego, said member to be appointed for that purpose by the said Clearing House Banks. And it is expressly understood and agreed that the conclusions of said board shall be final in respect to matters considered by said board.

(5) 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 of 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 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 in the Bay of San Diego.

(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 (100) 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 building 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.

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

(9) It is further stipulated and agreed that this lease is made upon the express condition that the said lessee will make such provisions for the disposal of surface storm water emptying into the Bay of San Diego, at any point where said described tide lands would be reclaimed by the lessee of said tide lands, as may be required of it by The City of San Diego, and it is further understood and agreed that the cost of making such provisions for the disposal of such storm waters shall be borne wholly by the said Lessee.

(10) In the event that the Lessee shall fail to establish and maintain the business of fish canning upon the said demised lands, or shall fail to fulfil 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 under 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 further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said 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 City to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore

mentioned.

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

By Rufus Choate

E. J. Henning

M. V. Moriarty

Members of the Harbor Commission  
of The City of San Diego.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

MUSHER & COMPANY

By V. Musher  
Prest.  
Lessee.

ATTEST:

J. T. Musher,  
Sec.

I hereby approve the form of the foregoing Lease, this 11th day of August, 1919.

T. B. Cosgrove,

City Attorney.

By Arthur F. H. Wright,

Deputy City Attorney.

#### EXHIBIT A.

Plans and specifications of all buildings, or other structures and their equipment, and of all work to be done upon the property included in this lease shall be submitted to the Manager of Operation of The City of San Diego, and shall be approved by him before work shall be commenced on any such buildings or structures upon said premises. Such plans and specifications must provide as follows:

(a) The inside walls of all buildings, except those used exclusively for warehouse purposes, shall be of smooth cement, or cement plastered, so that said inside walls may be easily cleansed.

(b) All ceilings and overhead timbers shall be of smooth surface, and shall be covered with white washable paint.

(c) The floors of all buildings, except those used exclusively for labeling or for warehouse purposes, shall be of the best character of cement, troweled to a smooth finish, or covered with some material which will render them impervious to oil and water.

(d) The floors of all buildings, except those used for labeling and warehouse purposes, shall be so constructed that they can be easily flushed and cleansed. All floors and drains shall have sufficient pitch to carry away such water as said floors and drains may be flushed with.

(e) Toilet rooms shall be well ventilated, shall contain plumbing which will conform to city ordinances, and shall be screened.

(f) Locker doors shall be constructed of wire of such a mesh that inspection can readily be made, and the locker rooms shall be well ventilated.

(g) All outside platforms must be so constructed that all water used will drain into catch spoutings, which said catch spoutings shall empty into the sewer system of said building.

(h) All drain pipes in buildings shall be of size adequate for double the amount of waste which will be carried through said drain pipes, and said drain pipes shall be equipped with all necessary sanitary flush traps.

(i) No drainage whatsoever from the plant shall flow directly to the beach or upon the land in or about the plant.

(j) All openings into the drainage system shall be protected with 1/4-inch mesh wire screens.

(k) Disposition of all drainage, water and sewage shall be in accordance with plans and specifications approved by the Manager of Operation, and shall comply with all health ordinances of The City of San Diego.

(l) All cutting tables shall be so constructed that they may be easily scrubbed and cleaned.

(m) The reduction plant shall be of the most modern, sanitary type, and shall be so operated that all objectionable odors will be eliminated.

(n) Boilers of sufficient capacity to properly care for all carriers and pans shall be used, and such boilers shall be thoroughly cleansed by boiling or steaming.

EXHIBIT B.

All operations directly or indirectly connected with the fish packing industry shall be conducted in such a manner that there will be no objectionable odors of any character, either within or without the buildings, and the buildings and grounds shall be at all times kept in a sanitary condition.

Should any fish arriving at the wharf of said company, show signs of decomposition, they shall be removed from the boats carrying them and disposed of in less than six hours after arrival at the wharf. If an application of salt is needed to prevent partially decayed fish from giving out objectionable odors, such salting shall be done promptly.

All heads of fish, viscera, or other refuse shall be conveyed promptly to the reduction plant, and must be processed before any signs of decomposition appear.

Vapors from the reduction plant cooker and dryer, and vapors from fish cookers shall be so handled that such vapor may be treated by adequate sprays, or otherwise, so that there will be no objectionable odors in or about the plant.

Dried fish scraps shall be removed from the premises as rapidly as possible and at no time shall there be in excess of thirty tons of dried scrap on the premises at one time.

No refuse of any kind shall be permitted to accumulate on the premises.

All cutting tables shall be scrubbed and cleaned as soon as the fish have been cleaned.

The plant shall be scrubbed and cleaned every day, and alkali and disinfectants used.

The holder of the within lease shall so conduct his business upon the lands or waters included in said lease that no unpleasant odors, or any nuisance whatsoever, whether stated specifically herein or not, shall be permitted to exist.

All sanitary regulations laid down by the National Canner's Association's system of regulation, and all sanitary regulations prescribed by The City of San Diego, the State of California, the United States of America, or any other public authority, shall be rigidly enforced.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to MUSER & COMPANY, being Document No. 124768.

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 6th day of October, 1919, between THE CITY OF SAN DIEGO, a municipal corporation, by a majority of the members of its Common Council, heretofore authorized to act for said City, party of the first part and W.E. BENBOUGH and J. R. ROCHELL, of San Diego, California, parties of the second part, WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) to be paid annually during the life of this lease on the first day of September of each year of this lease, and in consideration of the covenants and agreements herein contained, the party of the first part hereby lets and leases unto the parties of the second part, their heirs and assigns, for a period of fifteen (15) years from and after the first day of August, 1919, unless sooner terminated, under terms of this lease hereinafter set forth, the exclusive right of drilling, operating for and developing and removing petroleum, oil, naphtha, natural gas, asphaltum and other kindred substances in those lands situated in The City of San Diego, County of San Diego, State of California, particularly described as follows, to-wit:

Pueblo Lots 106, 190, 206, 212, 249, 251, 253, 1202, 1265, 1266, 1280, 1284, 1296, 1297, 1314 and 1785 of the Pueblo Lands of The City of San Diego.

Together with the necessary roads and rights of way for pipe lines for oil and water, together, also, with the right to construct and maintain tanks and buildings necessary for storage purposes, and also the right to use necessary water developed by said second parties, and also a right of way for telephone lines required for carrying on said business; provided, however, that any pipe lines should be so laid as not to interfere with the ordinary cultivation of said land, and all work herein allowed shall interfere as little as practicable with the cultivation or pasturage of said land.

The said parties of the second part covenant and agree to commence active work to develop said land for oil, gas and other minerals, on or before the 16th day of December, 1919, and further agree to prosecute said work diligently and continuously and in good faith, until a well (3500) thirty-five hundred feet in depth has been drilled, unless oil or gas have been struck in paying quantities at a lesser depth.

Said parties of the second part further covenant and agree that a well (3500) thirty-five hundred feet in depth will be drilled within (12) twelve months from the date of the execution of this lease, and said parties of the second part further agree that within one hundred days after the completion of the first well said parties of the second part will begin the drilling of a second well, and will prosecute the work thereon diligently and continuously and in good faith, and that said parties of the second part will thereafter continue drilling similar wells until the whole of said property has been developed by the sinking of at least (10) ten wells.

Time is hereby expressly made of the essence of this agreement.

It is hereby further agreed that if said parties of the second part shall fail to obtain oil or gas in paying quantities within thirty-six (36) months after the execution of this agreement, said second parties shall then cancel and surrender this lease unto the said party of the first part, said second parties having, however, the right to remove from said lands all buildings, tanks, pipe lines, telephone lines, engines, boilers, rigs, tools, casing and derricks, except such casing as may then be in place within any wells which by reason of the flow of water should be maintained or capped; and at the termination of this lease, either at the expiration of said fifteen (15) years, or because oil or gas shall not have been found in paying quantities within thirty-six (36) months, the said party of the first part shall have the right to select such wells as it desires to maintain or cap, and for any casing so left in said wells by said second parties it shall pay unto said second parties, the value of such casing at the then market rate.

It is understood and agreed that at the expiration of this lease any and all wells that are then producing oil or gas shall be operated by said first party without any obligation whatsoever to said second parties.

In the event that oil or gas, or other hydro-carbon substances, be found and obtained the parties of the second part agree to deliver or pay as royalty to the party of the first part, at the wells to be drilled hereunder a one-eighth part of all crude oil or petroleum, naptha or maltha which may be produced and saved by the parties of the second part from the lease of said premises, which shall remain after taking from said total the quantity required for fuel purposes in said mining and drilling operations. Said one-eighth part of the product of said wells shall be delivered free of charge in the pipe lines and tanks belonging to the said parties of the second part.

It is agreed, however, that until pipe lines and tanks are provided, the party of the first part shall furnish barrels of forty-two gallons each for its share of said crude oil or petroleum, naptha or maltha which may be produced from wells upon said premises, and if the party of the first part shall neglect to provide such barrels or other means of transportation for its said portion of said oil, at the time when the deliveries are to be made, the parties of the second part may store, transport and sell the same with the remainder or their part of the remainder of said production, and shall account to the party of the first part for the net proceeds of sale of said portion thereof, after deducting from the gross proceeds of such sale the usual charges for making such sales, and for the use of tanks, pipe lines, cars and terminal facilities owned, controlled or used by said parties of the second part, and deducting the usual charges for losses, leaks and insurance.

The said parties of the second part agree to keep true and correct accounts showing the production of each and every well sunk by them; to keep and use accurate devices for measuring the output of said wells; to keep books showing such output free and open at all times for the inspection of the party of the first part, or its agents thereunto authorized by the Common Council of The City of San Diego; and agree to furnish the said first party, on or about the 10th day of each and every month, a full and correct written statement of all mineral products, if any, from said land for the preceding calendar month.

It is hereby agreed that the said party of the first part shall have the right to elect whether said party of the first part will take the royalties due under the terms of this lease in oil or in coin, and shall give notice in writing to said second parties of such election immediately after being notified that there is a production of oil obtained upon such premises.

Said second parties agree that they will not suffer any lien to be filed against said land and premises, or any part thereof, for work or labor done, or materials or supplies furnished, during the term of this lease; that if such lien is filed they will defend the same at their own expense, and that if any judgment lien on said premises be filed they will pay and discharge the same within thirty days from and after the filing of such judgment lien, and in case said judgment lien shall not be so discharged within thirty days after the same be filed, then and in that event this lease shall immediately terminate without further action upon the part of the said first party.

Said second parties further agree that said first party, or its authorized representatives, shall have at any and all reasonable times, the right to examine and gauge any and all tanks and wells for the purpose of verifying any accounts rendered said first party by said second parties.

Upon the failure of said second parties to comply fully and fairly with each of the conditions herein set forth, within twenty days after notice in writing so to do by the said party of the first part, all rights under this lease shall terminate and be forfeited.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and the said parties of the second part have hereunto subscribed their names, this 6th day of October, 1919.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

THE CITY OF SAN DIEGO.  
By Fred A. Heilbron  
Henry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council.  
Party of the First Part.

W. E. Benbough  
J. R. Rochell  
Parties of the Second Part.

I hereby approve the form of the foregoing Agreement, this 16th day of September, 1919.

T. B. Cosgrove, City Attorney,  
By Arthur F.H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF PUEBLO LANDS for drilling oil to BENBOUGH AND ROCHELL, being Document No. 124272.

Allen H. Wright,

City Clerk of the City of San Diego, California.  
By ya Jacques Deputy.

L E A S E

THIS LEASE made and entered into this 17th day of September, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation, of the State of California, hereinafter called the Lessor, and W. A. DAVIS of the County of San Diego, State of California, hereinafter called the Lessee, WITNESSETH:

That the Lessor for and in consideration of the payments by the said Lessee to be made as hereinafter set forth, does hereby lease, demise and let unto the said Lessee all of the interest of the said Lessor in the following described tract, piece or parcel of land situate in the City of San Diego, County of San Diego, State of California, particularly described as follows, to-wit:

All that portion of Pueblo Lot 1305 of the Pueblo Lands of The City of San Diego, lying southerly from the Atchison, Topeka and Santa Fe Railway Company's right of way.

Together with the exclusive privilege of removing gravel from said tract of land.

Said Lessee shall pay as rental to the said Lessor for the said premises the sum of two cents (2¢) for each ton of gravel removed therefrom, provided, however, that in no event shall the rent for any one month be less than the sum of ten dollars (\$10.00); monthly payments of rental to be made on the first day of each and every month for all gravel removed during the preceding month.

This lease shall run for a period of five (5) years from and after the execution thereof, and the said W. A. Davis is hereby given the right and option to extend this lease for a period of five (5) years after its termination upon the same terms contained herein; provided, however, that said W. A. Davis shall give to the said City notice of his intention to renew said lease at least thirty (30) days before the expiration of this lease.

The said lessee agrees to keep true and correct accounts showing the amount of gravel removed by him each month; to keep the books showing such amount removed, free and open at all times to the inspection of the Lessor or its agents; to furnish to said Lessor on or about the first day of each and every month, a full and correct written statement of all gravel removed from the said land for the preceding calendar month.

Said Lessee agrees that he will not suffer any lien to be filed against said land and premises, or any part thereof, for work or labor done, or materials or supplies furnished during the term of this lease; that if any such lien is filed he will defend the same at his own expense, and that if any judgment lien upon said premises be filed, he will pay and discharge the same.

It is mutually agreed between the parties hereto that the Lessor shall have the privilege of purchasing finished product gravel in such quantities as it may desire from the said Lessee, F.O.B. at the bin of the said Lessee on said land above described, at the market value of finished product gravel less ten per cent. (10%).

Should said Lessee refuse to deliver any said gravel desired by the said Lessor, then and in that event the said Lessor may buy the same in the open market and said Lessee will pay to the said Lessor the difference between the price which the said Lessee hereby agrees to sell said gravel to said City, and the price which said City shall be obliged to pay for such gravel in the open market.

It is agreed that on the last day of the term of this lease, or other sooner determination of the estate hereby granted, the said Lessee shall and will, peaceably and quietly leave, surrender and yield up unto said lessor the said premises, in as good state and condition as the same are now or may be put into, except for the removal of gravel therefrom as hereinbefore provided.

IN WITNESS WHEREOF the said Lessee has hereunto set his hand and the said Lessor has caused these presents to be executed the day and year first above written.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

By THE CITY OF SAN DIEGO  
Fred A. Heilbron  
Harry K. Weitzel  
Virgilio Bruschi  
Members of the Common Council of  
The City of San Diego.  
Lessor.  
Wm. A. Davis  
Lessee.

I hereby approve the form of the foregoing Lease, this 17th day of September, 1919.

T. B. Cosgrove, City Attorney.  
By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF PUEBLO LANDS to W. A. DAVIS, being Document No. 124213.

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

By Y. A. Jacques Deputy.

L E A S E.

LESSOR THE CITY OF SAN DIEGO  
CONTRACTING OFFICER G. F. Woods, Chief Real Estate Service, WD.  
PREMISES CONTONMENT AT CAMP KEARNY.

TO BE OCCUPIED BY THE UNITED STATES AS PASTURE LAND

RENTAL PER ANNUM \$1.00 APPROPRIATION Barracks & Quarters 1920.

DATE OF LEASE May 23, 1919 DATE EFFECTIVE July 1, 1919 DATE EXPIRES June 30, 1920.

THE AUTHORITY FOR THIS LEASE IS Par. 207, compilation of General Orders, Circulars and Bulletins, 1881-1915.

THESE ARTICLES OF AGREEMENT, Entered into this 23rd day of May, 1919, between G. F. Woods, Chief, Real Estate Service, WD., 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 San Diego, 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 1st, 1919, and ending with June 30th, 1920, at the rental and under the conditions named below:

1a. At a rental of the sum of One Dollar (\$1.00) per annum, payable as soon after the close of the fiscal year as practicable.

1b. All that certain real property situated in the County of San Diego, State of California, particularly described as follows, to-wit:

Pueblo Lot 1273 of the Pueblo Lands of the City of San Diego, according to map thereof made by James Pascoe, in 1870, and on file in the office of the City Clerk of said City, consisting of 153.5 acres, more or less.

1c. That the lands hereinbefore described are hereby demised and leased as pasture land for Government stock and such other and further military uses as may be designated by the Secretary of War or other duly constituted authority of the United States of America.

1d. That if during the term of this lease the United States of America shall abandon the use of said land for the purpose aforesaid, then and in that event and upon such abandonment, this lease shall be terminated provided, however, that no temporary cessation of such uses by the United States of America shall be construed as an abandonment.

1e. That upon the expiration of this lease or any sooner termination thereof, the right is reserved to remove or cause to be removed any and all buildings and improvements that may be placed upon said land by the United States of America or by anyone else in its behalf or for its use.

1f. That neither the lessee nor his assigns shall be held to have assumed any other, different or greater liability or responsibility than is hereby expressly provided for.

2. That the said lessor will warrant and defend to the lessee, 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 Government in or before the proper State or United States Courts.

6. That no Member of or Delegate to Congress, or Resident Commissioner, 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. 1088), this stipulation, 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 thirty 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, 1922, but no renewal shall be made to include more than one fiscal year.

The following alterations were made before signing this lease:

Brief, line 5, "month" erased, "Annum" inserted.

Article 1, line 4, "rate per month and under the conditions named below, viz:" eliminated.

Articles 3, 4, & 5, eliminated.

Article 6, lines 1 & 2, "nor any person belonging to or employed in the military service of the United States," Eliminated; line 4, "L 1109" eliminated, "1088" substituted; lines 4 & 5, "so far as it relates to Members of or Delegates to Congress or Resident Commissioners" eliminated.

Line 2 Caption "Quartermaster at" & line 2 preamble "Quartermaster Corps US Army" deleted.

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 its own use, and that there are no public buildings, quarters, or grounds 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

Andrew Joyce  
1st Lt. U. A.

as

Chief G. F. Woods  
G.F.Woods, Real Estate Service, W.D.

THE CITY OF SAN DIEGO - by

(SEAL)

ALLEN H. WRIGHT,  
City Clerk

Harry K. Weitzel  
Fred A. Heilbron  
Jno. A. Held  
Virgilio Bruschi

Members of Common Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF PUEBLO LOT 1273 TO U. S. GOVERNMENT- being Document No. 122445.

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 8th day of December, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City, under and by virtue of the authority conferred by Ordinance No. 7865 of the ordinances of The City of San Diego, authorizing the execution of this lease, and WILLIAM W. BAILES, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described property situated in The City of San Diego, County of San Diego, State of California, more particularly described as follows:

The northwest quarter of Pueblo Lot 1329 of the Pueblo Lands of The City of San Diego, according to the map thereof made by James Pascoe in 1870, now owned by said City:

For the term of one year, commencing December 23rd, 1919, at a yearly rental of twenty dollars (\$20.00) payable annually in advance.

And said Lessee does hereby covenant, promise and agree to pay said City the said rent in the manner hereinabove provided, and to perform the covenants herein contained, and 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 thereof will permit.

Said Lessee further covenants and promises and agrees to use and maintain said property for agricultural purposes only; provided, that if said premises are used for any purpose other than those herein specified, or in case said rental is not paid as herein provided, said City may terminate this lease.

And said City does hereby covenant, promise and agree that said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably have, hold and enjoy the said premises for the term aforesaid.

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

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

By THE CITY OF SAN DIEGO.  
Don M. Stewart  
Fred A. Heilbron  
Harry K. Weitzel  
Jno. A. Held,  
Virgilio Bruschi.  
Members of the Common Council.

Wm. W. Bailes,  
Lessee.

I hereby approve the form of the foregoing Lease, this 6th day of December, 1919.

By T. B. COSGROVE, City Attorney,  
Arthur F. H. Wright, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE to WILLIAM W. BAILES of Pueblo Lot 1329, being Document No. 125684.

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

By Y. A. Jacques Deputy.

RENEWAL OF LEASE

LESSOR The City of San Diego (an incorporated city of the State of California)  
CONTRACTING OFFICER G. F. Woods, Chief, Real Estate Service, W. D.  
PREMISES Municipal Pier, San Diego, California.  
OCCUPIED BY U. S. Government As Wharf.  
RENTAL PER MONTH \$70.00 APPROPRIATION Gen'l Appn. Q.M.C., Item #75 F.Y.1920  
DATE OF RENEWAL July 1, 1919. DATE EFFECTIVE July 1, 1919. DATE EXPIRES June 30, 1920.  
THE AUTHORITY FOR THIS LEASE IS Par. 1 C.O. 34 W.D. June 7, 1915.

THESE ARTICLES OF AGREEMENT, Entered into this 1st day of July, 1919, between G. F. Woods, Chief Real Estate Service W. D., 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 San Diego, in the County of San Diego, and State of California (hereinafter designated as lessor), of the second part, WITNESSETH, that:

WHEREAS by certain articles of agreement dated 29th day of June, 1918, the lessor did lease, demise and let unto the United States of America certain premises situate in the City of San Diego, County of San Diego, and State of California, to-wit:

A space of about one hundred and ten (110) feet at north side of dock known as the Municipal Pier, and situated at the foot of Broadway, of the City of San Diego, California, and a space of about sixty (60) feet at a float at north side of said Municipal Pier; these spaces to be used for docking, wharfage, and berths of steamer "Lieut. Geo. M. Harris" and 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 (15) feet by fifteen (15) feet, situated in the north east corner of the warehouse on the Municipal Pier shall be set aside for the ex-

clusive use of the United States, for a term beginning July 1, 1918, and expiring June 30, 1919, which said agreement in paragraph 9 thereof provided that at the option of the lessee, said lease, with all its covenants and agreements, might be renewed yearly as often as the needs of the public service might require, and

WHEREAS the needs of the public service require that said lease be renewed.

THEREFORE said parties do hereby mutually covenant and agree to renew and extend said lease with all its covenants and agreements, and by these presents do hereby renew and extend the same for a further term beginning on the date of the expiration of said lease and terminating on the 30th day of June, 1920, upon the same terms, and with the same covenants and conditions as set forth in said lease hereby renewed, so far as applicable, the rent reserved hereunder being payable as follows: At the rate of Seventy (\$70.00) dollars per month.

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 its own use, and that there are no public buildings, quarters, or grounds 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.

The words "U.S. Army" line 2, page 1, deleted before execution.

Witnesses:

Andrew Joyce  
1st. Lt. J. A.

as to G. F. Woods,  
Chief, Real Estate Service, W. D.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

City of San Diego  
as to By Rufus Choate  
M. V. Moriarty  
Harbor Commission, City of San Diego, California.

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,

G. F. Woods,  
Chief, Real Estate Service, W. D.

I hereby approve the form of the foregoing Renewal of Lease, this 29th day of September, 1919.

T. B. Cosgrove, City Attorney  
By Arthur F. H. Wright, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE to UNITED STATES OF AMERICA of BERTH SPACE AT MUNICIPAL PIER, being Document No. 122843.

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

By ya Jacques Deputy.

### L E A S E.

THIS INDENTURE, made this 22nd day of December, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, acting by and through a majority of the members of the Common Council of said City, under and by virtue of the authority conferred by Ordinance No. 7857 of the Ordinances of The City of San Diego, authorizing the execution of this lease, and G. H. LEWIS, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described property situated in The City of San Diego, County of San Diego, State of California, more particularly described as follows:

All of Pueblo Lot Twelve Hundred and Forty (1240) of the Pueblo Lands of The City of San Diego, according to the map made by James Pascoe in 1870, now owned by said City.

For the term of one year commencing September 11th, 1919, at a yearly rental of thirty Dollars (\$30.00), payable annually in advance.

And said Lessee does hereby covenant, promise and agree to pay said City the said rent in the manner hereinabove provided, and to perform the covenants herein contained, and 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 thereof will permit.

Said Lessee further covenants and promises and agrees to use and maintain said property for grazing and pasturage purposes only; provided, that if said premises are used for any purpose other than those herein specified, or in case said rental is not paid as herein provided, said City may terminate this lease.

And said City does hereby covenant, promise and agree that said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably have, hold and enjoy the said premises for the term aforesaid.

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

THE CITY OF SAN DIEGO.  
By Don M. Stewart,  
Fred A. Heilbron  
Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

G. H. Lewis  
Lessee.

I hereby approve the form of the foregoing Lease, this 10th day of October, 1919.

T. B. COSGROVE, City Attorney.  
By Arthur F. H. Wright,  
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of P. L. 1240 to G. H. LEWIS, being Document No. 124714.

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

By ya Jacques Deputy.

## CONTRACT FOR PROFESSIONAL SERVICE.

THIS AGREEMENT, made and entered into at San Diego, California, this 15th day of December, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, acting by and through its Common Council, hereinafter sometimes referred to as "City," and HUNSAKER, BRITT & COSGROVE, of Los Angeles, California, a co-partnership engaged in the general practice of law, and consisting of Wm. J. Hunsaker, E. W. Britt, T. B. Cosgrove, W. E. Mitchell and Daniel M. Hunsaker, and hereinafter sometimes referred to as "Attorneys," WITNESSETH:

WHEREAS, the Freeholders' Charter of said City provides in Section 2, Chapter V, Article III thereof, in part, as follows:

"Sec. 2. It shall be the duty of the City Attorney to prosecute, in behalf of the people, all criminal cases arising upon violations of the provisions of this charter and city ordinances, and to attend to all suits, matters, and things in which the city may be legally interested; provided, that the Common Council shall have control of all litigation of the city, and may employ other attorneys to take charge of any such litigation, or to assist the City Attorney therein.

oooo"

(Statutes of 1889, page 664.)

and in subdivision 40 of Section 1, Chapter II, Article II as follows:

"Section 1. Subject to the provisions, limitations, and restrictions in this charter contained, the Common Council shall have power to pass ordinances: . . .

"40. To allow and order paid out of the General Fund such sums, not to exceed five thousand dollars in any one fiscal year, as may be deemed necessary for the employment of special counsel."

(Statutes of 1889, page 654.)

AND WHEREAS, there are now pending in the Superior Court of the State of California, in and for the County of San Bernardino, certain actions, approximately seventy in number, wherein said The City of San Diego appears as defendant, the complaint in each of said actions being predicated upon the failure of the Lower Otay Dam in San Diego County in January, 1916; and

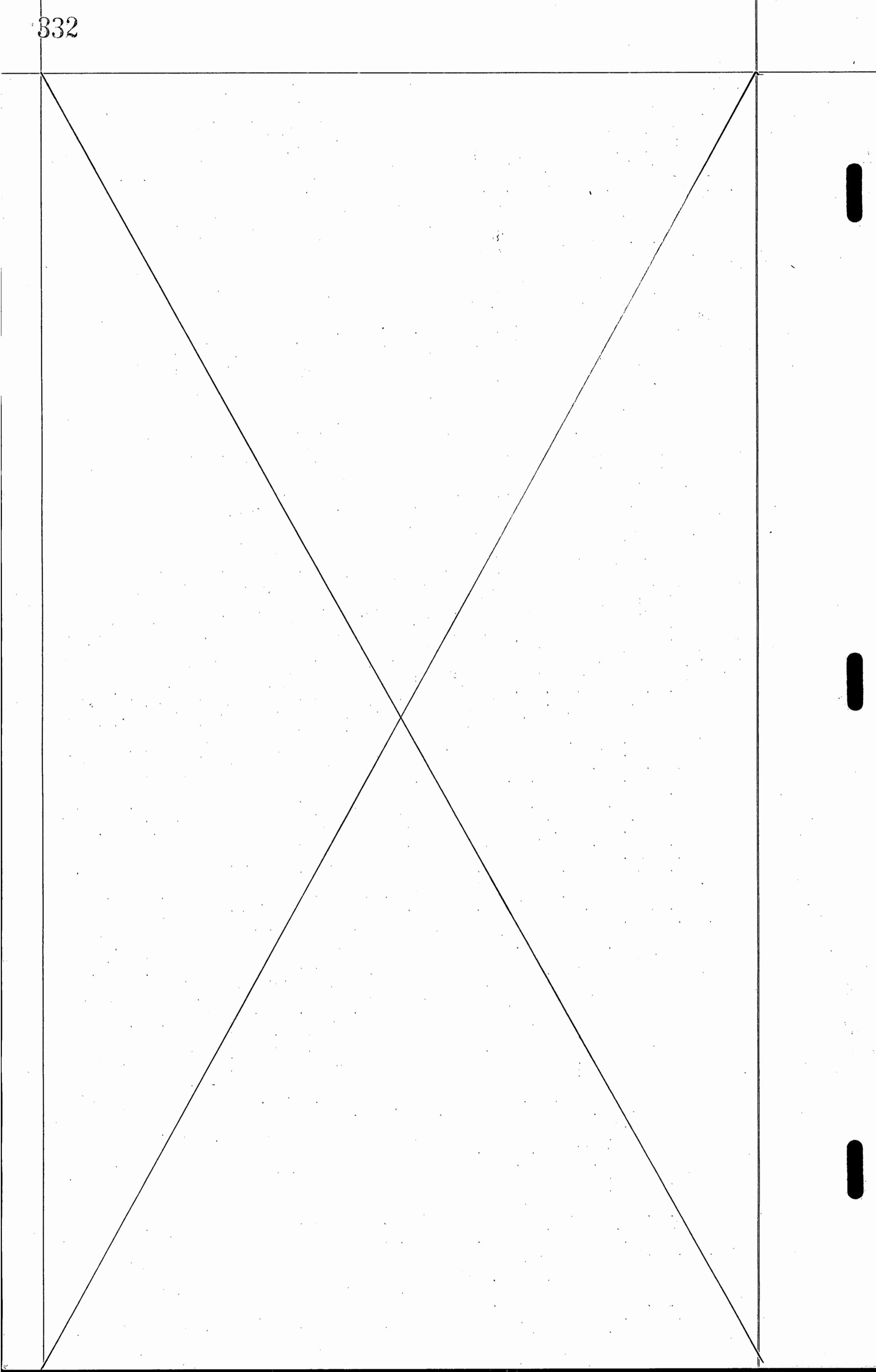
WHEREAS, it is the desire of said City to employ said attorneys to assist the City Attorney of said City in the defense of said actions; and

WHEREAS, said attorneys have accepted such employment on the terms hereinafter stated;

NOW, THEREFORE, in consideration of the covenants, agreements and undertakings herein set forth, mutually undertaken and agreed upon, and the faithful performance of them, and each of them, by the respective parties, according to their true intent and meaning, the parties hereto covenant, agree and undertake as follows:

First: The City of San Diego herein and hereby nominates, appoints and employs said Hunsaker, Britt & Cosgrove, a co-partnership, as its attorneys, for the purpose of appearing, and hereby authorizes said attorneys to appear in any court of this state upon behalf of, and in the name of, said City, and to assist the City Attorney of said City in the defense of those certain actions now pending in the Superior Court of the State of California, in and for the County of San Bernardino, wherein said City is party defendant, which said actions are entitled as follows:

- C. A. Babcock, Jr. vs. The City of San Diego, a municipal corporation, No. 16673.
- John F. Hallam vs. The City of San Diego, a municipal corporation, No. 16707.
- Marcus Schoenbrun vs. The City of San Diego, a municipal corporation, No. 16708.
- Eugene H. Keppler and Margarethe Keppler vs. The City of San Diego, a municipal corporation, No. 16709.
- James S. O'Neill and Desiree O'Neill vs. The City of San Diego, a municipal corporation, No. 16710.
- Helen C. Ames and C. A. Babcock vs. The City of San Diego, a municipal corporation, No. 16711.
- Charles H. Loper vs. The City of San Diego, a municipal corporation, No. 16712.
- Fred H. Kelley vs. The City of San Diego, a municipal corporation, No. 16713.
- Helen C. Ames vs. The City of San Diego, a municipal corporation, No. 16714.
- S. Ogino, T. Fukami and D. Ogino vs. The City of San Diego, a municipal corporation, No. 16715.
- S. Imaura and K. Sasaki vs. The City of San Diego, a municipal corporation, No. 16716.
- John Rhodeos vs. The City of San Diego, a municipal corporation, No. 16717.
- G. Hosaka, S. Nogawa and G. Noda vs. The City of San Diego, a municipal corporation, No. 16718.
- Roderick Walker Paul vs. The City of San Diego, a municipal corporation, No. 16719.
- Charles D. Miller, vs. The City of San Diego, a municipal corporation, No. 16720.
- Hamilton Gay Howard vs. The City of San Diego, a municipal corporation, No. 16721.
- Emanuel Daneri vs. The City of San Diego, a municipal corporation, No. 16722.
- Johnathan Fultz Lindemood, the duly appointed, qualified and acting administrator of the estate of Martha Luellen Lindemood, deceased, and Johnathan Fultz Lindemood vs. the City of San Diego, a municipal corporation, No. 16723.
- Claudio Gonzales vs. The City of San Diego, a municipal corporation, No. 16724.
- Mary Clark vs. The City of San Diego, a municipal corporation, No. 16725.
- Henry Arthur Ackenbach vs. The City of San Diego, a municipal corporation, No. 16726.
- John Mosto vs. The City of San Diego, a municipal corporation, No. 16727.
- Frank Hahn vs. The City of San Diego, a municipal corporation, No. 16728.
- Emanuel Daneri, Gerolomo Mosto and John Mosto, Administrator for the estate of Guiseppe Mosto, deceased, vs. The City of San Diego, No. 16729.
- Arlington M. Banks and Howard F. Banks, vs. The City of San Diego, a municipal corporation, No. 16730.
- Leander B. Ladaroot, Richard Ladaroot and George Ladaroot vs. The City of San Diego, a municipal corporation, No. 16731.
- Arlington M. Banks vs. The City of San Diego, a municipal corporation, No. 16732.
- Rebecca C. Howard vs. The City of San Diego, a municipal corporation, No. 16733.
- William J. Ford vs. The City of San Diego, a municipal corporation, No. 16734.
- Robert T. Vaughan vs. The City of San Diego, a municipal corporation, No. 16735.
- G. L. Clark vs. The City of San Diego, a municipal corporation, No. 16736.
- Louise M. Todd vs. The City of San Diego, a municipal corporation, No. 16737.
- James J. Johns and Laura C. Johns vs. The City of San Diego, a municipal corporation, No. 16738.
- John Seymour and Mamie Seymour, husband and wife, vs. The City of San Diego, a municipal corporation, No. 16739.
- Ilah Hulet vs. The City of San Diego, a municipal corporation, No. 16740.
- E. T. Morris and Grace E. Morris vs. The City of San Diego, a municipal corporation, No. 16741.
- Charles E. Moore vs. The City of San Diego, a municipal corporation, No. 16743.



George Banakas vs. The City of San Diego, a municipal corporation, No. 16743.  
 William Henry Lindemood vs. The City of San Diego, a municipal corporation, No. 16744.  
 Mary H. James vs. The City of San Diego, a municipal corporation, No. 16745.  
 Howard F. Banks vs. The City of San Diego, a municipal corporation, No. 16746.  
 Eliza A. Praul vs. The City of San Diego, a municipal corporation, No. 16747.  
 Eliza A. Praul, the duly appointed, qualified and acting administratrix of the estate of Gilbert L. Praul, deceased, vs. The City of San Diego, a municipal corporation, No. 16748.  
 Adrien E. Hulbert vs. The City of San Diego, a municipal corporation, No. 16749.  
 Laurence Robert Hulbert vs. The City of San Diego, a municipal corporation, No. 16750.  
 Eliza A. Praul, the duly appointed, qualified and acting administratrix of the estate of Gilbert L. Praul, deceased, vs. The City of San Diego, a municipal corporation, No. 16751.  
 Ruben Vance Clark vs. The City of San Diego, a municipal corporation, No. 16752.  
 Matt Karrells vs. The City of San Diego, a municipal corporation, No. 16755.  
 Emma Thompson vs. The City of San Diego, a municipal corporation, No. 16756.  
 California State Land Company, a corporation, vs. The City of San Diego, a municipal corporation, No. 16757.  
 H. J. Wrape vs. The City of San Diego, a municipal corporation, No. 16758.  
 M. Acenith Malone vs. The City of San Diego, a municipal corporation, No. 16759.  
 John W. Dunn vs. The City of San Diego, a municipal corporation, No. 16760.  
 Charles Abill Mead vs. The City of San Diego, a municipal corporation, No. 16761.  
 Elmer E. Ellsworth Bailey vs. The City of San Diego, a municipal corporation, No. 16762.  
 Charles W. Schaeffer vs. The City of San Diego, a municipal corporation, No. 16763.  
 Samuel Peden vs. The City of San Diego, a municipal corporation, No. 16764.  
 William E. Spicer vs. The City of San Diego, a municipal corporation, No. 16765.  
 C. F. Chillson vs. The City of San Diego, a municipal corporation, No. 16766.  
 Theodore Seeley and Mabel R. Seeley vs. The City of San Diego, a municipal corporation, No. 16767.  
 Magnesia Products Company, a corporation vs. The City of San Diego, a municipal corporation, No. 16768.

Second: Said City hereby undertakes and agrees to pay said Hunsaker, Britt & Cosgrove, upon the execution of this contract, as a retainer in said actions, the sum of twenty-five hundred dollars (\$2500.00) out of the General Fund of said City for the year 1919. Said City further undertakes and agrees to pay said attorneys, in addition to said sum of twenty-five hundred dollars (\$2500.00), a further sum of one hundred dollars (\$100.00) per day for each and every day, or part thereof, said firm, or any member thereof, shall be actually engaged, subsequent to the commencement of the trial of any of said actions, in work or service directly connected with the trial of any such action; provided, however, that in any event the liability of The City of San Diego under this contract shall not exceed the sum of five thousand dollars (\$5000.00) in any one fiscal year, although, and notwithstanding the fact that, said firm of Hunsaker, Britt & Cosgrove may be actually engaged in the defense of any of the cases mentioned in this contract for more than fifty (50) days in any one such fiscal year. It is understood and agreed that said payment of one hundred dollars (\$100.00) per day in this paragraph provided for is intended to and shall apply to time and services actually expended by said attorneys subsequent to the commencement of the trial of any such action, in conference with witnesses, in the review of testimony, in exploration work in the field, in attendance upon the trial court, in the preparation and presentation of matters upon appeal, or in any other work or services necessitated by a proper presentation, in either a trial court or a court of review, of the defense in such action.

Third: Hunsaker, Britt & Cosgrove accept such employment, and undertake and agree to appear upon behalf of and in the name of said City, and to assist the City Attorney of said City in the preparation and presentation in court of all matters connected with the defense of any or all of said actions hereinbefore in paragraph First mentioned, either in a trial court or upon appeal in a court of review.

Fourth: The City of San Diego undertakes and agrees to furnish, or cause to be furnished, all sums of money necessary or proper to pay the costs and expenses for carrying on and conducting the defense in behalf of said City of the aforesaid actions, both in the trial courts and in courts of review of the State of California, and in no event shall the said attorneys be required to furnish, or become liable for, any costs or expenses in connection with the defense of said actions or for any legal proceedings taken in connection therewith. Said City agrees also to pay any necessary traveling expense, including hotel expense, incurred by said attorneys in the preparation or presentation of the defense of said actions on behalf of said City.

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 attorneys have hereunto subscribed their names the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

By THE CITY OF SAN DIEGO  
 Don M. Stewart  
 Fred A. Heilbron  
 Harry K. Weitzel  
 Jno. A. Hald  
 Virgilio Bruschi  
 Members of the Common Council

Hunsaker, Britt & Cosgrove  
 By T. B. Cosgrove

I hereby approve the form of the foregoing Contract this 10th day of December, 1919.  
 S. J. Higgins,  
 City Attorney of The City of San Diego, California.

STATE OF CALIFORNIA, )  
 ) SS.

COUNTY OF SAN DIEGO)

On this 17th day of December, in the year one thousand nine hundred and nineteen, before me, Shelley J. Higgins, a Notary Public in and for said County, personally appeared Don M. Stewart, Fred A. Heilbron, Harry K. Weitzel, Jno. A. Hald and Virgilio Bruschi, known to me to be the Members of the Common Council of The City of San Diego, the municipal corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the municipal corporation within named, and acknowledged to me that such municipal corporation executed the same.

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

(SEAL)

Shelley J. Higgins  
Notary Public in and for the County of San Diego,  
State of California.

STATE OF CALIFORNIA, )  
COUNTY OF LOS ANGELES.)

On this 20th day of December, in the year one thousand nine hundred and nineteen, before me, Pearl Cunningham, a Notary Public in and for said County, personally appeared T. B. COSGROVE, known to me to be a member of the copartnership of Hunsaker, Britt & Cosgrove, and personally known to me to be the person who executed the within instrument on behalf of said copartnership within named, and acknowledged to me that said copartnership executed the same.

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

(SEAL)

Pearl Cunningham,  
Notary Public in and for the County of Los Angeles,  
State of California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with HUNSAKER, BRITT & COSGROVE as ATTORNEYS IN DEFENSE OF OTAY DAM CASES, being Document No. 125723.

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 THE 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 CASUALTY & SURETY COMPANY, a corporation duly organized and existing under the laws of the State of Connecticut and duly authorized by the laws of the State of California, to act as surety on bonds and undertakings, as SURETY, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE THOUSAND DOLLARS (\$5000.00) lawful money of the United States of America, to be paid to the 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, sealed and dated this 29th day of December, 1919.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, THAT WHEREAS, the said principal has entered into the annexed contract with the City of San Diego to construct a certain power line from pole number 71583 of its present power line located near the Jamacha post office in said County of San Diego to a point to be selected by said San Diego Consolidated Gas & Electric Company, and not more than five hundred (500) feet distant from the site of the dam now being constructed and erected by said City at that certain damsite in the County of San Diego, commonly known and described as the "Barrett Damsite", all as more particularly and in detail set forth in the contract annexed hereto, which said contract is dated the 24th day of November, 1919; said contract, together with the exhibits attached thereto comprising eight (8) sheets, and reference is hereby made to such contract and to the exhibits attached thereto for a more particular description of the terms of said contract and the work to be done thereunder.

NOW, THEREFORE, IF THE SAID PRINCIPAL shall faithfully perform the said contract, then the above obligation is to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the San Diego Consolidated Gas & Electric Company has caused these presents to be executed in its corporate name by its President and attested by its Secretary and its corporate seal to be hereunto affixed; and the said surety has caused these presents to be executed in its corporate name and its seal to be hereunto attached by its proper officers thereunto duly authorized, the day and year first herein above written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:

M. B. Fowler,  
Secretary

By H. H. Jones, President.

PRINCIPAL.

AETNA CASUALTY & SURETY COMPANY,

By Frank A. Salmons,  
Resident Vice-President.

ATTEST:

Dempster McKee

Resident Assistant Secretary.

SURETY.

I hereby approve the form of the within Bond, this 30th day of December, 1919.

S. J. Higgins,  
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, this Dec. 31, 1919.

(SEAL) ATTEST:

Allen H. Wright, City Clerk  
By Hugh A. Sanders Deputy

Virgilio Bruschi  
Fred A. Heilbron  
Harry K. Weitzel  
Jno. A. Held  
Members of the Common Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of BOND of SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY for Furnishing Power Line to Barrett Dam, being Document No. 126223.

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

By Y. A. Jacques Deputy.

THIS AGREEMENT made and entered into this 24th day of November, 1919 by and between the SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California and having its principal place of business in the City of San Diego in said State and hereinafter for convenience sometimes referred to as "the company" or "said company" as party of the first part and the CITY OF SAN DIEGO in the State of California a municipal corporation organized and acting under a free holder's charter acting by and through its Common Council and hereinafter for

convenience sometimes called "the city" or "said city" as party of the second part;  
WITNESSETH:

That for and in consideration of the mutual covenants and agreements and payments hereinafter provided to be made the parties hereto hereby agree as follows, to-wit:

1.

The Company agrees to construct with all reasonable diligence an 11,000 volt, 3 phase, power line from pole #71583 of its present power line located near the Jamacha Post Office in said County of San Diego to a point to be selected by said Company and not more than five-hundred feet distant from the site of the dam now being constructed and erected by said City at that certain dam site in the County of San Diego commonly known and described as Barrett Dam Site. Said point being approximately the point shown and marked "Electrical energy transformer station" on the blueprint hereto attached entitled "City of San Diego, California, Barrett Dam Construction Plant No. S-146" and which said blueprint is marked "Exhibit A" and made a part hereof. Said line to be built along the most feasible route and approximately according to the sketch hereto attached and marked "Exhibit B" and made a part hereof. The work of constructing said power line to be commenced within three days from the date of this agreement and to be completed and ready for use as soon as the same can with reasonable diligence be completed. The Company to procure its own rights of way and to furnish all labor, material, transportation and other expenses in connection with the construction of said power line. The Company shall set at the termination of the said power line as hereinbefore described an 11,000 volt primary to 440 volt secondary, 3 phase, 60 cycle transformer station of a size suitable to furnish the energy required for said construction of said Barrett Dam.

11.

The pole line so constructed shall at all times be and remain the property of the Company and the Company for and in consideration of the payments to be made as hereinafter provided does hereby lease, demise and let unto said city the said power line for the purpose of transmitting and carrying over the same the electric power used by said city in the construction of the said dam. The term of said lease to commence immediately upon the completion of the construction of said power line and to continue during all the period of the construction of said Barrett Dam and to terminate upon the completion of such construction. For and in consideration of the said lease the said city hereby agrees to pay to the company as rental for said power line monthly in advance on or before the 15th day of each and every month commencing at the date of the completion of the construction of said power line and continuing each and every month thereafter until said Barrett Dam shall have been completed by said city, the following sum, to-wit:

The sum of Four hundred thirty & no/100 Dollars (\$430.00) per month, provided however that in the event that the Company shall elect to serve any other consumers along said power line during the period covered by the lease of said power line to the city then and in that event the said sum of Four-hundred thirty & no/100 Dollars (\$430.00) per month hereinbefore provided to be paid as rent for said power line shall be diminished in the proportion that the total cost of said power line per mile up to the point where the last consumer (except the said City of San Diego) so served by said Company bears to the total cost of the said power line. Such deduction, however, only to apply from and after the date when such other consumer or consumers than the City of San Diego are so connected with and served by said power line.

111.

It is further agreed by and between the parties hereto that after the completion by the city of the work of constructing the said Barrett Dam the company shall have the option of either taking down and removing the said power line, or, of allowing said power line to remain and become a permanent line of the company.

IV.

In the event that the Company shall decide to remove said power line or any part or portion thereof as hereinbefore provided, then upon the completion of such removal the said city shall immediately pay to the Company, in addition to the sums hereinbefore provided to be paid as rental for said line, the sum of \$27,500.00 or in the event only a part or portion of said power line shall be removed by said Company then the City shall pay to the Company the proportion of said sum of \$27,500.00 that the part or portion of said power line so removed bears in length to the whole of said power line. In the event that the Company shall decide not to remove said line or any part or portion thereof but to allow the same to become one of its permanent lines then and in that event the city shall not be liable for or be compelled to pay any other sums in connection with the construction of said line than the sums hereinbefore provided to be paid as rental.

V.

The Company reserves the right to serve any other consumer whom it may desire to serve along the said power line but in the event it shall so serve any other consumer or consumers it shall set an 11,000 volt metering station at a point beyond the last consumer the company may serve from this line (the City of San Diego excepted) which meter shall measure all electrical energy furnished the city over the said above described power line. The city shall purchase all electric energy at the point where this meter is set and the electric energy so furnished shall be measured by the said 11,000 volt meter station which said meter it is understood shall measure all line and transformer losses beyond the point of said meter station and which said line and transformer losses shall be paid for by said city.

VI.

It is further understood and agreed by the parties hereto that the company shall render the city monthly statements showing the amount of electric energy used by the City over the said power line and the said City shall pay and hereby agrees to pay for such energy and service at rates in accordance with the rates, rules and regulations of the company as filed with the Railroad Commission of the State of California for the character of service rendered over said power line. The present rate schedule which shall apply to this service shall be electric rate schedule No.5 for power service, a copy of which said rate schedule is hereto attached marked "Exhibit C" and hereby made a part of this contract.

VII.

It is hereby further agreed by the parties hereto that the Company shall at all times maintain and keep the said above described power line and all apparatus furnished in connection therewith in good operating condition and that the Company shall not be liable for any claims or damages resulting to said city from any failure on its part to furnish electrical energy over said power line for the operations of said city in the construction of said Barrett Dam when such failure shall be due to any break in any power line or to any strike, riot, fire or break-down, of machinery at its power house in the City of San Diego or any other act or accident over which the Company has no control, but the Company agrees that upon the happening of any such act or accident temporarily disabling it from furnishing electrical energy to the city over said power line it will proceed with all reasonable diligence to remedy the same and resume the furnishing of electrical energy over said power line as soon as the same can be done with such reasonable diligence.

VIII.

The City hereby agrees to abide by and comply with the rules and regulations of the

Company as are on file with the Railroad Commission of the State of California.

## IX.

This contract shall at all times be subject to such changes and modifications by the Railroad Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction. The rates charged for the electric energy agreed to be furnished herein are at all times subject to changes and modifications by the Railroad Commission of the State of California. Should any such changes or modifications be made by said Railroad Commission during the term of this agreement then the city shall pay for such energy so furnished at the rates fixed by said Railroad Commission.

## X.

The amount due the Company for electrical energy furnished as shown by the monthly statements to be rendered by the Company as hereinbefore provided shall be paid by said City immediately following the presentation of such statement which statement shall be in the form and said payments shall be made in the manner provided for by the free holder's charter of said City.

## XI.

The Company hereby agrees to furnish subject to the terms and conditions of this contract electrical energy at the end of the power line above described and that the service to be furnished by it over the said power line shall be reasonably satisfactory for the purposes for which said power is to be used; to-wit for the construction of the said Barrett Dam by said City. Said City hereby agrees to purchase from the Company electrical energy for all power purposes in connection with the construction of said Barrett Dam.

## XII.

This contract shall bind and inure to the benefit of both parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the company has caused this agreement to be executed in its corporate name by its president and attested by its Secretary and its corporate seal to be hereunto affixed and the city pursuant to a resolution of its Common Council duly and regularly adopted has caused this agreement to be executed in its corporate name by its mayor and Common Council attested by its city clerk and the seal of the city to be hereunto affixed the day and year first above written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.  
By H. H. Jones,  
President

(SEAL) ATTEST:

M. B. Fowler  
Secretary

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

By CITY OF SAN DIEGO,  
Virgilio Bruschi  
Don M. Stewart  
Fred A. Heilbron  
Jno. A. Held.  
Common Council of the City of  
San Diego, California.

Water Commissions of the City of  
San Diego:  
Charles E. Sumner  
Horace B. Day  
Horace Aughe  
Attest: Luril Palmer  
Secretary

The foregoing contract is hereby approved as to form this 10th day of December, 1919.  
S. J. Higgins,  
City Attorney.

## EXHIBIT "C"

Electric Schedule No. 5.  
GENERAL POWER SERVICE.

Effective on all meter readings after May 1, 1919.

Applicable throughout the Entire Territory Served.

Applicable to all alternating current energy furnished either three phase or single phase at 220 volts, 440 volts or 2,200 volts, 60 cycle frequency.

Rate per Kw-Hr.

		For connected Loads or Maximum Demands of					
Monthly	1 h.p.	5 h.p.	10 h.p.	25 h.p.	50 h.p.	100 h.p.	
Consumption per	to	to	to	to	to	and	
Horsepower	4 h.p.	9 h.p.	24 h.p.	49 h.p.	99 h.p.	over	
First 50 Kw-Hr.	6¢	5¢	4¢	3¢	2.5¢	2.25¢	
Next 100 Kw-Hr.	3¢	2.75¢	2.5¢	2.25¢	2¢	1.75¢	
All over 150 Kw-Hr.	2¢	1.75¢	1.5¢	1.5¢	1.25¢	1¢	

Minimum charge \$1.00 per month per horsepower of connected load or maximum demand, but not less than \$1.00 per month. Three phase motors not less than \$5.00 per month.

Any installation may obtain the rates for the larger size installation by guaranteeing the rates and minimum charge of said larger installation.

Rate on maximum demand basis is only applicable where two or more motors are installed.

The maximum demand as herein referred to is the highest average load in horsepower determined for a period of fifteen minutes during the month or the eleven months immediately preceding.

Where consumer takes service on the basis of maximum demand rather than connected load, an additional service charge to cover maintenance and fixed charges upon maximum demand meter of \$7.50 per year, payable in advance, will be made.

The following surcharge is made on the above rate:

2 mills per Kw-Hr. on the first 5000 Kw-Hr. per month

1 mill per Kw-Hr. on all over 5000 Kw-Hr. per month

These rates shall at all times be subject to such change or modifications by the Railroad Commission of California as said commission may, from time to time, direct in the exercise of its jurisdiction.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY for constructing power line and furnishing electrical energy at Barrett Damsite, being Document No. 125974.

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 12th day of January, 1920, 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, State of California, 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;

The Southeast eighty (80) acres of Pueblo Lot 1355, 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, bounded and described as follows:

Beginning at the southeast corner of Pueblo Lot 1356, thence northwesterly along the northeasterly line of Pueblo Lot 1356 a distance of 2100 feet to a point; thence northeasterly at right angles to the northeasterly line of Pueblo Lot 1356 to an intersection with the City boundary line; thence southeasterly along the City Boundary line to an intersection with the northerly line of Pueblo Lot 1353 produced northeasterly; thence southwesterly along the northeasterly production of the northerly line of Pueblo Lot 1353 and along the northerly line of Pueblo Lot 1353 to the point or place of beginning; containing eighty (80) acres more or less.

For a period of time extending from the 1st day of January, 1920, to the 31st day of December, 1920, inclusive, 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 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 hereunto set their hands, and the said Lessee herein has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By Fred A. Heilbron,  
Don M. Stewart,  
Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

E. T. Lockyer.

I hereby approve of the form of the within Lease, this 10th day of December, 1919.

S. J. Higgins, City Attorney.

By Arthur F. H. Wright, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF PUEBLO LOT 1355 to E. T. LOCKYER, being Document No. 125713.

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 16th day of January, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of The City of San Diego, hereinafter referred to as the City, and H. S. HAYNES and S. R. SIEBERT, hereinafter designated as the Lessees, WITNESSETH:

That the 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 are more particularly described as follows, to-wit:

Lot Eight (8) in Block Five (5), Municipal Tide Lands Subdivision Tract No. One (1), according to the Map thereof filed in the office of the City Clerk, May 18th, 1916, being Document No. 100007.

To have and to hold the said premises and each and every parcel thereof unto the said Lessees over a term of years to and including the 31st day of January, 1925, at a rental of Five Dollars (\$5.00) per month 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 or Harbor Commission of said City, may designate. The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City to change or increase said rental at any time is hereby expressly reserved to the said City; and the said Lessees in accepting this lease acknowledge the right of said Common Council, said Harbor Commission and said City to readjust and increase the

rental of said premises at any time as hereinabove provided.

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 nor 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 Harbor Commission of said City, and the people of said City hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, upon the payment to said Lessees of reasonable compensation for damages occasioned by 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 thereon of buildings and structures necessary or convenient for the operation of a Machine Shop. All buildings and other structures so constructed to be in accordance with the ordinances of The City of San Diego.

It is further specifically agreed and covenanted that the Lessees herein named shall, within 30 days from and after the execution of this lease, commence the construction and erection of certain buildings and structures, and shall, within 90 days thereafter expend in the construction and erection and improvements the sum of Ten (\$10.00) Dollars.

That the said Lessees 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 on 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 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 that 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 further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said 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 City to take possession of said premises immediately upon the neglect or refusal of said Lessees to comply with the terms and conditions hereinbefore mentioned.

(6) It is further stipulated and agreed that this lease is made upon the express condition that the said Lessees will make such provisions for the disposal of surface storm waters emptying into the Bay of San Diego, at any point where said described tide lands would be reclaimed by the Lessee of said tidelands, as may be required of them by the Harbor Commission of The City of San Diego. It is further understood and agreed that the cost of making such provisions for the disposal of such storm waters shall be borne wholly by the said Lessees.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto set their hands as and for the act of said City, and the said Lessees have caused their names to be subscribed hereto the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

THE CITY OF SAN DIEGO.  
By Rufus Choate  
M. V. Moriarty  
Members of the Harbor Commission  
of The City of San Diego.  
Lessor.

H. S. Haynes  
and  
S. R. Siebert  
Lessees.

I hereby approve the form of the foregoing Lease, this 6th day of January, 1920.

S. J. Higgins, City Attorney,

By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to HAYNES & SEIBERT, being Document No. 126776.

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

By Y. A. Jacques Deputy.

THIS AGREEMENT, made and entered into this 31st day of December, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through a majority of the members of the Common Council of said City hereunto duly authorized, and THOMAS CARSTENS, CHARLES H. BEAUCHAMP, and THEODORE CARSTENS, a co-partnership, doing business under the firm name and style of GEORGE A. BINNEY & COMPANY, WITNESSETH:

THAT WHEREAS, on the 7th day of November, 1917, the City of San Diego entered into a contract with George A. Binney & Company, which said George A. Binney & Company on the said 7th day of November, 1917, was a co-partnership composed of George A. Binney, Charles H. Beauchamp and Theodore Carstens, wherein and whereby, for and in consideration of the covenants and agreements contained in said contract to be performed on the part of the said George A. Binney & Company, a co-partnership, and the said sums of money designated in said contract to be paid to said City by said George A. Binney & Company, a co-partnership, said City of San Diego agreed and covenanted to issue to the said George A. Binney & Company, a co-partnership, exclusive license and right to collect all refuse and garbage in the said City of San Diego, in accordance with the provisions of Ordinance #5265 of the Ordinances of the City of San Diego, from the 12th day of November, 1917, to the 1st day of December, 1920;

AND WHEREAS, since the execution of said contract, as aforesaid, Thomas Carstens has succeeded to and become possessed of all the right, title and interest of the said George A. Binney in and to said contract with the City of San Diego, and in and to the co-partnership known as George A. Binney & Company, and the said George A. Binney & Company is now a co-partnership composed of Thomas Carstens, Charles H. Beauchamp, and Theodore Carstens;

AND WHEREAS, on the 8th day of April, 1919, the people of the City of San Diego, by a majority vote of the electors of said City, voting at a general election held in said City, adopted an Ordinance of the City of San Diego, entitled, "An Ordinance to protect the health of the inhabitants of the City of San Diego, California, by providing for the collection and disposal, in a sanitary manner, of City refuse and other waste matter in said City of San Diego", wherein and whereby the electors of said City provided for the free municipal collection of garbage and repealed the provisions of said Ordinance #5265 of the Ordinances of the City of San Diego;

AND WHEREAS, by reason of the terms and provisions of said People's Ordinance hereinabove described, the City of San Diego is charged with the duty of collecting City refuse and garbage in the City of San Diego, free of charge;

AND WHEREAS, on the 24th day of June, 1919, said George A. Binney & Company, a co-partnership, filed with the Common Council of the City of San Diego, a claim against said City of San Diego in the sum of Twenty-seven Thousand Dollars (\$27,000.00), alleging in said claim that the City of San Diego had broken the terms and provisions of said contract hereinbefore mentioned, and by reason of said breach, said George A. Binney & Company had suffered damages in the sum of Twenty Seven Thousand Dollars (\$27,000.00);

AND WHEREAS, the Common Council of the City of San Diego is desirous of compromising said claim by entering into a contract with said George A. Binney & Company, a co-partnership, wherein and whereby said City of San Diego will furnish and provide to said George A. Binney & Company, a co-partnership, all swill, market refuse and City garbage collected by said City under and pursuant to the terms and provisions of said People's Ordinance hereinabove described;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein-after contained, to be kept and performed on the part of the said George A. Binney & Company, a co-partnership, hereinafter referred to as the Contractors, and the sums of money hereinafter designated to be paid by said Contractors to said City of San Diego, a municipal corporation, as aforesaid, hereinafter called the City, it is by said parties mutually agreed as follows:-

The said City hereby covenants and agrees to and with the said Contractors to sell, furnish, provide, and deliver to said Contractors, at the City Receiving Station at the Old Town Pumping Plant site, in the City of San Diego, all swill, garbage and market refuse collected by said City South of the San Diego River, under the terms and provisions of Ordinance #5051 of the Ordinances of the City of San Diego, entitled, "An Ordinance to protect the health of the inhabitants of the City of San Diego, California, by providing for the collection and disposal, in a sanitary manner, of City refuse and other waste matter in said City of San Diego", adopted by the electors of said City at an election held in said City on the 8th day of April, 1919, for the term commencing on the date of the execution hereof and ending on the 1st day of December, 1920.

The said Contractors hereby agree to pay to said City the sum of Three Dollars (\$3.00) for each and every ton of garbage or swill collected by said City from hotels, restaurants, and cafes, and furnished, provided, sold and delivered by said City to said Contractors, as hereinabove provided.

The said Contractors further agree to pay to said City the sum of One and 50/100 Dollars (\$1.50) for each and every ton of all other garbage and market refuse furnished, provided, sold, and delivered by said City of San Diego to said Contractors under the provisions hereof.

It is expressly understood and agreed by and between the parties hereto that this contract is entered into as a compromise and settlement of any claim which the said Contractors may have by reason and virtue of the provisions of that certain contract heretofore entered into by and between the said City of San Diego, and George A. Binney, Charles H. Beauchamp, and Theodore Carstens, a co-partnership doing business under the firm name and style of George A. Binney & Company, which said contract was entered into on the 7th day of November, 1917, and is on file in the office of the City Clerk of said City, as Document #112737, either as successors in interest of said co-partnership, or otherwise; and the said Contractors individually and as co-partners, for and in consideration of the covenants and agreements on the part of said City to be kept and performed, in addition to those herein expressly enumerated, have released and forever discharged, and by these presents do for themselves, their heirs, executors, administrators and assigns, release and forever discharge the said City of San Diego, its successors and assigns, of and from all actions, causes of action, suits, debts, sums of money, damages, controversies, agreements, promises, trespasses, claims and demands whatsoever, in law or in equity, arising out of that certain contract entered into by the said City of San Diego and George A. Binney, Charles H. Beauchamp and Theodore Carstens, a co-partnership doing business under the firm name and style of George A. Binney & Company, which said contract was entered into on the 7th day of November, 1917, and is on file in the office of the City Clerk of said City, as Document #112737, which against the said City the said Contractors ever had, or now have, or which said Contractors or their heirs, executors, administrators or assigns hereafter can, shall, or may have, for, upon or by reason of any matter, cause or thing whatsoever arising out of said contract from the beginning of the world to the date of these presents.

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 and seals the day and year first above written.

THE CITY OF SAN DIEGO

(SEAL) Attest: Allen H. Wright,  
City Clerk of The City of San Diego,  
California.

Virgilio Bruschi  
Fred A. Heilbron  
Harry K. Weitzel  
Jno. A. Held

Thos. Carstens  
Theo Carstens

Co-partners doing business under the name of  
George A. Binney & Company.

I hereby approve the form of the foregoing Contract, this 31st day of December, 1919.  
S. J. Higgins, City Attorney.

By C. G. Selleck, Deputy City Attorney.

STATE OF CALIFORNIA, )  
 ) SS.

COUNTY OF LOS ANGELES)

On this Twentieth day of January A. D., 1920 before me, H. H. Johnston a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Theo. Carstens, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)

H. H. Johnston,  
Notary Public in and for said County and State of  
California.

My Commission Expires March 31, 1923.

STATE OF WASHINGTON, )  
 ) SS.

COUNTY OF PIERCE. )

I, O. F. Kuhl a Notary Public in and for the State of Washington, residing at Tacoma in said County, do hereby certify that on this 13th day of January, A. D. 1920 personally appeared before me Thos. Carstens, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 13th day of January, 1920.

(SEAL)

O. F. Kuhl,  
Notary Public in and for said State, residing at  
Tacoma in said County.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT between THE CITY OF SAN DIEGO, California, and GEORGE A. BINNEY & COMPANY, re collection of garbage, being Document No. 126232.

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 CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Five hundred eighty dollars (\$580.00), 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 27th day of January, 1920.

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 described in said contract, 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 to be for the period of two (2) years from and after the 30th day of November, 1919, to-wit: to and including the 30th day of November, 1921; all as in said contract provided; which said contract is hereto attached, and by reference thereto 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 CASUALTY AND SURETY 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 27th day of January, 1920.

S. J. Higgins,  
City Attorney of The City of San Diego, California.

I hereby certify that the Common Council of The City of San Diego did by Resolution No. 25196, passed and adopted on the 21st day of January, 1920, require and fix the sum of \$580.00 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 2nd day of February, 1920, by and between the 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 said City of San Diego, all of 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 two (2) years from and after the 30th day of November, 1919, to-wit: to and including the 30th day of November, 1921.

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. 124264, 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 four hundred sixty-three and 68/100 dollars (\$463.68), 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 nineteen and 32/100 dollars (\$19.32), until said sum of \$463.68 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 one thousand eight hundred fifty-four and 72/100 dollars (\$1854.72), 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-seven and 28/100 dollars (\$77.28), until said sum of \$1854.72 shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of \$1854.72 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 \$1854.72.

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 \$463.68), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed, and its corporate seal to be hereto attached, by its 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 H. H. Jones,

President.

(SEAL) ATTEST:

M. B. Fowler,  
Secretary.

THE CITY OF SAN DIEGO.  
By Fred A. Heilbron,  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

I hereby approve the form of the foregoing contract this 2nd day of February, 1920.  
S. J. Higgins,  
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, for Loma Portal Lighting District #1, being Document No. 126897.

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, FRYE & SMITH, a co-partnership composed of FRANK A. FRYE and CHARLES A. SMITH, as principal, and Geo. A. Garrett and Harry Clerk, residents of the County of San Diego, State of California, as sureties, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three hundred five dollars (\$305.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 4th day of February, 1920.

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 fifteen hundred sixty (1560) 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. 7880 of the ordinances of said City, entitled, "An Ordinance providing for the issuance of certain city bonds," approved December 8th, 1919, 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 parties have hereunto subscribed their names, the day and year first hereinabove written.

By FRYE & SMITH  
F. A. Frye  
Chas. A. Smith  
Co-partners.

Geo. A. Garrett  
Harry Clerk  
Sureties.

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

Geo. A. Garrett and Harry Clerk 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 free-holder therein.

Geo. A. Garrett  
Harry Clerk

Subscribed and sworn to before me  
this 4th day of Feb. 1920.  
(SEAL)

Herbert A. Croghan  
Notary Public in and for the County of San Diego,  
State of California.

I hereby approve the form of the within Bond, this 4th day of February, 1920.  
S. J. Higgins

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 4th day of February, 1920.

Fred A. Heilbron,  
Don M. Stewart  
Harry K. Weitzel  
Jno. A. Held,  
Virgilio Bruschi  
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright, City Clerk.  
By Hugh A. Sanders, Deputy City Clerk

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

THIS AGREEMENT, made and entered into this 2nd day of February, A. D. 1920, 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 FRYE & SMITH, a co-partnership composed of Frank A. Frye and Charles A. Smith, of The City of San Diego, 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 the following work, to-wit:

Said contractor hereby agrees to furnish bonds and coupons, in the form prescribed by Ordinance No. 7880 of the ordinances of The City of San Diego, entitled, "An Ordinance providing for the issuance of certain city bonds," approved December 8th, 1919, together with the endorsements on the back, and such other matter as herein stipulated and provided for; and to furnish, for the use of The City of San Diego, the following described bonds, to-wit:

One thousand (1000) Barrett Dam Bonds of The City of San Diego, each of which is of the denomination of one thousand dollars;

Eighty (80) Tide Street Improvement Bonds of The City of San Diego, each of which is of the denomination of one thousand dollars;

Two hundred (200) Otay Pipe Line and Distributing System Bonds of The City of San Diego, each of which is of the denomination of one thousand dollars; and

Two hundred eighty (280) San Diego Pier Bonds of The City of San Diego, two hundred and forty (240) of which are of the denomination of one thousand dollars each, and forty (40) of which are of the denomination of two hundred and fifty dollars each;

Together with the 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. 7880, and as in this contract further provided; a true copy of said Ordinance No. 7880 being attached hereto, marked "Exhibit A," and incorporated into this contract as fully as if written herein.

All work upon said bonds, except the border, which is to be steel engraved, is to be lithographed on paper known as "Crane's Bond No. 29." The denomination of the bond must be engraved in large figures in the border at either side of the story of the bond. The amount of the principal of each bond shall be lithographed upon the face thereof in large figures running through the body of the bond, and lithographed in a color to harmonize with the border of the bond.

Each coupon shall have lithographed and 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. The name of the fund shall be lithographed in large plain capitals, and the number and amount of the coupon shall be in plain reading size. The bonds and coupons shall be lithographed on different colored paper where the issue is in two denominations.

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 said bond, in which shall appear its denomination, date and maturity.

As a further endorsement on the back of each bond there shall be lithographed 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 lithographed so that four of said endorsements shall appear upon said bond, placed as above specified.

As a further endorsement on the back of each bond, there shall be lithographed the following:

"The original opinion of John C. Thomson, Esq., of New York City, approving the procedure followed in the issuance of this bond and asserting the validity thereof, is filed for the inspection of the holder hereof with the National City Bank, New York, N.Y."

The interest coupons shall be so lithographed that one coupon of every bond shall mature on the first day of August, and one on the first day of February of each year, and said coupons shall be numbered with the coupons first maturing, and shall be lithographed 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-hand 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.

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 returned 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 same bonds properly delivered to The City of San Diego on or before the 3rd day of March, 1920.

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 Twelve hundred and nine dollars (\$1209.00).

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 Twelve hundred and nine dollars (\$1209.00).

It is further mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of said City of San Diego, will said City, or any department or officer thereof, be liable for any portion of the said contract price.

IN WITNESS WHEREOF, said The City of San Diego has caused these presents to be executed by a majority of the members of the Common Council, and attested by the City Clerk of said City, and the said Frank A. Frye and Charles A. Smith have hereunto subscribed their names, on behalf of said copartnership, the day and year first hereinabove written.

@(SEAL) ATTEST:

Allen H. Wright, City Clerk  
By Y. A. Jacques, Deputy.

THE CITY OF SAN DIEGO.  
By Fred A. Heilbron,  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council.

FRYE & SMITH.  
By F. A. Frye  
Chas. A. Smith.

I hereby approve the form of the foregoing Contract, this 2nd day of February, 1920.  
S. J. Higgins,  
City Attorney.

(COPY OF ORDINANCE NO. 7880 attached to contract)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with FRYE & SMITH for Lithographing Bonds, being Document No. 126993.

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

By Y. A. Jacques Deputy.

#### AGREEMENT

THIS AGREEMENT, made and entered into in duplicate, at The City of San Diego, County of San Diego, State of California, this 4th day of February, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation located in the County of San Diego, State of California, hereinafter designated as the City, and the SAN FRANCISCO BRIDGE 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, and the sums of money hereinafter designated to be paid to said Contractor by said City, through its duly authorized agents, in the 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 plant, and any other expenses necessary or incidental to the performance of certain work hereinafter particularly specified as follows, to-wit:

The Contractor shall dredge to a depth of ten (10) feet at low water, the following described area:

Beginning at a point on the edge of the channel distant approximately four hundred (400) feet south from the south line of the Municipal Pier and four hundred and fifty (450) feet west from the U. S. Bulkhead line; thence southeasterly to the southwest corner of the wharf on the lease granted to The Osborne Company on August 24th, 1916, by Ordinance No. 6729; thence northerly along the west end of said wharf to the northwest corner thereof; thence easterly along the northerly line of said wharf a distance of 50 feet to a point; thence northerly at right angles to the last described course to an intersection with a

line drawn parallel to and one hundred (100) feet northeasterly from the first described course; thence northwesterly on a line parallel to and one hundred (100) feet northeasterly from the first described course to the channel; thence southwesterly along the edge of the channel to the point or place of beginning, as shown on the plat hereto attached, numbered 497 B and made a part hereof as though in this paragraph fully set forth.

The material removed from the area hereinabove described shall be deposited in the unfilled area of the tidelands lying between Broadway and E Streets and between Atlantic Street and the Bulkhead, and now occupied by the San Diego Electric Railway Company's salt water intake. In the event that sufficient material is not obtained from the area to be dredged as hereinabove described, the Contractor shall increase the width of channel to be dredged on the northerly side until sufficient material is deposited in said unfilled area of the tidelands hereinabove described to meet the elevation of the filled area on each side of said unfilled area.

Said dredging shall be in accordance with the blueprint attached hereto, marked "Exhibit A" and by reference thereto made a part hereof.

Said Contractor hereby agrees that it will perform each and every part of said required work, and shall do and perform the same under the supervision of, and according to the satisfaction of the Harbor Master of The City of San Diego.

Said Contractor agrees to do all of said work and dredging and filling, and to furnish all labor, materials and equipment necessary or incidental thereto, and to perform all dredging and place all dredged mater as specified in this contract, at and for the sum of forty-five hundred dollars (\$4500.00).

Said Contractor agrees to commence said work within not to exceed ten (10) 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 shall be fully completed on the fortieth day after said notice is received.

The said City, in consideration of the faithful performance by said Contractor of each and 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 and improvement by the Harbor Master of said City, will pay said Contractor in warrants drawn upon the Harbor Fund of said City, the sum of Forty-five hundred dollars (\$4500.00) for all the work done in pursuance of said contract.

Said sum of forty-five hundred dollars (\$4500.00) shall be paid to said Contractor only upon the full completion of said work to the satisfaction of the Harbor Master of The City of San Diego, and after the payment to said City by said Contractor of the sum of forty-five hundred dollars (\$4500.00), which said sum of forty-five hundred dollars (\$4500) was the price bid by said Contractor for the personal property of The City of San Diego heretofore sold by it to said Contractor, described as The Pile Driver "E. M. Capps" now located at the Coronado Ferry Slip.

It is understood and agreed that until said Contractor shall have paid said City said sum of Forty-five hundred dollars (\$4500.00) for said pile driver, said City is under no obligation by reason of this contract or otherwise, to pay said Contractor for any of the work hereinbefore agreed by said Contractor to be done and performed.

Said Contractor further agrees that in the performance of the work and dredging 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 areas to be dredged under this contract, and in case any damage is done to any of the above mentioned work by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, to any part or portion of any work, labor, structures or improvements, as above specified, before the final acceptance of the dredging by the Common Council of said City, the Contractor will repair and replace such damage at its own cost and expense. All bulkheads necessary to retain the material dredged will be built by the City.

Further, said Contractor hereby agrees to hold the said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold the 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 Act of the State of California, in force January 1, 1914.

Said Contractor further agrees and covenants that neither said Contractor nor any sub-contractor doing work under 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 cases of extraordinary emergency, caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City of San Diego, 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 not be less than Two Dollars (\$2.00) per day.

The Contractor shall keep proper lights each night between the hours of sunset and sunrise upon all floating plant connected with the work; upon all ranges and other stakes in connection with it, when necessary, and upon all buoys of such size and in such location as to endanger or obstruct navigation, and shall be responsible for all damages resulting from any neglect or failure in this respect.

If work at night is performed, then the Contractor shall maintain from sunset to sunrise such lights on or about its plant as the Harbor Engineer may deem necessary for the proper observation of the dredging operations. Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink or misplace any material, plant, machinery or appliance which, in the opinion of the Harbor Engineer, may be dangerous to or obstruct navigation, it shall recover and remove the same with the utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions to the Harbor Engineer, and when required shall mark or buoy such obstructions until the same are removed.

Should it refuse, neglect, or delay compliance with the above requirement, such obstruction may be removed by the Harbor Engineer, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under its bond.

It is mutually agreed between the parties hereto 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, 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, in pursuance of a resolution duly adopted by said Common Council authorizing such execution, and said Contractor, by its proper officers, executes this instrument and affixes its official seal hereto.

THE CITY OF SAN DIEGO.

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel

Jno. A. Held

Virgilio Bruschi.

Majority of the Members of the  
Common Council

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

(SEAL)

SAN FRANCISCO BRIDGE CO.

Edward I. Clauster

Secty. and Treas.

SAN FRANCISCO BRIDGE COMPANY  
By S. G. Hindes  
President

I hereby approve the form of the foregoing Contract, this 4th day of February, 1920.  
S. J. Higgins, City Attorney,

By Arthur F. H. Wright, Deputy City Attorney.

"EXHIBIT A"

(SEE DRAWING 497-B- on file in )  
(CITY ENGINEER'S OFFICE )

KNOW ALL MEN BY THESE PRESENTS: That we, SAN FRANCISCO BRIDGE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are held and firmly bound unto 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-two Hundred and Fifty Dollars (\$2250.00), good and lawful money of the United States, 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 and dated by us this 9th day of February A. D. 1920.

The condition of the above obligation is such that whereas the above bounden principal, San Francisco Bridge Company, a corporation, 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 dredge certain areas in the Bay of San Diego, in said State of California, and to furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the dredging of said areas, all as shown upon that certain blueprint attached to said contract, marked "Exhibit A" and by reference thereto make a part hereof. Reference is hereby made to said contract and to said blueprint for a particular description of the work to be done.

Whereas the aforesaid penal sum of Twenty-two Hundred and Fifty Dollars (\$2250.00) (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 benefit of all persons, companies or corporations who perform labor on or furnish material 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, the said surety will pay the same in an amount not exceeding the sum specified in this bond; provided that said 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, 1907", approved May 1, 1911.

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

SAN FRANCISCO BRIDGE CO.

(SEAL) Edward I. Clauster  
Secty. and Treas.

SAN FRANCISCO BRIDGE COMPANY  
Principal

By S. G. Hindes,  
President

THE AETNA CASUALTY AND SURETY COMPANY.  
Surety.

By Chas. H. Olano (SEAL)  
Resident Vice President

ATTEST:

Bernard A. Guy,  
Resident Asst. Secretary

I hereby approve the form of the within Bond, this 4th day of February, 1920.  
S. J. Higgins, City Attorney

By Arthur F. H. Wright, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 16th day of February, 1920.

(SEAL) ATTEST: Allen H. Wright,  
City Clerk

Fred A. Heilbron

Don M. Stewart

Jno. A. Held,

Virgilio Bruschi

Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS: That we, SAN FRANCISCO BRIDGE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Eleven Hundred Twenty-five Dollars (\$1125.00), lawful money of the United States of America, to be paid to the 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 and dated by us this 9th day of February, A. D. 1920.

The condition of the above obligation is such that whereas the above bounden principal, SAN FRANCISCO BRIDGE COMPANY, a corporation, 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 dredge certain areas in the Bay of San Diego, in said State of California, and to furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the dredging of said areas, all as shown upon that certain blueprint attached to said contract, marked "Exhibit A" and by reference thereto made a part thereof, and reference is hereby made to said contract and to said blueprint 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 the said surety have caused these presents to be executed, and their corporate seals to be hereunto attached by their duly authorized officers, the day and year hereinabove written.

SAN FRANCISCO BRIDGE CO.  
(SEAL) Edward I. Clauster,  
Secty. and Treas.

SAN FRANCISCO BRIDGE COMPANY  
Principal  
By S. G. Hindes,  
President  
THE AETNA CASUALTY AND SURETY COMPANY,  
Surety  
By Chas. H. Olano, (SEAL)  
Resident Vice President

ATTEST:  
Bernard A. Guy  
Resident Asst. Secretary

I hereby approve the form of the within Bond, this 4th day of February, 1920.

S. J. Higgins, City Attorney.

By Arthur F. H. Wright, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 16th day of February, 1920.

(SEAL) ATTEST:  
Allen H. Wright,  
City Clerk

Fred A. Heilbron,  
Don M. Stewart,  
Jno. A. Held,  
Virgilio Bruschi.  
Members of the Common Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with SAN FRANCISCO BRIDGE CO. to dredge areas in Bay of San Diego, being Document No. 127041.

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, WM. G. HENSHAW, of San Francisco, California, and ED FLETCHER, of San Diego, California, as principals, and M. T. Gilmore and A. P. Johnson Jr., residents of San Diego, Cal., State of California, 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 thousand dollars (\$5000.00), lawful money of the United 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 heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of January, 1920.

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 and sell to said The City of San Diego the quantity of water which said City in said contract agrees to buy at and for the price of ten cents (10¢) per thousand (1000) gallons, payable as in said contract stated; all as more particularly and in detail set forth in the contract annexed hereto, which said contract is dated the 26th day of January, 1920; said contract, together with the exhibit attached thereto, being "Exhibit A," comprising thirteen sheets; and reference is hereby made to said contract and to the exhibit attached thereto for a more particular description of the terms of said contract.

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

IN WITNESS WHEREOF, the said principals and sureties have hereunto subscribed their names the day and year first hereinabove written.

Wm. G. Henshaw,  
Ed Fletcher  
Principals.

M. T. Gilmore  
A. P. Johnson, Jr.  
Sureties.

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

On this 19th day of February A. D., 1920, before me, H. E. Crane, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared M. T. Gilmore and A. P. Johnson Jr. personally known to me to be the persons whose name are subscribed to the within Instrument, and they duly 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 County of San Diego, the day and year in this certificate first above written.  
(SEAL) H. E. Crane,

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

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

M. T. Gilmore and A. P. Johnson Jr. 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 free-holder therein.

M. T. Gilmore  
A. P. Johnson Jr.

Subscribed and sworn to before me H. E. Crane,  
this 19th day of February, 1920.

H. E. Crane,  
Notary Public in and for the County of San Diego,  
State of California.

(SEAL)

I hereby approve the form of the within Bond, this 19th day of February, 1920.

S. J. Higgins

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 11th day of March, 1920.

Harry M. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Don M. Stewart  
Fred A. Heilbron  
Members of the Common Council.

THIS AGREEMENT, made and entered into at San Diego, California, this 26th day of January, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholders' charter, sometimes hereinafter referred to as "The City", or "Said City", acting by and through the Common Council and the Board of Water Commissioners of Said City, first party, and WILLIAM G. HENSHAW, of San Francisco, California, and ED FLETCHER, of San Diego, California, sometimes hereinafter referred to as "Henshaw and Fletcher", or "Said Henshaw and Fletcher", second parties.

WHEREAS, it is provided in Article II, Chapter II, Section 1, Paragraph 29, of the Charter of Said City that the Common Council thereof has power to adopt, enter into and carry out means for securing a supply of water for the use of Said City or its inhabitants, or for irrigation purposes therein and along the line of its water supply; and

WHEREAS, it is provided in Article V, Chapter I, Section 4, of said Charter of Said City that the Board of Water Commissioners shall have exclusive charge and supervision of the conservation and impounding of water by Said City, and of the water, water rights, water works, water impoundment system, and other properties of Said City used in the development of said water impounding system; and

WHEREAS, due to the growth of Said City in population and industries and the location within and adjacent to Said City by the Federal Government of military, naval and aviation establishments, a greatly increased demand has been made and will continue to be made upon the water system owned and operated by Said City, and by reason of said increased demand the daily consumption of water in Said City and in adjacent communities supplied by Said City greatly exceeds the daily safe net yield of the water system owned by Said City, thereby causing a present existing shortage of water supply to Said City and to communities, industries and establishments depending for water supply upon said system of Said City; and

WHEREAS, said Common Council and said Board of Water Commissioners, pursuant to powers conferred and duties imposed upon them, as aforesaid, are desirous of immediately providing for an increased water supply to Said City to the end that the present existing shortage of water supply may be partly remedied during the time this agreement is in force; and

WHEREAS, for the purpose of partially relieving said water shortage, temporarily and during the time this agreement is in force, Said Henshaw and Fletcher (upon the understanding and express condition that no part of the water mentioned herein, or delivered and sold hereunder, is hereby or by such delivery and sale dedicated, or intended to be dedicated to the public use or to Said City or to its inhabitants) have offered to deliver as hereinafter stated, and to sell to Said City water in the quantity and of the character hereinafter stated; and Said City, for the purposes stated, has accepted said offer.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

#### ARTICLE I.

In consideration of the covenants herein undertaken on the part of The City and the faithful keeping of them by it according to their true intent and purpose, Said Henshaw and Fletcher, jointly and severally, upon their own behalf, and upon behalf of their, and each of their heirs, executors, administrators, and assigns, hereby undertake and agree:

First: That, during the time this agreement is in force, they will sell to Said City the quantity of water which Said City hereinafter agrees to buy at and for the price of ten (10¢) cents per thousand (1,000) gallons, payable as hereinafter stated.

Second: That during said time they will deliver said water to Said City through a Sixteen (16) and eighteen inch wood stave, steel and concrete pipe line, under pressure, at the point marked "Point of delivery" on the blueprint map hereto attached, marked "Exhibit A," hereby referred to and made a part hereof.

Third: That said water so delivered shall be chlorinated at their expense, if the Said City shall so require in writing, and be of such quality as to be certifiable by the Board of Health of the State of California as safe for domestic use; said quality to be determined by samples of said water taken out of said pipe line within the last twenty-five (25) feet of said pipe line and before it reaches said point of delivery.

#### ARTICLE II.

In consideration of the covenants herein undertaken on the part of Said Henshaw and Fletcher, and the faithful keeping thereof by them according to their true intent and purpose, the Said City agrees:

First: To purchase and receive from Said Henshaw and Fletcher, during the time this agreement is in force and effect, the quantity of water following:

1. During that part of the calendar year 1920 in which this agreement shall be in effect, at least one million (1,000,000) gallons per day of twenty-four (24) hours.

2. During the first six months of the calendar year 1921 at least one million (1,000,000) gallons per such day.

3. During the last six months of the calendar year 1921 and during each calendar year thereafter at least two million (2,000,000) gallons per such day.

Second: To provide and install, and thereafter maintain in good condition and repair, at its own cost and expense and without cost or expense to Said Henshaw and Fletcher, or either of them, at the point of delivery above mentioned, a Ventura meter, or other standard

measuring device, of capacity sufficient to measure at least three million (3,000,000) gallons per day of twenty-four (24) hours.

Third: That it will pay for said water at the rate of ten (10¢) cents per one thousand (1,000) gallons and make payment therefor monthly as follows:

1. For each calendar month of the year 1920 during which this agreement shall be in effect, payment shall be made for the total number of gallons of water taken by it during such month as shown by the meter reading hereinafter provided for, unless such total shall be less than an average of one million (1,000,000) gallons per day during such month, in which case payment shall be made for one million (1,000,000) gallons of water for each day of such month regardless of such meter reading.

2. For each of the first six calendar months of the year 1921, payment shall be made for the total number of gallons of water taken by it during such month as shown by said meter reading hereinafter provided for, unless such total shall be less than an average of one million (1,000,000) gallons of water per day during such month, in which case payment shall be made for one million (1,000,000) gallons of water for each day of such month regardless of such meter reading.

3. For each of the last six calendar months of the year 1921, payment shall be made for the total number of gallons of water taken by it during such month as shown by said meter reading, unless such total shall be less than an average of two million (2,000,000) gallons per day during such month, in which case payment shall be made for two million (2,000,000) gallons of water for each day of such month regardless of such meter reading.

4. For each calendar month in each calendar year after 1921, during which this agreement shall be in effect, payment shall be made for the total number of gallons of water taken by it during such month as shown by said meter reading, unless such total shall be less than an average of two million (2,000,000) gallons per day during such month, in which case payment shall be made for two million (2,000,000) gallons of water for each day of such month regardless of such meter reading.

Said monthly payments will be made promptly upon the presentation by Said Henshaw and Fletcher of statement therefor; said statement to be in the form and said payments to be made in the manner provided for by the provisions of the Freeholders' Charter of Said City; but upon the express understanding and agreement that any amount of water paid for by Said City but not taken by it shall be delivered to it upon written request therefor. But nothing in this contract shall obligate Said Henshaw and Fletcher to deliver to Said City more than three million (3,000,000) gallons of water per day; and nothing in this contract shall be construed as giving The City the right to have delivery of any quantity of water paid for and not taken except within the calendar year that such payments were made.

Fourth: That in order promptly to make the payments above specified it will, by appropriate proceedings, establish and maintain a fund to be known as the Water Purchasing Fund, from which appropriation shall be made from time to time for such payments; and it will at all times while this agreement shall be in force and effect, keep in said fund sufficient money promptly to make the monthly payments hereby required by it to be made.

#### ARTICLE III.

For the considerations stated it is hereby mutually understood and agreed:

First: That nothing in this contract is intended to, or does, impose any liability or debt upon Said City for an amount of money equal to the aggregate of all payments that are mentioned, specified or provided for herein; but on the contrary the debt or liability created hereby is only that which arises from month to month and from year to year as water is delivered to and taken by Said City pursuant to the terms of this agreement; and that all payments to become due hereunder can be made by Said City from time to time without violating any of the terms or provisions of the constitution of the State of California or the terms or provisions of the Charter of Said City relating to the power of Said City to incur liability or debt.

Second: That the meter or other measuring device hereinbefore mentioned shall be read on the last day of each calendar month during the time this agreement shall be in force and effect by a joint representative of Said City and Said Henshaw and Fletcher, which reading shall be reported in writing by such representative to Said City and Said Henshaw and Fletcher for the purpose of determining finally the amount of water actually delivered to and taken by Said City during said month. If Said City and said Henshaw and Fletcher cannot agree upon such joint representative he shall be appointed by one of the judges of the Superior Court of the State of California, in and for the County of San Diego. The expense of such representative shall be borne and paid one-half by Said City and one-half by Said Henshaw and Fletcher.

Third: That in the event of any substantial break in, injury to, or destruction of the whole or any part of the water works or system from or through which Said Henshaw and Fletcher deliver the water herein mentioned to Said City, caused by or due to circumstances or occurrences over which Said Henshaw and Fletcher have no control, then and in such event Said Henshaw and Fletcher shall be relieved from all obligations hereunder, unless within five (5) days from such occurrence they, or either of them, shall notify Said City in writing that the necessary repair or reconstruction will be made; and in the event of such notice said obligations shall be suspended for such period of time as in the exercise of reasonable diligence such repair or reconstruction can be made (including said five (5) days), strikes, and other causes over which Said Henshaw and Fletcher shall have no control excepted. Further, that an entire depletion or exhaustion of the waters of Lake Hodges reservoir, located on the San Dieguito River in San Diego County, California, by reason of drought shall, during said period of drought, relieve Said Henshaw and Fletcher from their obligations hereunder to deliver water to Said City.

Fourth: That during any period of time in which Said Henshaw and Fletcher are unable to make delivery of water in accordance with the terms hereof by reason of the matters and things specified in the next preceding paragraph hereof The City shall be relieved from all obligations hereunder to pay for water during such period; and should there be a diminution in the supply or flow of water by reason whereof Said Henshaw and Fletcher are not able to deliver the minimum quantity of water herein specified, then during any such period of such diminution The City shall only be obligated to pay for the quantity of water actually delivered to it as shown by the meter reading.

Fifth: That in the event The City shall fail promptly to pay for water delivered to it hereunder at the rate and at the time hereinbefore stated and such default shall continue for a period of sixty (60) days after the time when such payment shall become due hereunder, Said Henshaw and Fletcher, or either of them in case of inability of the other to act, shall have the right if they, or either of them in case of disability of the other to act, so elect, to terminate this agreement and to discontinue further delivery of water hereunder without incurring any liability to The City or any resident or inhabitant thereof on account of such termination of this agreement; but it is expressly understood and agreed that nothing in this paragraph of this agreement shall in any wise operate to deprive Said Henshaw and Fletcher, or either of them, of any right they may have against The City on account of such default on its part. A waiver or failure to take advantage of any one such default on the part of The City by said Henshaw and Fletcher, or either of them, shall not be construed as a waiver of any such default subsequently occurring.

Sixth: That this agreement is not intended to, does not, and shall not be construed as in any wise dedicating said quantity of water, or any part thereof, to the public use, to Said City or to its inhabitants, or to in any wise limit the right of Said Henshaw and Fletcher, or either of them, to deal with others and dispose of said water, in any way they see fit, upon any termination of this agreement.

Seventh: That if Said City shall so elect it shall have the right to purchase of Said Henshaw and Fletcher, during the time this agreement is in force and effect, such quantity of water in addition to that hereinbefore mentioned as will make a maximum amount of three million (3,000,000) gallons per day, at the rate of ten (10¢) cents per thousand gallons, provided that Said City shall give to Said Henshaw and Fletcher a ten (10) days' notice in writing of its intention to take such additional water, which writing shall state that Said City desires an additional quantity of water within the limits above stated, delivered through said pipe line at the point of delivery hereinbefore mentioned, under the terms of this agreement.

Eighth: That Said Henshaw and Fletcher shall not be liable for any damage or loss which The City or any resident or inhabitant thereof shall sustain by reason of the stoppage or diminution in the supply or flow of water caused by any break in, injury to, or destruction of any part of said pipe line not occasioned by their own negligence, or for any stoppage or diminution in the supply of water agreed to be furnished under this contract occasioned by drought or failure of the water supply from which said water is derived, or by earthquake or action of the elements, or any other cause of whatsoever kind or nature not preventable by Said Henshaw and Fletcher by the exercise on their part of reasonable care.

Ninth: That to enable The City to equalize the distribution and use of the water taken by it hereunder in accordance with the current necessities of The City, it is agreed that if during the first ten months of any calendar year beginning with January 1, 1922, while this agreement shall be in effect, The City shall have paid for not less than six hundred sixty-nine million (669,000,000) gallons of water, then and in such event, The City, for and during the last two months of such calendar year, shall be required and obligated to pay only for the total number of gallons of water taken by it during each of said months as shown by said meter reading, unless such total shall be less than an average of one million (1,000,000) gallons of water per day, in which case payment shall be made by Said City for one million (1,000,000) gallons of water for each day of such month regardless of said meter reading; it being expressly understood and agreed that The City shall pay for at least seven hundred thirty million (730,000,000) gallons of water during such calendar year regardless of the total quantity of water taken by it during such year as shown by said meter readings; and also for whatever quantity it shall take in excess of said minimum within the limits hereinbefore stated.

Tenth: That this agreement shall be in force and effect from and after the date of the completion and acceptance by Said City of a pipe line extending from that section of the City of San Diego commonly known as La Jolla to the point of delivery hereinbefore mentioned, pursuant to the terms of a contract between the parties hereto of even date herewith, and not before.

Eleventh: That unless sooner terminated as hereinbefore provided, this agreement shall be and remain in force and effect for a period of ten (10) years from and after the date at which delivery of water hereunder shall begin.

Twelfth: That this agreement shall apply, bind and inure to the benefit of successors, heirs and assigns hereof, as the case may be.

IN WITNESS WHEREOF, The City pursuant to an Ordinance of its Common Council, duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council and its Mayor, attested by its City Clerk, and the seal of The City to be hereunto affixed, and the Board of Water Commissioners of Said City have by resolution duly and regularly adopted caused this agreement to be executed by its members and attested by its secretary, and Said Henshaw and Fletcher have duly executed this agreement the day and year first above written.

By

L. J. Wilde  
As its Mayor.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

ATTEST:

Luril Palmer  
Secretary.

THE CITY OF SAN DIEGO.  
By Fred A. Heilbron  
Don M. Stewart  
Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of Common Council.

Charles E. Sumner  
Horace B. Day  
Horace Aughe  
Board of Water Commissioners of  
The City of San Diego.

Parties of the first part.

Wm. G. Henshaw  
Ed Fletcher  
Parties of the second part.

I hereby approve the form of the foregoing contract this 21st day of January, 1920.  
S. J. Higgins,  
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 Henshaw and Fletcher for Purchase of Water, being Document No. 126761.

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

By ya Jacques Deputy.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, WM. G. HENSHAW, of San Francisco, California, and ED FLETCHER, of San Diego, California, as principals, and M. T. Gilmore and A. P. Johnson Jr., residents of San Diego, Cal., State of California, 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 Thousand Dollars (\$5000.00), lawful money of the United 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 heirs, executors, administrators, suc-

cessors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of January, 1920.

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 construct a sixteen-inch wood stave, steel and concrete pipe line commencing at a point marked "Point of delivery" on the blueprint map attached to said contract and marked "Exhibit A," and terminating at a point marked "Point of termination" on said blueprint map hereinbefore referred to, all as more particularly and in detail set forth in the contract annexed hereto, which said contract is dated the 26th day of January, 1920; said contract, together with the exhibits attached thereto, being "Exhibit A," and "Exhibit B," respectively, comprising Fourteen (14) sheets; and reference is hereby made to such contract and to the exhibits attached thereto for a more particular description of the terms of said contract, and the work to be done thereunder.

NOW, THEREFORE If the said Principals shall faithfully perform the said contract, then the above obligation is to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principals and sureties have hereunto subscribed their names the day and year first hereinabove written.

Wm. G. Henshaw  
Ed Fletcher  
Principals.  
M. T. Gilmore  
A. P. Johnson, Jr.  
Sureties.

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

M. T. Gilmore and A. P. Johnson Jr. 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 free-holder therein.

M. T. Gilmore  
A. P. Johnson Jr.

Subscribed and sworn to before me H. E. Crane,  
this 19 day of February, 1920.  
(SEAL)

H. E. Crane  
Notary Public in and for the County of San Diego,  
State of California.

I hereby approve the form of the within Bond, this 19th day of February, 1920.

S. J. Higgins  
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 11th day of March, 1920.

Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Don M. Stewart  
Fred A. Heilbron  
Members of the Common Council.

THIS AGREEMENT AND LEASE made and entered into at San Diego, California this 26th day of January 1920 by and between THE CITY OF SAN DIEGO a municipal corporation organized and existing under a free holder's charter sometimes referred to as "The City" or "Said City" acting by and through the Common Council and the Board of Water Commissioners of said city as first party and WM. G. HENSHAW of San Francisco, California and ED FLETCHER of San Diego, California sometimes hereafter referred to as "Henshaw and Fletcher" or "Said Henshaw and Fletcher," WITNESSETH:

WHEREAS, the City has heretofore entered into a written contract with the said parties of the second part bearing date the 26th day of January 1920 for the purchase for the period of ten years of a minimum of Three-hundred sixty-five million (365,000,000) gallons of water per year and a maximum of one-billion ninety-five million (1,095,000,000) gallons of water per year at the rate of ten cents (10¢) per thousand gallons at the times and in the manner as in said contract provided and which said contract is now on file in the office of the City Clerk of said City endorsed: "Contract between The City of San Diego first party and Wm. G. Henshaw and Ed Fletcher second parties for the purchase of water" and marked Document Number 126761 and

WHEREAS, The City in order to enable it to secure delivery of the water so provided to be purchased and sold by said contract hereinbefore referred to is desirous of having constructed a sixteen and eighteen inch wood stave, steel and concrete pipe line and reservoir, commencing at a point marked "Point of delivery" on the blueprint map hereto attached and marked "Exhibit A" and hereby referred to and made a part hereof and terminating at a point marked "Point of termination" on said blueprint map hereinbefore referred to and is further desirous of leasing said pipe line when constructed from the parties of the second part and of securing in addition thereto an option to purchase the same and using said pipe line during the term of said lease as a part of said city's transmission and water distributing system.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

#### ARTICLE I.

First: That said Wm. G. Henshaw and Ed Fletcher parties of the second part hereby agree at their own cost and expense to construct said pipe line and reservoir and to complete the same within seven months from the date of the execution of this contract, delays caused by strikes, inability to obtain material, the elements or due to other causes over which they shall have no control excepted. Said pipe line shall be from sixteen to eighteen inches in diameter and shall extend from the point marked "Point of delivery" on the blueprint hereto attached and marked "Exhibit A" along the course and line as outlined and described on said blueprint so marked "Exhibit A" to the point marked "Point of termination of pipe line" on said blueprint so marked "Exhibit A".

Second: The work of constructing said pipe line and reservoir shall be commenced within two months from the date hereof and said pipe line and reservoir shall be completed as hereinafter provided and shall be constructed in a thoroughly workmanlike manner according to the plans and specifications hereto attached marked "Exhibit B" and by reference made a part hereof and under the direction and supervision of the Manager of Operation of said City.

Third: In order that the purchase price provided in the option hereinafter granted to said city may as to said city be just and reasonable any and all contracts made or entered into by said Wm. G. Henshaw and Ed Fletcher for the purchase of materials or for the payment of labor in connection with said pipe line or for the construction of all or any portion of said pipe line shall before being executed be approved by the City Attorney and by the Manager.

of Operation of said City or such engineer as the City may employ for that purpose.

Fourth: For and in consideration of the sum of One Dollar (\$1.00) per year payable in advance on the first day of each and every January commencing with the first day of January 1920 the City hereby leases, demises and lets unto the said Wm. G. Henshaw and Ed Fletcher for the purpose of constructing and maintaining thereon the pipe line hereinbefore referred to for the term of ten years a strip of land six feet in width over and across the Pueblo Lands of said City and which said strip so leased is more particularly shown and delineated upon the blueprint hereto attached marked "Exhibit A" as the location of the said pipe line and also sufficient land for said reservoir. The City also agrees that the location of said strip of land shall be marked and staked on the ground by the city engineer and that the said city engineer shall furnish to the parties of the second part all engineering assistance needed by them in the location and construction of said pipe line and reservoir. Said City further agrees to procure for said Henshaw and Fletcher free of cost to them, a right of way for said pipe line six feet in width and also sufficient land for said reservoir, with right of ingress and egress thereto over and across any and all land not owned or controlled by said city on the line of said pipe line as shown upon said "Exhibit A".

#### ARTICLE II.

The said Wm. G. Henshaw and Ed Fletcher hereby covenant with the said City of San Diego that they will lease said pipe line and reservoir when constructed to said city and they do and each of them does by these presents demise and let unto said city the said pipe line and reservoir upon the following terms and conditions, to-wit:

(a) The term of this lease shall be for a period of ten years from and after the date when such pipe line and reservoir shall be completed and the delivery of water therefrom shall begin.

(b) The City hereby covenants and agrees that it will pay to said second parties as rental for said pipe line and reservoir during the term of this lease the sum of Sixteen Hundred Fifty Dollars per month, payable in advance on the 1st day of each and every month during said term commencing with the day and month when said pipe line and reservoir shall have been completed, and the delivery of water therefrom shall begin, and continuing during the term of this lease.

(c) It is further covenanted and agreed that during the term herein provided for and commencing with the time when said pipe line and reservoir is completed and the delivery of water therefrom begins the city will maintain said pipe line and reservoir in good condition and repair at its own expense.

(d) That in order promptly to make the payments of rental above specified and provided for the city hereby covenants and agrees that it will by appropriate proceedings establish and maintain a fund to be known as "The La Jolla Pipe Line Fund" from which appropriations shall be made from time to time for such rental payments and that it will at all times while this lease shall be in force and effect keep in said fund sufficient money promptly to make the monthly rental payments hereby required by it to be made.

#### ARTICLE III.

(a) For and in consideration of the sum of Twenty-five thousand (\$25,000.00) Dollars to be paid within sixty days from and after the date of the execution of this agreement said Henshaw and Fletcher hereby agree to give and grant and do hereby give and grant to said city the exclusive option to purchase said pipe line and reservoir at any time on or before the expiration of the leasehold period of said pipe line at the actual cost of said pipe line and reservoir to said parties of the second part plus simple interest on such actual cost at the rate of seven per cent per annum on such cost from the date each item of such cost is actually paid out by said second parties. Said second parties hereby further covenant and agree that they will within ninety days after the completion of said pipe line and reservoir file with the City Clerk of said city a statement of the cost of construction of said pipe line and reservoir which statement shall contain an itemized statement of all disbursements made in the construction and completion of said pipe line and reservoir and the sum thus ascertained plus interest thereon at the rate of seven per cent per annum on such cost from the date each item of such cost is actually paid out by said second parties.

(b) It is further agreed by and between the parties hereto that in the event that the city shall elect to purchase the said pipe line and reservoir under the option hereinbefore granted that then and in that event and upon the making of such purchase the city shall be entitled to receive and shall receive credit upon the purchase price for the said sum of Twenty-five thousand (\$25,000.00) Dollars so paid by it for said option plus interest thereon at the rate of seven per cent. per annum from and after the date of such payment.

(c) In the event that the city shall not elect to exercise the option to purchase said pipe line and reservoir hereinbefore granted to it then and in that event the said city shall be entitled to a credit for the said sum of Twenty-five thousand (\$25,000.00) Dollars so paid by it for said option plus interest at the rate of seven per cent per annum from the date when said payment of Twenty-five thousand (\$25,000) Dollars is made upon the rental so to be paid by it for said pipe line and reservoir which said credit shall be applied upon the rentals for the last three years of the term of said lease.

(d) It is further covenanted and agreed by and between the parties that in the event the city shall elect to purchase said pipe line and reservoir that then and in that event in addition to the said sum of Twenty-five thousand (\$25,000.00) Dollars so paid for the option price as hereinbefore provided the city shall be entitled to have all rentals theretofore paid by it to said Wm. G. Henshaw and Ed Fletcher for the rental of said pipe line and reservoir credited upon said purchase price and the city shall only be compelled to pay the difference, if any, between the said sum of Twenty-five thousand (\$25,000.00) plus interest and the rentals theretofore paid by it and the cost of said pipe line and reservoir plus interest as hereinbefore provided.

(e) Upon the election of the city to purchase under this option and the payment of the purchase price as hereinbefore provided for the said Wm. G. Henshaw and Ed Fletcher agree by a good and sufficient conveyance to convey to said city the title to said pipe line and reservoir and the unexpired term of the lease of the land upon which said pipe line and reservoir is constructed, if any there be, free and clear of all incumbrances.

(f) Said Wm. G. Henshaw and Ed Fletcher further covenant and agree with said City that they will keep said pipe line and reservoir during the period of construction and also during the leasehold period free from any and all liens of any kind or character whatsoever and that they will neither encumber or suffer to be encumbered or hypothecate said pipe line and reservoir; provided however that this covenant shall not be construed to prevent the said Wm. G. Henshaw and Ed Fletcher from assigning this contract or pledging any payments to be made hereunder to any bank or banks in the City of San Diego as security for any money advanced or to be advanced by any such bank for the purpose of constructing such pipe line and reservoir.

(g) In the event the city does not elect to purchase said pipe line and reservoir under the option herein contained then the city agrees upon the expiration of the term herein provided for to surrender possession of said pipe line and reservoir to the second parties hereto in good condition, wear and tear and damage by the elements alone excepted.

## ARTICLE IV.

It is hereby mutually agreed that nothing in this contract is intended to or does impose any liability or debt upon said city for an amount of money equal to the aggregate of all rental payments that are mentioned, specified or provided for herein; but on the contrary the debt or liability created hereby for such rentals is only that which arises from month to month as the said rentals accrue and that all payments to become due hereunder for such rentals can be made by said city from time to time without violating any of the terms or provisions of the Constitution of the State of California or the terms and provisions of the Charter of said City relating to the power of said city to incur liability or debt.

IN WITNESS WHEREOF the said city pursuant to Ordinance of its Common Council duly and regularly adopted has caused this agreement to be executed in its corporate name by its Common Council attested by its City Clerk and the seal of the city to be hereto affixed and the Board of Water Commissioners of said City have by Resolution duly and regularly adopted caused this agreement to be executed by its members and attested by its Secretary and said Henshaw and Fletcher have duly executed this agreement the day and year first above written.

THE CITY OF SAN DIEGO.

L. J. Wilde,  
Mayor

Fred A. Heilbron  
Don M. Stewart  
Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

ATTEST:

Luril Palmer  
Secretary

Charles E. Sumner  
Horace B. Day  
Horace Aughe  
Board of Water Commissioners of the  
City of San Diego.  
Parties of the first part.

Wm. G. Henshaw  
Ed. Fletcher  
Parties of the second part.

I hereby approve the form of the foregoing contract this 21st day of January, 1920.  
S. J. Higgins,  
City Attorney.

"EXHIBIT B"  
SPECIFICATIONS  
FOR GENERAL STIPULATIONS

All contracts are to be made subject to the following conditions and stipulations. They shall be submitted to the Manager of Operations of the City of San Diego and shall bear the signature of approval before they shall become valid.

Upon the letting of each and all contracts whether for labor or material or both, the specifications in such contract shall be fulfilled to the satisfaction of the Manager of Operations of the City of San Diego or his duly appointed Engineer or Inspector.

And should such specifications be not fulfilled the Manager of Operations or his appointed Engineer or Inspector shall order such work to cease and non delivery or removal of all objectionable material; and the work or delivery of material shall continue only in strict accordance with the specifications of said Contract and the consent of the Manager of Operations or his duly appointed Engineer or Inspector.

CHANGE OF PLANS.

When at the discretion of the City Manager of Operation of the City of San Diego it may be found necessary and reasonable to change the grade or location of any construction and the change shall not increase the cost of labor or material to be furnished in the contract it shall be done without any attendant extra expense and should the change incur any extra expense or labor not provided for in the contract it shall be paid for on the unit basis used in figuring the Contract and stated therein.

ENGINEERS WHEN WANTED.

The City Engineer of the City of San Diego shall be given forty-eight hours written notice when the services of an engineering party is needed.

UNNECESSARY OCCUPATION OF STREETS.

No Contractor shall be allowed to dig up or occupy with material any more of the street, or for any greater length of time than is absolutely necessary for the completion of his work.

MONUMENTS NOT TO BE DISTURBED.

No Contractor shall disturb any permanent Property Corners, Monuments or Government Bench marks found on the line of improvement until ordered by the City Engineer.

PROVISIONS FOR WATER AND OTHER CONNECTIONS.

The City of San Diego reserves the right to construct any sewer or sewers or to lay any water mains or to grant permits to the interested parties to lay gas mains, steam pipes, sewers etc. across or in the vicinity of work mentioned in said Contract.

ROYALTIES.

The price mentioned in the proposals for all Contracts shall include the payment of all Royalties of any patented materials used in connection with the work.

GUARANTEE.

The City Manager of Operation shall notify Henshaw and Fletcher upon the discovery of any defect due to poor workmanship or material in any pipe line or reservoir constructed by Henshaw and Fletcher for the City of San Diego where such structures carry a guarantee of one year and it shall be the duty of Henshaw and Fletcher to take such steps necessary to see that such guarantee is carried out by the Contractor.

SPECIFICATIONS FOR CONSTRUCTION OF REINFORCED CONCRETE RESERVOIR,  
IN THE CITY OF SAN DIEGO, CALIFORNIA.

LOCATION:

The reservoir referred to herein is to be constructed and located in Pueblo Lot 1334 and 1333, of the Pueblo Lands of the City of San Diego, at or near Station 261 plus 00 as shown on map and accompanying plans.

WORK TO BE DONE:

The excavation for and construction of a reinforced concrete reservoir, aerating table, roof, drains, outlets and connections.

EXCAVATION:

The excavation shall be made according to plan, profile and cross-section provided by the City Engineer and true to the lines and grades shown thereon. Grading shall include all clearing, grubbing, excavation and embankment of whatever nature that may be required

for the construction of the reservoir.

#### PLACING OF CONCRETE:

Cement: Cement shall be one of the standard accepted brands of Portland cement and shall meet the standard specifications and tests for Portland cement of the American Society for Testing Materials, effective January 1, 1917. Cement shall be protected from weather and moisture. It must be delivered in the original package with the name of the manufacturer plainly marked thereon. All cement which does not come up to the required standard shall be immediately and permanently removed from the work.

#### OTHER MATERIAL:

Sand: Sand shall be fresh water sand, clean, hard, sharp and free from dust graded from fine to coarse, coarse grains predominating and shall pass the inspection of the City Engineer.

Aggregate: The coarse aggregate shall be sound, clean, hard, durable crushed gravel or rocks, free from all foreign matter, uniformly graded and shall range in size from one-quarter (1/4) inch to and including one and one-half (1 1/2) inches. It shall not contain soft, flat or elongated particles. Water used in mixing concrete shall be clean, free from oil, acid, alkali or other impurities and shall be furnished free to the contractor at the site.

Composition of Concrete: Concrete shall consist of one (1) cubic foot (94 pounds) of Portland cement, three (3) cubic feet of sand and two (2) cubic feet of coarse aggregate and water.

Mixing and Placing: The ingredients of the concrete shall be thoroughly mixed, sufficient water being added to obtain a good consistency of concrete. A mechanical mixer of approved type shall be used. The materials shall be mixed in the proper proportions in separately measured batches and all deposited at the same time and all materials shall remain in the drum of the mixer for at least one minute. The minimum number of revolutions per minute of the drum shall be ten (10) and the maximum sixteen (16). All forms shall be smooth, tight, clean, and true to the required lines and grades and have sufficient strength to resist springing out of shape during the placing of the concrete; the forms shall be thoroughly moistened immediately before concrete is poured and shall remain in place until the City Engineer authorizes the removal of same. Concrete, when mixed, shall be immediately deposited without any separation of its ingredients and thoroughly rammed, tamped or spaded in layers of not more than one (1) foot. In placing concrete around reinforcing, care shall be taken to fill all voids and incorporate and imbed all said steel or reinforcing firmly in the mass. When joining new concrete with concrete already set the surface of the old concrete shall be clean, roughened, thoroughly watered and coated with a thin mortar or wash composed of neat cement; the surface of the concrete which is allowed to set shall be left rough so as to afford a good bond for the placing of additional concrete. Reinforcing rods shall be placed where shown on the drawing, substantially wired to intersecting rods and firmly held in position until imbedded in concrete. In the placing of the paving or floor of the reservoir, the wire mesh shall first be lapped as per accompanying drawing and the concrete poured thereon; then the wire mesh shall be raised into the mass with steel hooks provided for the purpose until it shall be about two inches from the bottom of concrete or sub-grade thereof. All newly placed concrete in reservoir shall be protected against injury and kept wet continuously for a period of not less than ten (10) days. All drains, outlets and connections to be furnished by the contracting parties to the contractor and placed by the contractor without added expense according to plans attached and under the supervision of the City Engineer. All work to be done under the direction or supervision of the City Engineer.

Aerating Table and Roof: The aerating table and roof shall be built of lumber and materials furnished by the City of San Diego and according to the accompanying sketch and under the supervision of the City Engineer.

SPECIFICATIONS FOR THE FURNISHING AND LAYING OF 16" AND 18"  
MACHINE BANDED REDWOOD PIPE FOR THE PROPOSED PIPE LINE FROM THE CITY  
MAIN, LA JOLLA, AT THE INTERSECTION OF EXCHANGE PLACE AND TORREY ROAD  
AS 0 PLUS 00 TO STATION 391 PLUS 66.70 NEAR DEL MAR.

#### STAVES:

The redwood staves shall be milled from clear, straight grained, sound, well seasoned, redwood lumber, free from knots, shakes, splits, dry rot, sap, punky or decayed wood and large or unsound knots, but small water tight pine knots will be permitted and a small portion of the staves may contain small, sound knots which do not go through the stave. The staves shall be milled to the circular outline of the pipe both inside and outside and the edges milled to radial lines; the finished thickness shall be one and one-quarter (1 1/4) inches. One edge shall have a small triangular groove near its center line and the opposite edge shall have a tongue or bead of same shape but a trifle larger than the groove, making a water tight joint when the pipe is banded.

#### BANDING:

The pipe shall be banded with a heavily galvanized, round steel wire of proper size, the spacing to safely withstand the maximum gravity pressure for which the pipe is designed. The following table is to be used in banding pipe, - all pipe to be banded with #1 wire.

Head	50	100	150	200	250	300	350	400
Band Spacing in inches 16" pipe	3 1/2	2 3/16	1 1/2	1 1/8	7/8	3/4	5/8	9/16
Band Spacing in inches 18" pipe	3 1/2	1 15/16	1 5/16	1	13/16	11/16	9/16	1/2

#### COUPLINGS:

The length of pipe shall range from six (6) to twenty (20) feet averaging approximately fourteen (14) feet and individual banded wood couplings shall be provided for each connection, banded to withstand the maximum pressure for which it is intended and the ends of the couplings dipped in creosote.

#### PIPE DIPPING:

All pipe to be dipped or coated shall be dipped or coated in water proof paint or coat furnished by the Waterproof Paint Co. of San Francisco and shall be applied as it comes from the original barrel or package without any additional mixture. Where necessary it can be heated until it acquires the necessary consistency to penetrate any coating or wrapping.

#### COATING:

Standard Dip: The pipe shall be dipped or coated in Duck Brand Carbon paint so that all parts which are to be exposed (after the pipe has been laid) shall be covered with a complete coat of said paint.

Burlap Coat: The pipe shall first be dipped in Duck Brand Carbon paint (cold) as it comes from the barrels, until it shall completely cover the outer surface (except that portion coming under collars or connections) then it shall be spirally wrapped with burlap and lapped so that there shall be a complete double coat, after which a coat of Duck Brand pitch shall be applied hot so that it shall completely penetrate through to, and become a part of the first coat.

#### UNLOADING AND HAULING:

Prices on pipe to be F.O.B. to Del Mar or Sorrento, the purchaser to unload the cars and haul and distribute the pipe conveniently along the trench or place where it is to be laid.

#### TRENCHING AND BACKFILLING:

The purchaser shall provide the trench for the pipe which shall not be less than 12" wider than the outside diameter of the pipe and the purchaser or trench contractor is to keep the trench free from water and obstructions while the pipe is being laid and back-fill same after pipe has been accepted. In the event that the pipe shall be laid above ground, the purchaser shall supply the necessary saddles or supports to receive the same.

#### LAYING:

The party furnishing the pipe shall furnish all necessary labor and tools required to properly install the pipe in the trench or on the surface of the ground or other supplied saddle or support and will also test the line with water furnished free of expense to the contractor. Any leaks that may develop shall be caulked at the pipe contractor's expense. All pipe that shall not stand pressure test and cannot be properly caulked or repaired, shall be replaced at the pipe contractor's expense and satisfactorily to the inspection of the City Engineer. Any valves, elbows and fittings that are to be placed in the line shall be installed at the pipe contractor's expense and those, specials, valves, elbows or fittings shall be furnished by the contracting party to the contractor.

#### GUARANTY:

The pipe shall be guaranteed against any defective material or workmanship and when installed, shall withstand the maximum gravity pressures for which it is intended. Any portion of the pipe which proves defective either as to material or workmanship performed shall be repaired or replaced at the pipe company's expense. This guaranty is to cover a period of one year from date of completion of the pipe line.

#### DELIVERY:

Upon proper notification of party receiving contract for pipe and installation thereof, they shall be in a position to deliver and lay said pipe within a period of 120 days as specified in accompanying agreement, unless delayed by shortage of cars, strikes or causes beyond their control.

#### TRENCHING:

Alignment and Grades: The width of ditch shall be not less than 12 inches wider than the outside diameter of pipe to be laid; the alignment and grade of which shall be according to stakes set by the City Engineer.

Backfilling: The final backfilling is to start as soon as the pipe has been laid and accepted by the City Engineer. The filling of the earth around and on top of the pipe shall be done with the utmost care in a manner to obtain the greatest compactness and solidity possible, special care not to injure the coating or outer surface of the pipe, - the back-fill to continue to a rounded surface six (6) inches above top surface of natural ground.

#### HAULING:

All pipe to be delivered as directed by the City Engineer. In the handling and hauling of the wood stave pipe, the parties receiving the contract shall be entirely responsible for any injury or damage done to the pipe or coating or wrapping and shall use due care in loading and unloading and hauling and shall furnish suitable equipment for accomplishing same.

#### CEMENT PIPE:

Dimensions: Inside diameter, 18 inches, outside diameter 22 inches, - sidewall of pipe not less than  $1 \frac{7}{8}$  inches.

Type: All cement pipe shall be reinforced and of standard manufacture, hard and well seasoned and free from any defects of any nature, and shall be constructed to safely withstand the gravity pressure for which it is intended.

Mixture: All concrete shall be composed of Portland cement, clean Otay sand or sand of equal standard and broken stone or gravel, in the proportion of one sack of cement in the original package weighing not less than ninety-four (94) pounds to two and one-half ( $2\frac{1}{2}$ ) cubic feet of clean Otay sand or sand of equal standard and one (1) cubic foot of broken stone or gravel. The sand shall be uniformly graded from fine to coarse, the coarse grains predominating. The aggregate shall consist of clean, pea gravel or broken stone in size not greater than one-fourth ( $\frac{1}{4}$ ) inch.

In the mixing of concrete a machine mixer of approved type shall be used and shall be operated at the speed for which it is designed and which shall deliver a mix of suitable consistency to form a good completed product. Each batch shall remain in the drum in the mixer for at least one minute.

Concrete shall be deposited immediately after mixing and none that has been partially set shall be used. All forms shall be tightly, securely and substantially built to the required dimensions and secured to prevent movement or deflection during the placing of concrete. Immediately before placing the concrete, all forms shall be thoroughly wet, concrete shall be deposited evenly and immediately spaded or agitated with suitable tools to prevent pockets and produce a concrete of maximum density. Forms shall be removed as soon as the concrete is sufficiently hardened. The concrete shall be kept wet continuously for ten (10) days after making and be watered at least three times per day for six (6) days after the ten (10) day's wetting and shall be followed by a coating of neat cement on the inside of pipe. Reinforcing consists of  $\frac{1}{4}$ " round steel spirals placed three (3) inches apart with three (3) longitudinal  $\frac{1}{4}$ " bars; spiral reinforcing shall be fixed to longitudinal bars to prevent displacement during incorporation.

#### INSPECTION:

An inspector appointed by the City Engineer of the City of San Diego, California, shall inspect and supervise the work and materials and see that all stipulations of these specifications are carried out; The City of San Diego to pay the inspector.

#### PIPE LAYING:

After the trench for the concrete pipe has been brought to grade, the pipe shall be laid therein in the following manner: Each length of pipe shall be exactly to line and grade according to stakes set by the City Engineer all joints to be cemented inside and outside with cement mortar consisting of one part Portland cement and one and one-half parts of clean sand. As soon as the mortar in the joints has sufficiently set, the contractor shall see that the pipe is firmly bedded by proper back-filling around same with earth and the joints sufficiently covered to prevent checking. Any valves, elbows and fittings that are to be placed in the line shall be installed at the pipe contractor's expense. These specials shall be furnished by the contracting parties to the contractor.

#### HAULING AND DISTRIBUTING:

The pipe shall be hauled and distributed at the contractor's expense.

#### GUARANTEE:

The pipe shall be guaranteed against any defective material or workmanship and when installed, shall withstand the maximum gravity pressure for which it is intended; any portion of the pipe which proves defective either as to material or workmanship performed shall be repaired or replaced at the pipe company's expense; this guaranty is to cover a period of

one year from date of completion of the pipe line.

**DELIVERY:**

Upon proper notification of party receiving contract for pipe and installation thereof, they shall be in a position to deliver and lay said pipe within a period of 120 days as specified in accompanying agreement unless delayed by shortage of cars, strikes or causes beyond their control.

**TESTING:**

The contractor shall test the line with water furnished free of expense to him and any leaks that may be developed from faulty material or workmanship shall be replaced or repaired at the contractor's expense and satisfactory to the inspection of the City Engineer.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT AND LEASE OF PIPE LINE between City of San Diego, California, and Henshaw and Fletcher, being Document No. 126762.

(See DRAWING 941-L & 929-L on file)  
(in City Engineer's Office- Also )  
(Blueprint entitled "Exhibit A" )  
(Plat of The Del Mar- La Jolla )  
(Pipe Line )

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 26th day of January, 1920, between The CITY OF SAN DIEGO, a municipal corporation, by a majority of the members of its Common Council, heretofore authorized to act for said City, party of the first part and J. A. McCADDON, of San Diego, California, party of the second part, WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) to be paid annually during the life of this lease on the first day of January of each year of this lease, and in consideration of the covenants and agreements herein contained, the party of the first part hereby lets and leases unto the party of the second part, his heirs and assigns, for a period of fifteen years from and after the thirty-first day of December, 1919, unless sooner terminated under the terms of this lease hereinafter set forth, the exclusive right of drilling, operating for and developing and removing petroleum, oil, naptha, natural gas, asphaltum and other kindred substances in those lands situated in The City of San Diego, County of San Diego, State of California, particularly described as follows, to-wit:

The West one-half of Pueblo Lot 1780, all of Pueblo Lot 1781, and the east one-half of Pueblo Lot 1785, of the Pueblo Lands of The City of San Diego,

Together with the necessary roads and rights of way for pipe lines for oil and water; together, also, with the right to construct and maintain tanks and buildings necessary for storage purposes, and also the right to use necessary water developed by said second party, and also a right of way for telephone lines required for carrying on said business; provided, however, that any pipe lines should be so laid as not to interfere with the ordinary cultivation of said land, and all work herein allowed shall interfere as little as practicable with the cultivation or pasturage of said land.

The said party of the second part covenants and agrees to commence active work to develop said land for oil, gas and other minerals, on or before the 1st day of April, 1920, and further agrees to prosecute said work diligently and continuously and in good faith, until a well thirty-five hundred (3500) feet in depth has been drilled, unless oil or gas have been struck in paying quantities at a lesser depth.

Said party of the second part further covenants and agrees that a well thirty-five hundred (3500) feet in depth will be drilled within twelve (12) months from the date of the execution of this lease, and said party of the second part further agrees that within one hundred days after the completion of the first well said party of the second part will begin the drilling of a second well, and will prosecute the work thereon diligently and continuously and in good faith, and that said party of the second part will thereafter continue drilling similar wells until the whole of said property has been developed by the sinking of at least three (3) wells.

Time is hereby expressly made of the essence of this agreement.

It is hereby further agreed that if said party of the second part shall fail to obtain oil or gas in paying quantities within thirty-six (36) months after the execution of this agreement, said second party shall then cancel and surrender this lease unto the said party of the first part, said second party having, however, the right to remove from said lands all buildings, tanks, pipe lines, telephone lines, engines, boilers, rigs, tools, casing and derricks, except such casing as may then be in place within any wells which by reason of the flow of water should be maintained or capped; and at the termination of this lease, either at the expiration of said fifteen (15) years, or because oil or gas shall not have been found in paying quantities within thirty-six (36) months, said party of the first part shall have the right to select such wells as it desires to maintain or cap, and for any casing so left in said wells by said second party it shall pay unto said second party, the value of such casing at the then market rate.

It is understood and agreed that at the expiration of this lease any and all wells that are then producing oil or gas shall be operated by said first party without any obligation whatsoever to said second party.

In the event that oil or gas, or other hydro-carbon substances, be found and obtained the party of the second part agrees to deliver or pay as royalty to the party of the first part, at the wells to be drilled hereunder, a one-eighth part of all crude oil or petroleum, naptha or maltha which may be produced and saved by the party of the second part from the lease of said premises, which shall remain after taking from said total the quantity required for fuel purposes in said mining and drilling operations. Said one-eighth part of the product of said wells shall be delivered free of charge in the pipe lines and tanks belonging to the said party of the second part.

It is agreed, however, that until pipe lines and tanks are provided, the party of the first part shall furnish barrels of forty-two gallons each for its share of said crude oil or petroleum, naptha or maltha which may be produced from wells upon said premises, and if the party of the first part shall neglect to provide such barrels or other means of transportation for its said portion of said oil, at the time when the deliveries are to be made, the party of the second part may store, transport and sell the same with the remainder or his part of the remainder of said production, and shall account to the party of the first part for the net proceeds of sale of said portion thereof, after deducting from the gross proceeds of such sale the usual charges for making such sales, and for the use of tanks, pipe lines, cars and terminal facilities owned, controlled or used by said party of the second part, and deducting the usual charges for losses, leaks and insurance.

The said party of the second part agrees to keep true and correct accounts showing the production of each and every well sunk by him; to keep and use accurate devices for measuring the output of said wells; to keep books showing such output free and open at all times for the inspection of the party of the first part, or its agents thereunto authorized

by the Common Council of The City of San Diego; and agrees to furnish the said first party, on or about the 15th day of each and every month, a full and correct written statement of all mineral products, if any, from said land for the preceding calendar month.

It is hereby agreed that the said party of the first part shall have the right to elect whether said party of the first part will take the royalties due under the terms of this lease, in oil or in coin, and shall give notice in writing to said second party of such election, immediately after being notified that there is a production of oil obtained upon such premises.

Said second party agrees that he will not suffer any lien to be filed against said land and premises, or any part thereof, for work or labor done, or materials or supplies furnished, during the term of this lease; that if such lien is filed he will defend the same at his own expense, and that if any judgment lien on said premises be filed he will pay and discharge the same within thirty days from and after the filing of such judgment lien, and in case said judgment lien shall not be so discharged within thirty days after the same be filed, then and in that event this lease shall immediately terminate without further action upon the part of the said first party.

Said second party further agrees that said first party or its authorized representatives, shall have at any and all reasonable times, the right to examine and gauge any and all tanks and wells for the purpose of verifying any accounts rendered said first party by said second party.

Upon the failure of said second party to comply fully and fairly with each of the conditions herein set forth within twenty days after notice in writing so to do by the said party of the first part, all rights under this lease shall terminate and be forfeited.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and the said party of the second part has hereunto subscribed his name, this 26th day of January, 1920.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

THE CITY OF SAN DIEGO.  
By Fred A. Heilbron,  
Don M. Stewart,  
Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council

Party of the First Part.

J. H. McCaddon  
Party of the Second Part.

I hereby approve the form of the foregoing Lease, this 13th day of January, 1920.

S. J. Higgins, City Attorney.

By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF CERTAIN PUEBLO LANDS to J. A. McCADDON, being Document No. 126605.

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 12th day of November, 1919, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of The City of San Diego, hereinafter referred to as the City, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the 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 are more particularly described as follows, to-wit:

All that portion of the tide lands of the Bay of San Diego, in the County of San Diego, State of California, according to the map thereof entitled "Official Map showing the location of the line of the Mean High Tide of the Bay of San Diego, San Diego, California," prepared in the office of the City Engineer and dated December 31, 1918, and filed in the office of the County Recorder March 11th, 1919, as Miscellaneous Map No. 18; between Thirty-second Street and Columbia Street, in said City, lying between lines parallel to and distant fifty (50) feet on each side of the present center line of the main track of The Atchison, Topeka and Santa Fe Railway Company.

To have and to hold the said premises and each and every parcel thereof unto the said Lessee for the term of fifty (50) years from and after the 25th day of October, 1919, to and including the 25th day of October, 1969, at a rental of One Dollar (\$1.00) per month.

Said Lessee shall have the right to sublet said lands or any part thereof, provided, however, that said sub-leases are and shall be subject to the same conditions and restrictions as are imposed upon said Lessee by this lease.

The Common Council of said City, and the Harbor Commission of said City, and the people of said City hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, upon the payment to said Lessee of reasonable compensation for damages occasioned by such annulment, change or modification.

It is hereby agreed by and between the parties to this lease, that the said premises shall be used for the erection, construction and maintenance thereon of such railway tracks, buildings, structures, improvements and other facilities as are now, or may be necessary to, or convenient in the conduct or furtherance of the business of the said The Atchison, Topeka and Santa Fe Railway Company, or its successors or assigns.

It is further agreed that The City of San Diego shall not be required at any time during the life of this lease, to make any improvements whatsoever upon, or for the benefit of the said leased lands.

It is further agreed that this lease is made upon the express condition that the said lessee will make such provisions for the disposal of surface storm waters emptying into the Bay of San Diego, at any point where said described tide lands would be reclaimed by the lessee of said tide lands, as may be required of it by the Harbor Commission of The City of San Diego. It is further understood and agreed that the cost of making such provi-

sions for the disposal of such storm waters shall be borne wholly by the said Lessee.

It is further expressly understood and agreed that the execution and acceptance of this lease by the lessee shall not be deemed or construed as an admission on its part that it has not, at the present time, and has not since the 11th day of November, 1880, or will not in the future, have the right, independently of this lease, to construct, re-construct and maintain tracks upon said leased premises, and to operate engines, trains and cars thereon.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego 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.  
By E. J. Henning  
Rufus Choate  
M. V. Moriarty  
Members of the Harbor Commission  
of The City of San Diego, California.  
Lessor.

THE ATCHISON, TOPEKA and SANTA FE RY. CO.

By W. B. Storey,  
President (SEAL)  
Lessee.

FORM APPROVED

Lee F. English  
General Attorney.

ATTEST: G. ?  
Its Assistant Secretary.

APPROVED AS TO FORM

S. T. Bledsoe,  
General Counsel

I hereby approve the form of the foregoing Lease, this 27th day of October, 1919.

T. B. COSGROVE, City Attorney,  
By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDELANDS to ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY, being Document No. 127750.

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 CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of One hundred fifty-six (156) 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 13th day of April, 1920.

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 PARK AVENUE, in said City of San Diego, between the south line of Upas Street and the south line of Lot J, Block 260, Horton's Addition, produced east, 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 CASUALTY AND SURETY 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 14th day of April, 1920.  
S. J. Higgins,

City Attorney of the City of San Diego, California.

I hereby certify that the Common Council of the City of San Diego, did by Resolution No. 25409, passed and adopted on the 12th day of April, 1920, require and fix the sum of \$156.00 as the penal sum of the foregoing undertaking.

(SEAL) ATTEST:

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 12th day of April 1920, 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 The City of San Diego, has been awarded the contract for the work hereinafter mentioned.

Now, therefore, the respective parties hereto do promise and agree as follows, to-wit: Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit:

The furnishing of electric current for the lighting of the west side of PARK AVENUE, in The City of San Diego, California, between the south line of Upas Street produced east and the south line of Lot J, Block 260, Horton's Addition, produced east, together with the

maintenance of the posts, arms, lamps and equipment thereon. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after the 23rd day of December, 1919, to-wit, to and including the 23rd day of December, 1920.

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. 124619, 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 \$623.04, in monthly warrants duly and properly drawn upon that special fund in the hands and under the control of the City Treasurer of said City, designated as "Park Avenue Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of \$51.92, until said sum of \$623.04 shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of \$623.04 shall be paid out of any other fund than said special fund designated as "Park Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement, that this contract is made in pursuance of 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 \$623.04.

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, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed, and its corporate seal to be hereto attached, by its president and secretary, thereunto duly authorized, and the said second party has caused these presents to be executed, and its corporate seal to be hereto attached, by its 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 The 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 Fred A. Heilbron,  
Don M. Stewart,  
Harry K. Weitzel  
Jno. A. Held,  
Virgilio Bruschi  
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

I hereby approve the form of the foregoing Contract, this 12th day of April, 1920.  
S. J. Higgins,  
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY- for Park Ave. Lighting Dist. #1, being Document No. 127903.

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

By Y. A. Jacques Deputy.

#### AGREEMENT

THIS AGREEMENT made and entered into this 12th day of April, 1920, by and between WILLIAM RICHLEY, WILLIAM DOUGHERTY and DONALD SPENCER, of The City of San Diego, California, parties of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, WITNESSETH:

That for and in consideration of the construction and maintenance by the party of the second part of a board walk twelve (12) feet in width extending southerly along the beach of the Pacific Ocean from the northerly line of Niagara Avenue in The City of San Diego, to the existing cement sidewalk now located on the easterly end of the Silver Spray Bath House, said parties of the first part, for and on behalf of themselves, their heirs, executors, administrators and assigns, do hereby agree not to close the present cement sidewalk located along the easterly and southerly sides of said Silver Spray Bath House as a means of egress and ingress for the general public.

Said parties of the first part hereby further agree that in addition to keeping open for the right of egress and ingress for the general public said cement sidewalk lying easterly of the said Silver Spray Bath House, they will also maintain the same and keep the said cement sidewalk in good repair at all times.

That said cement sidewalk shall be kept open at a width of eight (8) feet and the center line of said cement sidewalk is particularly described as follows, to-wit:

Beginning at the intersection of the south line of Newport Avenue produced northwesterly, with a line drawn parallel to and distant 7 feet northwesterly from the northwesterly line of Block 72, Ocean Beach; thence southwesterly on a line parallel to and distant 7 feet northwesterly from the northwesterly line of said Block 72, Ocean Beach, and said northwesterly line of Block 72 produced, a distance of 388.19 feet to a point; thence southwesterly making an angle of 29° 29' 30" to the right, a distance of 176.47 feet to the true point of beginning of said cement sidewalk.

Thence from the true point of Beginning southwesterly making an angle of 19° 24' 30" to the left, a distance of 68.6 feet to a point; thence northwesterly making an angle of 80° 3' 30" to the right, a distance of 99.6 feet to a point; thence southwesterly making an angle of 57° 51' to the left, a distance of 50.8 feet to the southerly end of said cement sidewalk, as shown upon that blueprint attached hereto, marked "Exhibit A" and by reference thereto made a part of this agreement.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands, and the said The City of San Diego has caused this agreement to be executed by its proper officers thereunto duly authorized this 12th day of April, 1920.

Wm. Dougherty  
Wm. Richley  
Donald J. Spencer  
Parties of the First Part.

THE CITY OF SAN DIEGO  
Fred A. Heilbron

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

Don M. Stewart  
Harry K. Weitzel  
Jno. A. Held  
Party of the Second Part  
S. J. Higgins,  
City Attorney.

By Arthur F. H. Wright, Deputy City Attorney.

I hereby approve the form of the foregoing Agreement, this 9th day of April, 1920.

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

On this 12th day of April, in the year one thousand nine hundred and twenty, before me, Arthur F. H. Wright, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William Richley, William Dougherty and Donald Spencer, 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.

Arthur F. H. Wright,  
Notary Public in and for the County of San Diego,  
State of California.

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT with RICHLEY, DOUGHERTY & SPENCER in re sidewalk at Ocean Beach, being Document No. 127921.

(SEE DRAWING 515-B on file in)  
(City Engineer's Office )

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

By ya Jacques Deputy.

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT OF TIDELAND LEASE.

WHEREAS, on the 16th day of October, 1918, The City of San Diego, as lessor, entered into a lease with L. A. Creelman, as lessee, said lease being contained in Document No. 117935, on file in the office of the City Clerk of said City, for certain tide lands on the Bay of San Diego, and lying between the south line of Laurel Street and the easterly line of Twenty-eighth Street, in The City of San Diego, County of San Diego, State of California; and

WHEREAS, the Common Council of The City of San Diego, by Ordinance No. 7915, entitled "An ordinance authorizing the transfer by L. A. Creelman to W. H. Nichols of a lease owned by L. A. Creelman of a certain portion of the tide lands of the Bay of San Diego, and increasing the rental for said tide lands," approved January 13th, 1920, authorized said L. A. Creelman to transfer said lease and his rights thereunder to W. H. Nichols;

NOW, THEREFORE, L. A. Creelman of The City of San Diego, State of California, does hereby sell, assign and transfer to W. H. Nichols of the same place, all of his right, title and interest in and to said lease, and any rights which he may have acquired thereunder.

Said W. H. Nichols hereby accepts said assignment of lease and hereby undertakes and agrees to assume all of the obligations heretofore assumed by L. A. Creelman, as lessee of said lease, and further agrees that this acceptance shall operate as an acceptance of the terms and conditions of said Ordinance No. 7915, and said W. H. Nichols agrees to pay the increased rental provided for in said Ordinance No. 7915.

L. A. Creelman  
W. H. Nichols

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ASSIGNMENT OF TIDE LAND LEASE from L. A. Creelman to W. H. Nichols, being Document No. 127923.

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

By ya Jacques Deputy.

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT OF TIDELAND LEASE

WHEREAS, on the 13th day of April, 1914, The City of San Diego, as lessor, entered into a lease with Lydia C. Kyle and J. Wilbur Kyle, as lessees, said lease being contained in Document No. 75374 on file in the office of the City Clerk of said City, for certain tide lands on the Bay of San Diego, and lying between the south line of Laurel Street and the easterly line of Twenty-eighth Street, in The City of San Diego, County of San Diego, State of California; and

WHEREAS, the Common Council of The City of San Diego by Ordinance No. 7948 entitled, "An ordinance authorizing the transfer by Lydia C. Kyle and J. Wilbur Kyle to A. W. Berry and H. B. Berry of a lease owned by said Lydia C. Kyle and J. Wilbur Kyle of a certain portion of the tide lands of the Bay of San Diego," approved March 16th, 1920, authorized said Lydia C. Kyle and J. Wilbur Kyle to transfer said lease and their rights thereunder to A. W. Berry and H. B. Berry;

NOW, THEREFORE, Lydia C. Kyle and J. Wilbur Kyle of The City of San Diego, State of California, do hereby sell, assign, and transfer to A. W. Berry and H. B. Berry, of the same place, all of their right, title and interest in and to said lease, and any rights which they may have acquired thereunder.

Said A. W. Berry and H. B. Berry hereby accept said assignment of lease and hereby undertake and agree to assume all of the obligations heretofore assumed by said Lydia C. Kyle and J. Wilbur Kyle, as lessees of said lease, and further agree that this acceptance shall operate as an acceptance of the terms and conditions of said Ordinance No. 7948.

Lydia C. Kyle.                      J. Wilbur Kyle.  
A. W. Berry.                        H. B. Berry.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ASSIGNMENT OF TIDELAND LEASE from Lydia C. and J. Wilbur Kyle to A. W. and H. B. Berry, being Document No. 127968.

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 15th day of February, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of The City of San Diego, herein after referred to as the City, and SAN DIEGO AND CORONADO FERRY COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the 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, and as amended by Statutes of 1917, approved May 24th, 1917. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Commencing twelve and five tenths (12.5) feet south of a point eight (8) feet west of the southwest corner of Market and Atlantic Streets, in the City of San Diego, California; thence north twelve and five tenths (12.5) feet to a point on the southerly line of Market Street; thence west and along said southerly line of Market Street thirty-five (35) feet to a point; thence south five hundred fifty-one and six hundredths (551.06) feet to a point; thence south nine degrees, twenty-six minutes (9° 26') west one hundred forty and thirty-four hundredths (140.34) feet to a point; thence south one hundred twenty and five tenths (120.5) feet to a point; thence south twenty-three degrees, thirty-two minutes (23° 32') west four hundred four and sixteen hundredths (404.16) feet to a point on the pierhead line, as established by the Board of Engineer Officers (Corps of Engineers U. S. A.); thence south fifty degrees fifty minutes (50° 50') east and along said pierhead line three hundred ninety (390) feet to a point; thence north two hundred seventy-six and forty-six hundredths (276.46) feet to a point on a curve; the tangent to said curve at said point bears north twenty-seven degrees, fifty-eight minutes, forty-eight seconds (27° 58' 48") west, thence curving to the right in a northwesterly direction, with a radius of five hundred seventy-three and two-tenths (573.2) feet, through an angle of twenty-seven degrees, fifty-eight minutes, forty-eight seconds (27° 58' 48") for a distance of two hundred seventy-nine and nine tenths (279.9) feet to a point; thence north no degrees five minutes thirty seconds (00° 05' 30") east, one hundred seventy-nine and forty-eight hundredths (179.48) feet to a point; thence north nineteen degrees, fifty-six minutes (19° 56') east thirty-two and forty-four hundredths (32.44) feet to a point; thence north no degrees five minutes thirty seconds (00° 05' 30") east six hundred fifty-nine (659.00) feet to a point; thence west twenty-eight and four tenths (28.4) feet to the 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 ending February 15th, 1970, subject to all existing rights, now effective, of the Atchison, Topeka and Santa Fe Railway Company, a corporation, under City Ordinance No. 2199 approved October 31st, 1905, and also subject to any rights which the said Atchison, Topeka and Santa Fe Railway Company may now have or may hereafter acquire in said described premises, at a monthly rental of twenty-five dollars (\$25.00) per month, payable in advance in gold coin of the United States, on the fifteenth day of each and every month during said term, 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 of The City of San Diego, and of the Harbor Commission of said City 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 arbitrarily to readjust and increase the rental at any time as hereinabove provided.

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 Harbor Commission 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, except, however, that no payment to said Lessee of any compensation whatsoever shall be made for any modification of this lease as regards the rental to be paid by said Lessee.

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 for the construction, erection and maintenance thereon of buildings and wharf structures necessary and convenient to carry railway tracks, roadways and other facilities to transport passengers and freight to and from the ferry-boats and property of Lessee, and in the conduct of general ferry and wharf business for hire; provided, however, that no buildings and structures may be constructed thereon until plans and specifications therefor shall have been filed with, and approved by, the Harbor Commission of The City of San Diego; and provided, further, that all buildings or other structures to be erected upon said premises shall be erected in accordance with the ordinances of The City of San Diego.

(2) 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.

(3) 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.

(4) It is expressly understood that the City of San Diego shall not bear any of the costs of any dredging whatever from the said premises to deep water channel.

(5) It is expressly understood that the City of San Diego shall not make any alterations in the bulkhead to suit the convenience of said Lessee in the construction of ways, but on the other hand, any alterations necessary and convenient shall be made at the expense of the said Lessee and shall only be made after consent granted by the said Harbor Commission of The City of San Diego to make such alterations.

(6) It is further stipulated and agreed that the said Lessee shall protect the said bulkhead in such manner as may be directed from time to time by the said Harbor Commission of The City of San Diego.

(7) It is further stipulated and agreed that this lease is made upon the express condition that the said lessee will make such provisions for the disposal of surface storm waters emptying into the Bay of San Diego, at any point where said described tide lands would be reclaimed by the lessee of said tide lands, as may be required of it by the Harbor Commission of The City of San Diego. It is further understood and agreed that the cost of making such provisions for the disposal of such storm waters shall be borne wholly by the said Lessee.

(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 immediately to take possession of said property, and said Lessee shall forfeit all rights and claims thereunder and thereto, 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 Harbor Commission of The City of San Diego 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  
BY Rufus Choate,  
M. A. Graham  
Members of the Harbor Commission,  
of the City of San Diego.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

SAN DIEGO AND CORONADO FERRY COMPANY  
By W. Clayton,  
Lessee.

I hereby approve the form of the foregoing Lease, this 20th day of February, 1920.  
S. J. Higgins, City Attorney.

By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF TIDE LANDS to SAN DIEGO & CORONADO FERRY COMPANY, being Document No. 128219.

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 7th day of April, 1920, 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, Lessor, and S. SALAZAR, party of the second part, Lessee, 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 south half of the southwest quarter of Section 3; the southeast quarter of the southeast quarter of Section 4; the east half of the northeast quarter and the northeast quarter of the southeast quarter of section 9; the northwest quarter, and the northwest quarter of the southwest quarter of section 10; the south half of the south half of section 13; the south half of the southeast quarter, the northwest quarter of the southeast quarter, the southeast quarter of the southwest quarter and the north half of the southwest quarter of section 14; the northeast quarter of the southeast quarter, the south half of the northeast quarter and the northwest quarter of the northeast quarter of section 15; the northeast quarter of the northeast quarter of section 24; all in Township 17 South, Range 3 East, S. B. M., in the County of San Diego, State of California; also the northwest quarter of the northwest quarter of section 19, Township 17 South, Range 4 East, S. B. M., in said County of San Diego, State of California.

For a term of one year from and after the 4th day of March, 1920, at a rental of Two Hundred Dollars (\$200.00) for the said year, payable in advance on the first day of the term.

It is understood and agreed that no gates or fences shall be installed, maintained or operated by said lessee across any existing or contemplated road within the Barrett Reservoir Site, or across any portion of the road over which cement and other materials of construction must be hauled in passing between Barrett Siding and Barrett Dam.

It is further understood and agreed that no gates or fences shall be installed, maintained or operated across existing or modified roadways paralleling the Dulzura Conduit Extension east of the Barrett Reservoir Site where such roadways cross land owned or controlled by said lessee.

Said lessor reserves the right of ingress and egress to and from all parts of the Barrett Reservoir Site, and reserves the right to use such minor portions of such Barrett Reservoir Site for waterpumping and diversion stations as it may in the future deem necessary; said lessor further reserves the right to fence such portions of the Barrett Reservoir Site as may be hereafter reserved by the Board of Water Commissioners of The City of San Diego.

Said lessor further reserves the right to take down and dismantle all those certain barb wire drift fences crossing the Barrett Reservoir Site.

It is further agreed by and between the parties hereto that this lease shall not be

assigned or transferred, nor shall said lessee have the right to sublet the leased premises or any part thereof.

It is further understood and agreed by and between the parties hereto that the above-described land is leased to the said lessee for the purpose of the pasturage of cattle only, and said lessee agrees not to pasture goats or hogs upon said premises.

Said lessor reserves the right to pasture upon said premises such City owned animals as it may desire to pasture thereon.

Said lessor reserves the right to permit the cutting and removal of any and all trees and brush from any part of that reservoir basin known as the Barrett Reservoir.

Said lessee 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 lessor hereby covenants, promises and agrees with the said lessee that upon payment of the said rents and performance of the covenants aforesaid, said lessee shall and may peaceably and quietly have, hold and enjoy said premises for the term aforesaid.

IN WITNESS WHEREOF, the said lessor has caused these presents to be executed by a majority of the members of the Board of Water Commissioners of The City of San Diego, and said lessee has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Charles E. Sumner

Horace B. Day

Horace Aughe

Members of the Board of Water Commissioners of The City of San Diego.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

Sicilio Salazar

Lessee.

I hereby approve the form of the foregoing Lease, this 20th day of March 1920.

S. J. Higgins, City Attorney

By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF LANDS NEAR BARRETT RESERVOIR, to S. SALAZAR, being Document No. 128388.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. 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 17th day of May, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the second part, and hereinafter sometimes designated as the Company, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Company by said City in manner and form as hereinafter provided, said Company hereby covenants and agrees to and with said City to furnish all poles, wires, conduits, lamps, arms, and all other appliances, and the electric current for the lighting of the streets, avenues, boulevards, places, drives and ways in The City of San Diego, California, together with the maintenance of such poles, wires, conduits, lamps and arms, and appliances, for a period of five (5) years from and after the first day of June, 1920, to-wit, to and including the first day of June, 1925; said lights to be constructed at the places designated, and according to the specifications contained in Document No. 128069, on file in the office of the City Clerk of said City, which said document is by reference thereto made a part of this agreement as fully as though written out and incorporated into the body hereof.

Said Company 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 specified in said specifications, 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, and in case said Company is dissatisfied with or feels aggrieved by the decision of said Common Council, then and only in that case may such differences be redressed by the appropriate processes of law.

Said Company agrees to furnish all of said poles, wires, conduits, lamps, arms and other appliances, and said electric current for the lighting of said streets, avenues, boulevards, places, drives, and ways in said The City of San Diego, and maintain such poles, wires, conduits, lamps, arms and appliances, for said period of five (5) years, for the sum of four and 50/100 dollars (\$4.50) per lamp per month. Said rate shall at all times be subject to such change or modification by the Railroad Commission of California as said Commission may, from time to time, direct in the exercise of its jurisdiction. And said Company further agrees to install and maintain lights in addition to those described in Document No. 128069, upon notification from the Common Council so to do, at and for the price of four and 50/100 dollars (\$4.50) per lamp per month, subject to the aforesaid changes by the said Railroad Commission; the said lights to be installed at the places designated by said Common Council, and to be in accordance with the specifications contained in said Document No. 128069; provided, however, that said Company shall not be required by said City to place additional lamps at a distance greater than 760 feet from any arc-lamp now existing.

It is hereby agreed that any change in the location of lamps from those positions mentioned in the plans and specifications contained in said Document No. 128069, shall be made at the expense of The City of San Diego; and it is further agreed that such expense shall be the actual cost to said Company of any required change in location of lamps.

Said Company further agrees to use reasonable diligence in providing a regular and uninterrupted supply of electricity at the lamp terminal, and said Company will rebate to the City any and all sums due said City by reason of the failure, for any cause whatever, of any of said lamps to burn, as required by the provisions of said specifications; and said Company further agrees with said City to repair and relight any lamp which for any cause whatever has ceased to burn, within a reasonable time after notification by the City Engineer of said City, after said lamp has failed to properly burn.

The City shall have the right at all times to make such measurements of electricity as it may deem proper, for the purpose of ascertaining that the said Company is complying with the specifications contained in said Document No. 128069.

And said City, in consideration of the faithful performance by said Company of each, every and all of the agreements and covenants on the part of said Company undertaken by it to be performed, hereby agrees with said Company to pay it the sum of four and 50/100 dollars (\$4.50) per lamp per month, and such additional sums as may be prescribed by said Railroad Commission, for each lamp actually furnishing a light, subject to such rebate as may be made on account of outages. Provided, however, if the said Railroad Commission shall fix

a lower rate for such service, the City shall be required to pay only the said lower rate while the same is in force. And said City will further pay to the said Company at the same rate for any and all other lights that may be established by the Company at the request of the City, in manner and form as above provided. All such payments shall be made monthly in warrants of the said City, duly and properly drawn upon the Street Light Fund of said City, and upon presentation by the Company of its claim therefor in the proper form, and said City agrees to provide and set apart for or transfer to said fund, in so far as it may legally do so, sufficient money to pay for said lights.

Said Company further agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished 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 actions 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 Company further agrees to furnish said City with a certificate of the insurance carrier with whom said Company is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said Company 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 Company further agrees and covenants that neither said Company, 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 Company shall forfeit, as a penalty to said City, ten dollars for each laborer, workman or mechanic employed in the execution of this contract by said Company, 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 Company 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 mutually agreed and understood that said Company shall, and said Company hereby agrees and undertakes to protect and hold harmless the said City from and against any and all damages, cost or expense of whatsoever character, occasioned or growing out of, or in any manner arising from the performance, or attempted performance of the obligations of this contract undertaken by said Company.

And said Company further agrees and herein undertakes to hold said City harmless from any and all claims for the use or infringement of any patent, or claim of patent, or for any cause whatsoever arising by reason of said City entering into the within contract; provided, always, however, that said Company shall not be liable, and shall not be held liable, for damages caused by riots, acts of the public enemy, acts of God, or unauthorized state or municipal interference.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Company has caused its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, this 17th day of May, 1920.

THE CITY OF SAN DIEGO.

By Fred A. Heilbron  
Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

SAN DIEGO CONSOLIDATED GAS AND ELECTRIC CO.

ATTEST:

M. B. Fowler,  
Secretary

By H. H. Jones,  
President.

I hereby approve the form of the foregoing Contract, this 14th day of May 1920.

S. J. HIGGINS, City Attorney.

By Arthur F. H. Wright, Deputy City Attorney.

KNOW ALL MEN BY THESE PRESENTS: That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation created and existing under the laws of the State of California, as principal, and THE AETNA CASUALTY & SURETY COMPANY, a corporation organized and existing under the laws of the State of Connecticut, with its principal place of business in the City of Hartford, in said State, as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, organized and existing under and by virtue of the laws of the State of California, in the penal sum of FIFTY-THREE THOUSAND, SEVEN HUNDRED THIRTY DOLLARS (\$53,730.00), to be paid to the said The City of San Diego, for which payment well and truly to be made, the said San Diego Consolidated Gas & Electric Company and the said The Aetna Casualty & Surety Company, and their and each of their successors and assigns, binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of May, 1920.

THE CONDITIONS OF THE ABOVE AND FOREGOING OBLIGATIONS are such that, whereas, said San Diego Consolidated Gas & Electric Company, as principal, on the 17th day of May, 1920, entered into the above and foregoing contract with the said The City of San Diego, to furnish all poles, wires, conduits, lamps, arms and all other appliances, and the electric current for the lighting of the streets, avenues, boulevards, places, drives and ways in The City of San Diego, California, together with the maintenance of such poles, wires, conduits, lamps and arms, and appliances, for a period of five (5) years from and after the first day of June, 1920, to-wit, to and including the first day of June, 1925, for the prices as in said contract specified, the same to be done in strict compliance with the terms and conditions of said contract, and in accordance with the specifications contained in Document No. 128069, on file in the office of the City Clerk of said City, which said document is by reference thereto incorporated therein and made a part thereof, and also to

protect and hold harmless the said City against all damages, costs or expenses on account of damage to person or property, or for the use or infringement of any patents, or upon any account whatever, arising or growing out of the execution of said contract, all as in said contract specifically set forth.

NOW, THEREFORE, if the said San Diego Consolidated Gas & Electric Company shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract contained on its part to be kept and performed, at the time and in the manner and form therein specified, then this obligation shall be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By H. H. Jones,  
President

(ATTEST:)

M. B. Fowler,  
Secretary.

THE AETNA CASUALTY & SURETY COMPANY.

By Frank A. Salmons  
Resident Vice-President

(SEAL) ATTEST:

M. Sandin,  
Resident Assistant Secretary.

I hereby approve the form of the within Bond, this 15th day of May 1920.

S. J. Higgins, City Attorney.

By Arthur F. H. Wright, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of May 1920.

Fred A. Heilbron,  
Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY to light the streets of the City of San Diego, being Document No. 128409.

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

By Y. A. Jacques Deputy

#### FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, That SPRECKELS BROS. COMMERCIAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and JOHN S. AKERMAN and F. J. BELCHER, JR., as sureties, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of sixteen thousand six hundred dollars (\$16,600.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2d day of June, A. D. 1920.

The condition of the above and foregoing obligation is such that whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish and deliver to said City Portland Cement, upon the terms more particularly and in detail set forth in the annexed contract, and in that certain advertisement for bids, proposal of contractor and specifications filed in the office of the City Clerk of said The City of San Diego on the 15th day of April, 1920, marked Document No. 127988, and endorsed: "Bid Spreckels Bros. Commercial Co. Cement for Barrett Dam." Copies of said advertisement for bids, proposal of contractor 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 specifications for a particular description of the deliveries to be made.

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

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

SPRECKELS BROS. COMMERCIAL COMPANY  
Principal.

By Ernest E. White,  
Secretary

ATTEST:

H. E. Holbrook

John S. Akerman  
F. J. Belcher, Jr.,  
Surety.

ATTEST:

Frank H. Woolman  
STATE OF CALIFORNIA)  
) SS.  
COUNTY OF SAN DIEGO.)

J. F. Belcher Jr. and John S. Akerman 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 free-holder therein.

F. J. Belcher, Jr.  
John S. Akerman.

(SEAL) Subscribed and sworn to before me  
this 7 day of June, 1920.

Albert A. Croghan  
Notary Public in and for the County of San Diego,  
State of California.

I hereby approve the form of the within Bond, this 9th day of June, 1920.

S. J. Higgins

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 Jun 9, 1920.

Harry K. Weitzel  
Don M. Stewart  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council.

CONTRACT FOR CEMENT FOR BARRETT DAM.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 24th day of May, A. D. 1920, 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, acting by and through a majority of the members of the Common Council hereunto duly authorized and a majority of the members of the Board of Water Commissioners of The City of San Diego hereunto duly authorized, hereinafter sometimes designated as the City, and SPRECKELS BROS. COMMERCIAL 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:

## I.

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 in the attached specifications provided, said contractor hereby covenants and agrees to and with said city to furnish and deliver to said city Portland cement, as provided in the specifications attached hereto and made a part hereof, and to furnish and deliver said cement in serviceable cloth sacks, f.o.b. cars at the plant of the Riverside Portland Cement Company, Crestmore, California, for the price of two and 65/100 dollars (\$2.65) per barrel, together with a reasonable sum, not to exceed twenty-five cents (25¢) for each sack so delivered; a like sum to be paid by the contractor to the city for each empty sack returned to said contractor in serviceable condition, f.o.b. cars at the point of delivery stated above.

The contractor agrees to begin delivery of said cement upon receipt of written notice from the Hydraulic Engineer of The City of San Diego within fifteen (15) days after the execution of this contract, and to make deliveries in such quantities not to exceed ten thousand (10,000) barrels per month as may be required by The City of San Diego; all deliveries to be completed on or before September 30th, 1920. It being expressly understood and agreed by both parties hereto that said city will purchase under the terms of this contract at least twenty-five thousand (25,000) barrels of Portland cement.

All cement delivered under the terms of this contract shall be made pursuant to and in conformity with, and the performance of the terms of this contract shall be in strict compliance with the advertisement for bids, proposal of the contractor and the specifications contained in Document No. 127988, filed in the office of the City Clerk of said City on the 15th day of April, 1920, and endorsed: "Bid Spreckels Bros. Commercial Co. Cement for Barrett Dam;" true copies of said advertisement for bids, proposal of contractor and specifications being attached hereto, marked "Exhibit A," by reference thereto incorporated herein and made a part hereof, as though in this paragraph fully set forth.

## II.

In consideration of the delivery of the Portland cement by said contractor herein undertaken, according to the terms of this contract, and the faithful performance of all of the obligations and covenants by said contractor herein undertaken and agreed upon, said contractor shall be paid, as is provided in the specifications attached hereto; provided, however, that said The City of San Diego shall be entitled and said contractor hereby agrees to allow a discount of five cents per barrel delivered under the terms of this contract for cash payment within ten days from the date of invoice, it being expressly understood and agreed that said date of invoice shall be considered as of the date when the monthly estimates of cement actually delivered are returned to the Purchasing Agent of The City of San Diego after having been prepared and signed by the Engineer and approved by the Contractor.

## III.

Said contractor hereby agrees that it will be bound by each and every part of said specifications, and deliver and cause to be delivered all of said cement, as specified in said specifications, as the same may be interpreted by the Hydraulic Engineer of said City.

## IV.

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

## V.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of said The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price.

IN WITNESS WHEREOF, a majority of the members of the Common Council have hereunto set their hands in pursuance of Resolution No. 25522, duly adopted by said Common Council on the 24th day of May, 1920, authorizing such execution, and a majority of the members of the Board of Water Commissioners of The City of San Diego have hereunto set their hands in pursuance of Resolution No. 35, duly adopted by said Board of Water Commissioners on the 19th day of May, 1920, authorizing such execution, as and for the act of said City, and the said contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized this 2 day of June, 1920.

(SEAL) ATTEST:

Allen H. Wright, City Clerk.  
By Y. A. Jacques, Deputy.

THE CITY OF SAN DIEGO.  
By Virgilio Bruschi  
Don M. Stewart  
Harry K. Weitzel  
Jno. A. Held  
Members of the Common Council.  
Charles E. Sumner  
Horace Aughe  
Horace B. Day  
Members of the Board of Water Commissioners of The City of San Diego.  
Spreckels Bros. Commercial Company  
Contractor.

ATTEST:

H. E. Holbrook

By Ernest E. White, Secretary

I hereby approve the form of the foregoing Contract this 22nd day of May, 1920.

S. J. Higgins,

City Attorney of The City of San Diego.

(Exhibit A.)

SPRECKELS BROS. COMMERCIAL CO.

San Diego, Cal., April 14th, 1920.

To the Common Council of the  
City of San Diego, California.

Sirs:-

Pursuant to the foregoing advertisement and notice to bidders, the undersigned bidder

proposes to furnish twenty-five thousand barrels of Cement for the Barrett Dam, and subject to all the requirements and reservations of Ordinance No. 5051, as approved by the voters of the City of San Diego, and in accordance with specifications S-102 attached hereto and made a part hereof. We are pleased to quote you on Riverside Portland Cement, packed in cloth sacks, four sacks of 376 pounds net to the barrel, delivered in carloads, f.o.b. cars at the plant of the Riverside Portland Cement Company, Crestmore, California, a price of Two Dollars and Sixty-five Cents (\$2.65) per barrel. Cloth sack containers are not included in this price, and will be charged, from time to time as cement is shipped, at the price prevailing to our general trade, and a like allowance will be made for all serviceable sacks returned to the factory, Crestmore, California, freight prepaid. At this time we are making a charge of twenty-five cents each for sacks, but this figure is an arbitrary one, used in exchange. It does not represent the real value of a sack, therefore all sacks must be returned and Riverside sacks must not be put into other service or sold. A discount of five cents per barrel will be allowed for cash payment within ten days from date of invoice.

We agree upon acceptance of this proposal to execute a contract with necessary bond, of which contract this proposal and the said advertisement and specifications shall form a part, and to begin delivery of cement within fifteen (15) days after award of Contract and to make deliveries as required by the City of San Diego in quantities not to exceed ten thousand (10000) barrels per month, all deliveries to be completed on or before September 30, 1920. We furthermore agree that in case of our default in executing such contract with necessary bond, the proceeds of the enclosed certified cheque for forty-five hundred and seventy-five (\$4575.00) dollars in favor of the Purchasing Agent of the City of San Diego, shall be and remain the property of the City of San Diego as provided in paragraph 3 of the specifications.

SPRECKELS BROS. COMMERCIAL COMPANY

By Ernest E. White Secretary.

Address:- P.O.Box 1399, San Diego, Cal.

Names of the officers of Corporation:- John D. Spreckels, President.

J. B. Alexander, Vice-Pres. & Mgr.

Ernest E. White, Secretary & Treas.

(EXHIBIT A.)

Specifications No:- S - 102.

C I T Y O F S A N D I E G O.

CALIFORNIA

ADVERTISEMENT, PROPOSAL

and

SPECIFICATIONS.

CEMENT.

Proposals received at San Diego, California, until 11 o'clock A. M. April 15, 1920.

E. D. Williams, Purchasing Agent.

#### CONTENTS.

Advertisement.

Notice to bidders.

Proposal.

Specifications:

General Conditions

1. Form of proposal and signature.
2. Proposal.
3. Certified check.
4. The contract.
5. Contractor's bond.
6. Transfers.
7. Engineer.
8. Contractor.
9. Delays.
10. Suspension of contract.
11. Errors and omissions.
12. Progress estimates and payments.
13. Preference in making award.

Specifications:

Detail Specifications:

14. Definition
15. Chemical limits.
16. Specific gravity.
17. Fineness.
18. Soundness.
19. Time of setting.
20. Tensile strength.
21. Packages and marking.
22. Storage.
23. Inspection.
24. Rejections.
25. Number of samples.
26. Method of sampling.
27. Treatment of samples.
28. Method of test and analysis.

ADVERTISEMENT.

City of San Diego.

San Diego, California,

March 25, 1920.

Sealed proposals will be received at the office of the Purchasing Agent of the City of San Diego, California, until 11 o'clock A. M., April 15, 1920, and will at that hour be opened by the Purchasing Agent of the City of San Diego, for furnishing twenty-five thousand barrels of Portland cement, f.o.b. cars, Manufacturer's Plant.

For particulars address H. N. Savage, Hydraulic Engineer, City of San Diego, City Hall, San Diego, California.

E. D. WILLIAMS,

Purchasing Agent.

#### NOTICE TO BIDDERS.

Each proposal must be accompanied by a check certified by a responsible bank, payable to the order of the Purchasing Agent of the City of San Diego, for an amount not less than five per cent of the aggregate sum of the bid, and so payable as a guarantee that the bidder will enter into the proposed contract if the same is awarded to him, and furnish the bond required by the specifications.

The total amount of cement proposed to be purchased under these specifications is estimated at twenty-five thousand (25,000) barrels. Actual shipping requirements may vary considerably from the advance estimates, and bidders are requested to name a price at which they will furnish such amounts as may be requested during the period covered by the contract and may place a maximum limit on the amount which they are thus willing to furnish, - monthly and total - if they desire to do so. The price bid per barrel shall include the value of the cloth sacks and shall be for delivery f.o.b. cars at the manufacturer's plant. The bidder shall state in the proposal the amount to be allowed the City of San Diego for each sack returned in serviceable condition f.o.b. cars at the delivery point above stated.

After the hour fixed in the advertisement for opening bids, no bidder will be permitted to withdraw his proposal without rendering his certified check subject to forfeiture of the City of San Diego as liquidated damages, as in the case of refusal to execute contract and bond after award.

The envelope enclosing the proposal must be marked "Proposal for cement," and addressed "The Purchasing Agent of the City of San Diego, California."

PROPOSAL.

1920.

To the Common Council of the City of San Diego, California.

Sirs:

Pursuant to the foregoing advertisement and notice to bidders the undersigned bidder proposes to furnish Portland cement as provided in the specifications attached hereto and made a part hereof, and agrees on acceptance of this proposal to execute a contract with necessary bond, of which contract this proposal and the said advertisement and specifications shall form a part, for furnishing and delivering said cement in serviceable cloth sacks, f.o.b. cars at Manufacturer's Plant located at \_\_\_\_\_ for \_\_\_\_\_

( \$ \_\_\_\_\_ ) per barrel, inclusive of sacks. The sum of twenty-five cents (25 cents) will be paid by the contractor to the City of San Diego for each empty sack returned in serviceable condition f.o.b. cars, at the delivery point stated above.

The bidder agrees to begin delivery of cement within fifteen (15) days after award of contract and to make deliveries as required by the City of San Diego in quantities not to exceed ten thousand (10,000) barrels per month, all deliveries to be completed on or before September 31, 1920.

The bidder furthermore agrees that in case of his default in executing such contract with necessary bond, the proceeds of the check accompanying this proposal shall be and remain the property of the City of San Diego, as provided in paragraph 3 of the specifications.

(Corporate seal)

Signature \_\_\_\_\_

Address \_\_\_\_\_

Names of individual member of firm or names and ( \_\_\_\_\_ )  
titles of all officers of corporation. ( \_\_\_\_\_ )

Corporation organized under the laws of the State of \_\_\_\_\_

#### SPECIFICATIONS.

##### General Conditions.

1. Form of proposal and signature. The proposal shall be made on the form provided therefor and shall be inclosed in a sealed envelope marked and addressed as required in the notice to bidders. The bidder shall state in words and in figures the unit prices or the specific sums, as the case may be, for which he proposes to supply the material required by these specifications. If the proposal is made by an Individual it shall be signed with his full name, and his address shall be given; if it is made by a firm it shall be signed with the co-partnership name by a member of the firm and the name and address of each member shall be given; and if it is made by a corporation it shall be signed by an officer with the corporate name attested by the corporate seal. No telegraphic proposal or telegraphic modification of a proposal will be considered.

2. Proposal. Blank spaces in the proposal should be properly filled, the phraseology of the proposal should not be changed and no additions should be made to the items mentioned therein. Unauthorized conditions, limitations or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. If the unit price and the total amount named by a bidder do not agree, the unit price alone will be considered as representing the bidder's intention. A bidder may withdraw his proposal before the expiration of the time during which proposals may be submitted, without prejudice to himself, by submitting a written request for its withdrawal to the officer who holds it. No proposals received after said time will be considered. Bidders are invited to be present at the opening of proposals. The right is reserved to reject any or all proposals to accept one part of a proposal and reject the other and to waive technical defects, as the interests of the City of San Diego may require.

3. Certified Check. Each bidder shall submit with his proposal a certified check for the sum stated in the notice to bidders, payable to the order of the "City Clerk of the City of San Diego," hereinafter styled "City Clerk." The proceeds of said check shall become the property of the City of San Diego if the bidder fails or refuses to execute the required contract and bond within the time specified in Paragraph 4 in case his proposal is accepted. The check of the successful bidder will be returned after execution of his contract and the approval of his bond on behalf of the City of San Diego, and those of the other bidders will be returned at the expiration of forty-five days from the date of opening proposals, or sooner if contract is executed prior to that time.

4. The Contract. The bidder to whom award is made shall enter into a written contract with the City of San Diego and furnish good and approved bond within fifteen days after receiving forms of contract and bond for execution. The contract shall be in the form adopted by the City of San Diego. This form may be examined at the office of the City Clerk, copies will be furnished on request to the parties proposing to bid. If the bidder to whom award is made fails to enter into a contract as herein provided the award will be annulled and an award may be made to the next lowest bidder in the opinion of the officer of the City of San Diego by whom the first award was made, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom an award was made. The advertisement, notices to bidders, proposals, general conditions and detail specifications will be incorporated in the contract. A corporation to which an award is made will be required, before the contract is finally executed, to furnish certificate of its corporate existence and evidence that the officer signing the contract is duly authorized to do so.

5. Contractor's Bond. The contract shall furnish a faithful performance bond in an amount not less than twenty-five per cent. of the estimated aggregate payments to be made under the contract, conditioned upon the faithful performance by the contractor of all covenants and stipulations in the contract.

If, during the continuance of the contract, any of the sureties die, or in the opinion of the Common Council are or become irresponsible, the Common Council may require additional sufficient sureties which the contractor shall furnish to the satisfaction of said Common Council within ten days after the notice, and in default thereof the contract may be suspended by the Common Council and the materials purchased or the work completed as provided in paragraph twelve.

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

7. Engineer. The word "Engineer" used in these specifications or in the contract, unless qualified by the context, means the Hydraulic Engineer of the City of San Diego, California. He will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material and the determination of costs the decision of the Engineer shall be final and binding upon both parties.

8. Contractor. The word "Contractor" used in these specifications or in the contract means the person, firm or corporation with whom the contract is made by the City of San Diego. During the absence of the contractor from the works his foreman or a designated agent shall represent him.

9. Delays. The contractor shall receive no compensation for delays or hindrances. Extension of time will be allowed for unavoidable delays that result from unforeseen causes

or conditions that in the opinion of the engineer are undoubtedly beyond the control of the contractor. An application for an extension of time shall be accompanied by the formal consent of the sureties, but an extension of time, whether with or without the consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force and effect until the discharge of the contract.

10. Suspension of contract. If the contractor fails to begin the delivery of the material as provided in the contract, or fails to maintain the delivery of the material in such a manner as to insure a full compliance with the contract within the time limit, the engineer, after written notice to the contractor, shall have power to suspend the operations of the contract and purchase the materials necessary to complete the contract, in such manner as he may deem proper; or he may, in his discretion, after such notice, purchase any of the materials without suspending the contract. Any cost in excess of the contract price arising from the purchase of material by the engineer, as herein provided, will be charged to the contractor and his sureties, who shall be liable therefor. In the determination of the question as to whether there has been such non-compliance with the contract as to warrant the suspension thereof or to warrant the purchase of material from other parties without suspending the contract, the decision of the Hydraulic Engineer shall be final and binding upon both parties.

11. Errors and Omissions. The contractor will not be allowed to take advantage of any error or omission in these specifications. Suitable instructions will be given when such error or omission is discovered.

12. Progress estimates and payments. At the end of each calendar month the engineer will prepare a statement of the amount of cement delivered to that date under the terms of the contract and an estimate of the value of the same on the basis of the unit price named in the contract. From the total thus computed deduction will be made of all amounts due the City of San Diego from the contractor for supplies or materials furnished or services rendered and any other amounts that may be due to the City of San Diego as damages for delays or otherwise under the terms of the contract. From the balance thus determined will be deducted the amount of all previous payments and the remainder will be paid to the contractor upon the approval of the accounts. When the terms of the contract shall have been fully complied with to the satisfaction of the engineer and when a release of all claims against the City of San Diego under, or by virtue of, the contract shall have been executed by the contractor, final payment will be made of any balance due.

13. Preference in making award. Preference in making award will be given to a branch of cement which has been in continuous and successful use in the State of California for three years.

#### DETAIL SPECIFICATIONS.

14. Definition. Portland cement is the product obtained by finely pulverizing clinker produced by calcining to incipient fusion, an intimate and properly proportioned mixture of argillaceous and calcareous materials, with no additions subsequent to calcination excepting water and calcined or uncalcined gypsum.

15. Chemical limits. The following limits shall not be exceeded:

	Per cent.
Loss on ignition.....	4.00
Insoluble residue.....	0.85
Sulphuric anhydride (803).....	2.00
Magnesia (MgO).....	5.00

16. Specific gravity. The specific gravity of cement shall be not less than 3.10 (s.07 for white Portland cement). Should the test of cement as received fall below this requirement a second test may be made upon an ignited sample. This specific-gravity test will not be made unless specifically ordered.

17. Fineness. The residue on a standard No. 200 sieve shall not exceed 22 per cent. by weight.

18. Soundness. A pat of neat cement shall remain firm and hard, and show no signs of distortion, cracking, checking, or disintegration in the steam test for soundness.

19. Time of setting. The cement shall not develop initial set in less than 45 minutes when the Vicat needle is used or 60 minutes when the Gillmore needle is used. Final set shall be attained within 10 hours.

20. Tensile strength. The average tensile strength in pounds per square inch of not less than three standard mortar briquettes composed of one part cement and three parts standard sand, by weight, shall be equal to or higher than the following:

Age at test	Storage of briquettes.	Tensile strength pounds per square inch.
7 days	1 day in moist air, 6 days in water	200
28 "	1 day in moist air, 27 days in water,	300

The average tensile strength of standard mortar at 28 days shall be higher than the strength at 7 days.

21. Packages and marking. The cement shall be delivered in suitable bags or barrels with the brand and name of the manufacturer plainly marked thereon, unless shipped in bulk. A bag shall contain 94 pounds net. A barrel shall contain 376 pounds net.

22. Storage. The cement shall be stored in such a manner as to permit easy access for proper inspection and identification of each shipment, and in a suitable weather-tight building which will protect the cement from dampness.

23. Inspection. Every facility shall be provided the engineer for careful sampling and inspection at the mill. At least ten days from the time of sampling shall be allowed for the completion of the 7-day test and at least 31 days shall be allowed for the completion of the 28-day test. The cement shall be tested in accordance with the methods hereinafter prescribed. The 28-day test shall be waived only when specifically ordered.

24. Rejection. The cement may be rejected if it fails to meet any of the requirements of these specifications. Cement shall not be rejected on account of failure to meet the fineness requirements if upon retest after drying at 100° C for one hour it meets this requirement. Cement failing to meet the test for soundness in steam may be accepted if it passes a retest using a new sample at any time within 28 days thereafter. Packages varying more than 5 per cent from the specified weight may be rejected; and if the average weight of packages in any shipment as shown by weighing 50 packages taken at random is less than that specified, the entire shipment may be rejected.

25. Number of samples. Tests may be made on individual or composite samples as may be ordered. Each test sample should weigh at least 8 pounds.

(a) Individual sample -- If sampled in cars one test sample shall be taken from each 50 barrels or fraction thereof. If sampled in bins one sample shall be taken from each 100 barrels.

(b) Composite sample -- If sampled in cars one sample shall be taken from 1 sack in each 40 sacks (or 1 barrel in each ten barrels) and combined to form one test sample. If sampled in bins or warehouses one test sample shall represent not more than 200 barrels.

26. Method of sampling. Cement may be sampled at the mill by any of the following methods that may be practicable, as ordered:

(a) From the conveyor delivering to the bins: At least 8 pounds of cement shall be

taken from approximately each one hundred barrels passing over the conveyor.

(b) From filled bins by means of proper sampling tubes:- Tubes inserted vertically may be used for sampling cement to a maximum depth of 10 feet. Tubes inserted horizontally may be used where the construction of the bin permits. Samples shall be taken from points well distributed over the face of the bin.

(c) From filled bins at points of discharge:- Sufficient cement shall be drawn from the discharge openings to obtain samples representative of the cement contained in the bin, as determined at the discharge openings of indicators placed on the surface of the cement directly above these openings before drawings of the cement is started.

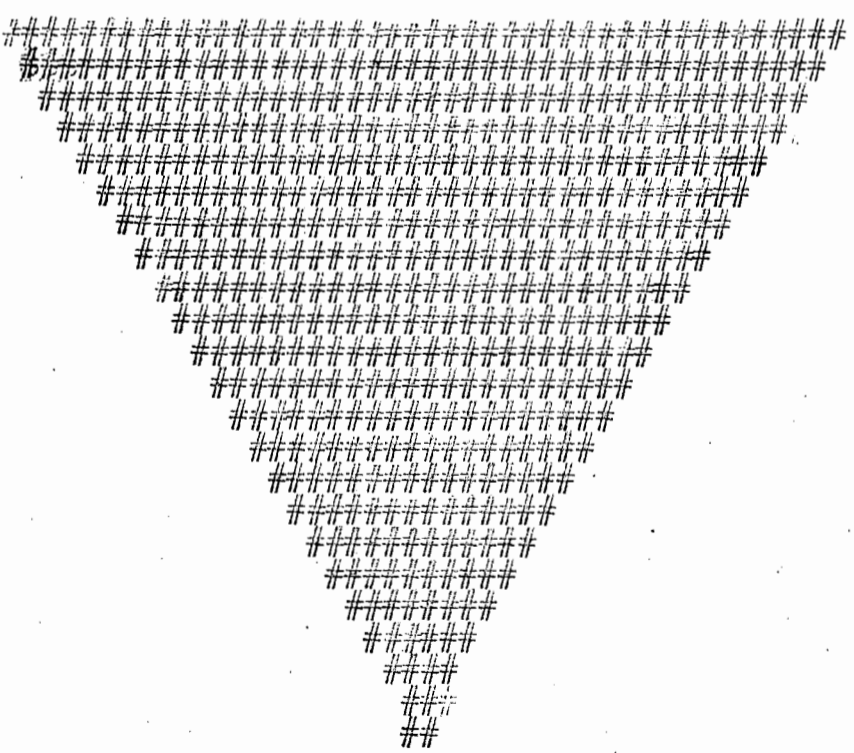
27. Treatment of samples. Samples preferably shall be shipped and stored in air-tight containers. Samples shall be passed through a sieve having 20 meshes per linear inch in order to thoroughly mix the sample, break up lumps, and remove foreign materials.

28. Methods of test and analysis. The methods of making physical tests and chemical analyses under these specifications shall conform to the requirements of Articles 20 to 62, inclusive, of the United States Government Specifications for Portland Cement, published in Circular of the Bureau of Standards No. 33, 3rd edition, issued January 18, 1917, copies of which may be procured from the Superintendent of Documents, Government Printing Office, Washington, D. C., at 10 cents per copy.

PROPOSALS FOR-----  
(Attach Copy of Notice Clipped from Paper)-----  
Pursuant to the foregoing notice and subject to all the requirements and reservations of Ordinance 5051, as approved by voters of City of San Diego, (We I)-----  
do hereby propose and agree to ----  
Presented herewith is a check for the sum of-----Dollars duly certified by the  
-----Bank, payable to the order of the City Clerk of the City of San Diego.  
-----  
Bidder.

STATE OF CALIFORNIA ) ss,  
City and County of San Diego.)  
Ernest E. White being duly sworn, says that he is Secretary of Spreckels Bros. Commercial Company, a corporation, bidders under the notice of the Department of Finance, Ways and Means hereto attached, inviting sealed proposals for furnishing 25,000 barrels of cement for Barrett Dam, that the bid herewith presented is genuine, and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that said corporation, its officers or employees have not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person or firm or corporation to refrain from bidding, and that the said bidders have not in any manner sought by collusion to secure to themselves an advantage over other bidders.  
(Signed) Ernest E. White.  
Subscribed and sworn to before me this 14th day of April, 1920.  
Fred G. Whitehead  
(SEAL) Notary Public.  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with SPRECKELS BROTHERS COMMERCIAL COMPANY to supply Cement for Barrett Dam, being Document No. 128537.

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, JOHN ENGBRETSEN, of The City of San Diego, California, as principal, and D. F. GARRETTSON and F. J. BELCHER, JR., residents of the County of San Diego, State of California, as sureties, 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 Thirty-eight Thousand two hundred (38,200) 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 and assigns, jointly and severally, firmly by these presents.  
Signed by us and dated this 21st day of June 1920.  
The condition of the above and foregoing obligation is such, that whereas, the above bounden principal has entered into the annexed contract with The City of San Diego, to furnish all labor, tools, transportation, material and supplies and other expense of

every kind and description necessary or incidental to the performance of the following work in said City, to-wit: The grading, and paving with one course of Portland cement concrete base and an asphaltum macadam wearing surface, of TIDE STREET, TIDE STREET EXTENSION and MOORE STREET, in The City of San Diego, California, from the easterly line of Harbor Villas produced southeasterly to the southwesterly line of California Street, and the construction upon and in said streets of curbs and culverts; all in accordance with and as shown upon the plans, drawings, profiles, typical cross-sections and specifications therefor contained in Document No. 128236, filed in the office of the City Clerk of said City, and copies of which are on file in the office of the City Engineer of said City; a copy of which plans, drawings, profiles, typical cross-sections and specifications is attached to said contract, marked "Exhibit A," and by reference thereto incorporated therein and made a part thereof;

AND WHEREAS, the aforesaid penal sum of Thirty-eight thousand two hundred dollars (\$38,200.00), 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 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 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 work,' approved March 27, 1897," and approved May 1, 1911.

IN WITNESS WHEREOF, said principal and sureties have hereunto subscribed their names, the day and year first hereinabove written.

John Engebretsen  
Principal  
D. F. Garrettson  
F. J. Belcher, Jr.  
Sureties.

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

D. F. Garrettson and F. J. Belcher Jr. 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 free-holder therein.

D. F. Garrettson  
F. J. Belcher Jr.

Subscribed and sworn to before me this 21st day of June, 1920.

Geo. W. Bowler,  
Notary Public in and for the County of San Diego,  
State of California.

(SEAL)

I hereby approve the form of the within Bond, this 21st day of June, 1920.

S. J. Higgins,

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 21st day of June, 1920.

Fred A. Heilbron  
Don M. Stewart  
Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council

#### B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, JOHN ENGBRETSSEN, of The City of San Diego, California, as Principal, and D. F. GARRETTSON and F. J. BELCHER, JR., residents of the County of San Diego, State of California, as sureties, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Nineteen thousand one hundred dollars (\$19,100.00), 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 heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 21st day of June, 1920.

The condition of the above 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 and other expense of every kind and description necessary or incidental to the performance of the following work in said City, to-wit: The grading, and paving with one course of Portland cement concrete base and an asphaltum macadam wearing surface, of TIDE STREET, TIDE STREET EXTENSION AND MOORE STREET, in The City of San Diego, California, from the easterly line of Harbor Villas produced southeasterly to the southwesterly line of California Street, and the construction upon and in said streets of curbs and culverts; all in accordance with and as shown upon the plans, drawings, profiles, typical cross-sections and specifications therefor contained in Document No. 128236, filed in the office of the City Clerk of said City, and copies of which are on file in the office of the City Engineer of said City; a copy of which plans, drawings, profiles, typical cross-sections and specifications is attached to said contract, marked "Exhibit A," and by reference thereto incorporated therein and made a part thereof;

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 set their hands, the day and year first hereinabove written.

John Engebretsen  
Principal  
D. F. Garrettson  
F. J. Belcher, Jr.  
Sureties.

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

D. F. Garrettson and F. J. Belcher Jr. 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 free-holder therein.

Subscribed and sworn to before me this 21st day of June, 1920.  
 D. F. Garrettson,  
 F. J. Belcher Jr.  
 Geo. W. Bowler,  
 Notary Public in and for the County of San Diego,  
 State of California.

I hereby approve the form of the within Bond, this 21st day of June, 1920.

S. J. Higgins,  
 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 21st day of June, 1920.

Fred A. Heilbron  
 Don M. Stewart  
 Harry K. Weitzel  
 Jno. A. Held  
 Virgilio Bruschi  
 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 21st day of June, 1920, by and 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 JOHN ENGBRETSEN, of The City of San Diego, California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The grading, and paving with one course of Portland cement concrete base and an asphaltum macadam wearing surface, of TIDE STREET, TIDE STREET EXTENSION and MOORE STREET, in The City of San Diego, California, from the easterly line of Harbor Villas produced southeasterly to the southwesterly line of California Street, and the construction upon and in said streets of curbs and culverts.

All of said work to be done strictly in accordance with and as shown upon the plans, drawings, profiles, typical cross-sections and specifications therefor contained in Document No. 128236, filed in the office of the City Clerk of said City on May 5, 1920, and copies of which are on file in the office of the City Engineer of said City; a copy of which said plans, drawings, profiles, typical cross-sections and specifications contained in said Document No. 128236 is attached hereto, marked "Exhibit A," and by reference thereto incorporated herein as fully as if each part thereof were written out plainly herein.

Said contractor agrees to do and perform all of the said work at and for the following prices, to-wit:

Earth excavation, per cubic yard, one (1) cent;  
 Earth embankment, per cubic yard, \$1.20;  
 Pavement, per square foot, 23.45 cents;  
 Curb, per lineal foot, 69 cents;  
 Culverts, curb-inlets and appurtenances, complete, \$1650.00.

Said contractor agrees to commence said work within fifteen (15) days from the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment so that said work shall be completed within one hundred (100) days from the date of the execution of said 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 the Tide Street Improvement Bond Fund of The City of San Diego the said sums hereinabove 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 said work properly performed and completed during the preceding month and in condition to be accepted by said City, and such estimate being made and reported to the Common Council of said City, on finding that said work has been done in accordance with the specifications and to the satisfaction of the City Engineer and Superintendent of Streets of said City, said Common Council will accept the work so estimated to have been done and will determine the amount of said estimate, and after such acceptance by such Common Council and such determination, will cause a certified copy of the resolution accepting said work and determining the amount of said estimate to be delivered to said contractor and filed with the Auditing Committee of said City, and seventy-five per cent. (75%) of the estimated costs and expenses shall be paid out of the said Tide Street Improvement Bond Fund, and twenty-five per cent. (25%) of the said estimated costs and expenses shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said work and the final acceptance of all of said work by the Common Council; when, on proof that all claims for material and labor have been paid, the remaining twenty-five per cent. (25%) of the costs and expenses of said work will be paid to said contractor on his claim therefor, filed with said Auditing Committee.

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 said plans, drawings, profiles, typical cross-sections 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 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 work 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 City Engineer and Superintendent of Streets 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 contract 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 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 The 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 City Engineer or Superintendent of Streets 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 the 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 subscribed his name the day and year in this agreement first above written.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

By THE CITY OF SAN DIEGO.  
Fred A. Heilbron,  
Don M. Stewart,  
Harry K. Weitzel,  
Jno. A. Held,  
Virgilio Bruschi,  
Members of the Common Council.

John Engebretsen,  
Contractor.

I hereby approve the form of the foregoing Contract, this 14th day of June, 1920.  
S. J. Higgins,  
City Attorney.

**SPECIFICATIONS FOR THE IMPROVEMENT OF TIDE STREET, TIDE STREET  
EXTENSION AND MOORE STREET, SAN DIEGO, CALIFORNIA.**

**CULVERTS, CURB INLETS AND APPURTENANCES.**

**1. CONCRETE PIPE CULVERTS:**

(a) Proportioning Materials: All concrete pipe shall be made of Portland cement and aggregates consisting of clean, sharp sand and clean, hard broken stone or washed gravel and shall be made in accordance with the following specifications: The mixture shall be one part Portland cement to three parts of aggregates by volume and such aggregates shall be so proportioned as to give a strong, dense mixture. The materials composing the aggregates shall be graded to fill voids as nearly as practicable and shall be clean and suitable for the purpose. Broken stone or washed gravel to the maximum size of one-half the thickness of the shell of the pipe may be used.

(b) Mixing of Cement Concrete: The proportions of materials as above specified shall be thoroughly and uniformly mixed while dry afterwards adding sufficient water to make the concrete wet, as wet as can be worked and allow moulds to be taken off the pipe as soon as made. The concrete shall be thoroughly tamped in layers while being deposited in the moulds.

(c) Concrete Pipe: Concrete pipe shall be of standard manufacture, hard and well seasoned and free from defects of any nature, and shall be of the dimensions shown on the attached plans, Sheet No. 401 B. All pipe shall be true to pattern, inside and outside surfaces being perfectly concentric and no appreciable variation in the thickness of the shell will be permitted; all pipes which can not be freely fitted into each other will be rejected. The interior of each pipe shall have a smooth, uniform surface, free from seams, pot-holes, lumps and imperfections of any kind. Washing the inside of the pipe with grout or using any compound for this purpose will not be permitted. The body of the pipe, when broken, shall show a dense and uniform texture throughout and shall, when thirty days old, contain not more than four (4) per cent of voids, which shall be determined by immersing a broken portion of the pipe in water for a period of twenty-four (24) hours and then dividing the difference between its weight before being immersed in water and its weight at the end of a period of twenty-four (24) hours immersion by its original dry weight. Each pipe shall have the date of its manufacture plainly marked upon the shell in a conspicuous place and all pipe must be not less than thirty (30) days old when ready to be placed in the trench. All pipe shall be kept wet for a period of seven (7) days from time of removal of molds and shall be wet at least twice a day for a period of eight (8) days from the end of said seven (7) day period.

(d) Inspection: An inspector appointed by the Superintendent of Streets of the City of San Diego, California, shall inspect and supervise the work and material and see that all

stipulations of these specifications are carried out. He shall have unrestricted access to all parts of the work. All tests and measuring shall be done under his personal supervision and the contractor shall furnish him with all facilities and with all tools, appliances and labor necessary for the work, without charge therefor. A final inspection may be made after the pipe has been delivered and all pipe found to be defective in any of the stipulations specified herein, at any time prior to the acceptance of the work, shall be rejected, and the contractor shall replace such defective pipe with pipe of specified quality, without cost to said city.

(e) Soft Earth: All soft or spongy earth, or material, on which concrete pipe is to rest, unless otherwise shown on profile or plan, shall be removed by the contractor to a depth not to exceed two (2) feet and replaced with good earth or gravel of a quality which will pack when moistened and tamped and which shall be moistened and tamped until solid.

(f) Pipe Laying: After the trench for concrete pipe culverts has been brought to grade, the pipe shall be laid therein in the following manner: All pipe previous to being lowered in the trench must be fitted together and matched so that when joined in the trench, there shall be no shoulders or unevenness along the lower side of the pipe. Each length of pipe must be exactly to line and grade according to the stakes set by the City Engineer. All joints shall be flushed with cement mortar composed of one (1) part Portland cement and one (1) part clean, sharp, well graded sand, and the inside of all joints shall be wiped smooth.

(g) Backfilling: As soon as the mortar in the joints has sufficiently set, the pipe shall be firmly bedded by properly backfilling around the same with fine earth, free from rocks and lumps, and such earth shall be well rammed or tamped under and along the sides of the pipe, care being taken not to disturb the line or grade of the pipe. In all cases, the backfilling shall be thoroughly compacted to one (1) foot above the crown of the pipe, after which the trench shall be filled with earth to within one (1) foot of the top of the trench, when it shall be thoroughly compacted by flooding with water; then the remaining portion shall be filled and again compacted by flooding with water. Where there are tunnels, they shall be completely filled with earth and thoroughly compacted as soon as the mortar has set. In backfilling shafts, water shall be used to compact the earth and the work shall be done in the manner as herein prescribed for backfilling trenches.

## 2. MONOLITHIC REINFORCED CONCRETE CULVERTS:

(a) Reinforced concrete culverts shall be constructed in accordance with these specifications and in the location and to the dimensions as shown on the attached plans and profiles.

(b) Concrete:- proportions of: The concrete used in the construction of the reinforced concrete culverts shall be composed of the following materials and proportions:

- (1). One (1) original commercial sack of Portland cement weighing not less than ninety-four (94) pounds.
- (2). Two (2) cubic feet of sand by volume.
- (3). Four (4) cubic feet of broken stone by volume.

(c) Concrete Materials:

(1). Cement: All cement used shall be Portland cement shall conform to all requirements contained in "Specifications for Portland Cement", a copy of which is hereto attached.

(2) Sand: All sand shall be fresh water sand, clean, hard and sharp and shall contain not more than two (2) per cent of foreign matter of any kind. An analysis curve of the sand must lie between the maximum and minimum limits shown on Chart 458-B. The sand shall be of such quality that mortar composed of one (1) part of Portland cement and three (3) parts of sand, by weight, when made into briquettes, shall show a tensile strength (at seven and twenty-eight days) at least seventy (70) per cent of the strength of briquettes composed of one (1) part of the same cement and three (3) parts of standard testing sand by weight. The percentage of water used in making the briquettes of sand and cement shall be such as to produce a mortar of the same consistency as that of the standard testing sand briquettes of standard consistency.

(3) Broken Stone: Broken stone for reinforced concrete shall be clean, hard and durable in quality. It shall be of such size that it will all pass a one (1) inch mesh screen and not more than five (5) per cent shall pass a one-quarter (1/4) inch mesh screen.

(d). Mixing Concrete: The proportions of concrete materials shall be obtained by measurements and no materials shall be used that have not been measured. All concrete shall be thoroughly mixed, either by hand, with hoes or shovels upon a tight platform or with a machine mixer. The necessary requirements for a machine mixer shall be that a precise and regular proportioning of the product as delivered shall be of the required consistency and be thoroughly mixed. Concrete shall be deposited immediately after mixing and no concrete or mortar that has partially set, that is, re-mixing either with or without the addition of water, will not be permitted.

(e). Consistency: The consistency of the concrete shall be what is known as a "wet mixture", sufficient water being used to make a plastic, but not a fluid mass, and such that when tamped the water will flush freely to the surface.

(f). Forms: Forms shall be rigidly placed and shall be of sufficient strength and so graded that they will properly support the weight of the concrete without bulging or settlement and all cracks or openings in the forms shall be plugged in order to prevent leakage of the mortar. The form lumber shall be surfaced one side and two edges in order to insure a proper concrete surface. No forms shall be removed without the consent of the Street Superintendent.

(g). Placing Concrete: Concrete shall be deposited in the forms in layers and thoroughly tamped in such manner as to insure a thoroughly compacted concrete of maximum density. No concrete shall be placed until the reinforcing steel for same shall have been placed and firmly fixed to prevent its displacement. Before placing concrete, all foreign matter, such as shavings, dirt, or debris shall be removed from the forms and the forms thoroughly wet.

(h). Reinforcing Steel: Reinforcing steel shall be of square twisted steel bars of the dimensions as shown on the plans. It shall have an ultimate tensile strength of from fifty-five thousand (55,000) to sixty-five thousand (65,000) pounds per square inch and an elastic limit of not less than one-half of its tensile strength. Test specimens shall bend cold to one hundred and eighty (180) degrees without showing any fracture. The reinforcing bars shall be placed accurately to the position as shown on the plans and rigidly fixed by wiring or other method to prevent displacement. Reinforcing steel must be free from rust, scale or coating of any character that might tend to prevent a proper bond between the steel and the concrete.

(i). Finishing: All portions of the concrete surface exposed to view shall be rubbed smooth and given a wash of neat cement mortar.

## 3. CURB INLETS:

(a). Proportions of Concrete: All concrete used in the construction of curb inlets shall be composed of the following materials

- (1). One (1) original commercial sack of Portland cement weighing not less than ninety-four (94) pounds.

(2). Three (3) cubic feet of sand by volume.

(3). Five (5) cubic feet of screened gravel or broken stone.

(b). Concrete Materials:

(1). Cement: All cement used shall be Portland cement and shall conform to all requirements contained in "Specifications for Portland Cement", a copy of which is hereto attached.

(2). Sand: All sand shall conform to the requirements and tests for same under "Monolithic Reinforced Concrete Culverts".

(3). Broken Stone or Gravel: Broken stone or gravel for plain concrete shall be hard, durable rock, free from all deleterious matter. It shall be of such size that it will be retained on a one-quarter (1/4) inch mesh screen and shall range in size from this minimum to a maximum of two (2) inches in greatest dimension. Not less than thirty-five (35) per cent by weight shall pass a three-quarter (3/4) inch mesh screen.

(c). (Mixing Concrete: The manner of mixing concrete shall be as prescribed under "Monolithic Reinforced Concrete Culverts".

(d). Consistency: The consistency of the concrete shall be such that it will "quake" under light tamping.

(e). Forms: The requirements for forms shall be as specified under "Monolithic Reinforced Concrete Culverts".

(f). Finishing: All exposed surfaces of concrete shall be neatly plastered with a coat of cement plaster one-quarter (1/4) of an inch in thickness, composed of one part of Portland cement and one and one-half parts of coarse, sharp, screened sand, boty by volume. Lamp black shall be added to the cement mortar in the proportions of one-quarter pound to each cubic foot of cement and mixing shall continue until the mortar is of uniform color. The mortar shall be well floated and thoroughly troweled into the body of the concrete before the latter has set, so as to form one compact mass, free from voids. All edges shall be slightly rounded.

(g). Wrought Iron and Steel: Wrought iron and steel shall be of best quality and free from defects and flaws. Each piece of such metal furnished shall correspond in all respects to the dimensions shown on the attached plans.

SPECIFICATIONS FOR THE IMPROVEMENT OF TIDE STREET, TIDE STREET EXTENSION AND MOORE STREET, FROM THE EASTERLY LINE OF HARBOR VILLAS PRODUCED SOUTHEASTERLY TO THE SOUTHWEST-ERLY LINE OF CALIFORNIA STREET, AS PARTICULARLY SHOWN UPON THE PLANS ATTACHED HERETO AND MADE A PART HEREOF.

1. WORK:

The work to be done consists of the grading, paving and construction of the necessary curbs and culverts for the portions of Tide Street, Tide Street Extension and Moore Street as outlined and designated upon the attached plans and described in these specifications.

2. PLANS, ETC:

The work herein provided for is to be done in accordance with the plans, profiles and cross-sections on file in the Office of the City Clerk of the City of San Diego, California, copies of which are on file in the Office of the City Engineer of said city. All work shall, during its progress and on its completion, conform to the lines and levels which may, from time to time, be given by the City Engineer.

3. SUB-GRADE:

The foundation upon which the pavement is to be laid shall be brought to the proper sub-grade as indicated by stakes set by the City Engineer and shall be parallel to the finished surface of the pavement and such distance below as shown on the plans.

4. GRADING:

Grading shall include all filling, the removal of all earth, stone or other material of any nature that may be encountered in preparing the roadway, and shall also include all trimming and shaping required to bring 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 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, however, will not be required to excavate mud or other soft material to a greater depth than two (2) feet below grade. All filling shall be done with good, sound earth. Slopes of embankments shall be in the proportion of one and one-half horizontal to one vertical. The embankments shall be carried up of full width, including slopes, in horizontal layers, not to exceed nine (9) inches in thickness and each layer shall be wet and thoroughly compacted by rolling. 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. No material of a spongy or perishable nature shall be used for filling. The space over which fills are to be made shall first be cleaned of all brush and timber and all other perishable material. After a block or section has been graded as above specified, the surface of the roadway shall be rolled with a roller weighing not less than 400 pounds to the inch width of tire until the surface is unyielding. Whenever practicable, the roadway shall be cross-rolled as well as rolled longitudinally. Depressions made by rolling shall be leveled up with good earth or gravel and again rolled. Such portions of the roadway as can not be reached by the roller and all places excavated below sub-grade and refilled and all pipe trenches and other places that can not be properly compacted by the roller shall be wet and tamped solid 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.

5. PAVEMENT:

The pavement shall consist of a one-course Portland cement concrete base and an asphaltum macadam wearing surface, the thickness of each of which shall be as shown upon the cross-section on the attached plans.

6. CONCRETE BASE:

Upon the sub-grade prepared as above specified and thoroughly wet, there shall be laid a Portland cement concrete base of the thickness shown on the typical cross-section composed of the following materials and proportions, to-wit:

(a) One original, commercial sack of Portland cement weighing not less than nine-four (94) pounds.

(b) Three (3) cubic feet of sand by volume.

(c) Six (6) cubic feet of broken stone or gravel by volume.

7. CONCRETE MATERIALS:

(a) Cement: All cement used shall be Portland cement and shall conform to all requirements contained in "Specifications for Portland Cement", a copy of which is hereto attached.

(b) Sand: All sand shall be fresh water sand, clean hard and sharp and shall contain not more than two per cent of foreign matter of any kind. An analysis curve of the sand must lie between the maximum and minimum limits shown on Chart 458-B. The sand shall be of such quality that mortar composed of one part of Portland cement and three parts sand by weight, when made into briquettes shall show a tensile strength (at seven and twenty-eight days) at least seventy per cent of the strength of briquettes of one part of the same

cement and three parts standard testing sand by weight. The percentage of water used in making the briquettes of sand and cement shall be such as to produce a mortar of the same consistency as that of the standard testing sand briquettes of standard consistency.

(c) Broken Stone or Gravel: Broken stone or gravel shall be hard, durable rock, free from all deleterious matter. It shall be of such size that all will be retained on a one-quarter (1/4) inch screen and shall range in size from this minimum to a maximum of two inches in greatest dimension. Not less than thirty-five (35) per cent and not more than fifty (50) per cent by weight shall pass a three-quarter (3/4) inch screen, it being understood that the Superintendent of Streets has the right to reject any and all material that does not come up to these requirements.

#### 8. MIXING AND PLACING CONCRETE:

All proportions of materials shall be obtained by measurements and no materials shall be used which have not been measured. All mixing shall be done in batch mixers of a type approved by the Superintendent of Streets and mixing shall continue after all the 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. The thickness specified for the pavement shall be held to be the minimum thickness of the finished concrete. Only sufficient water shall be used in the concrete to obtain a workable mix. The contractor will be required to provide a measuring device on his mixer by which the amount of water entering into each batch of concrete can be accurately measured and which will positively prevent the use of more water than that determined as the proper amount. The Superintendent of Streets or his inspectors will make tests of the materials on the ground to determine the quantity of water to be used. Immediately prior to the placing of any concrete, the sub-grade shall be brought to a smooth, even surface and thoroughly wet, but shall show not pools of water when the concrete is placed. The concrete shall then be spread and tamped until mortar flushes up and the surface is smooth and dense and to the required grade and cross-section. Where the surface is not smooth and dense after tamping, it shall be made so by tamping in additional mortar composed of one part of cement and three parts of sand.

No concrete shall be used that shows evidence of having set or that has become unfit for good work from standing too long or from any other cause and no retempering of concrete will be allowed.

#### 9. FINISHING THE CONCRETE:

Immediately after the concrete has been tamped to grade and cross-section, it shall be rolled with an approved metal hand roller not less than twelve (12) inches in diameter. The handle of the roller shall be of a length sufficient to permit of rolling from one edge of the pavement to the other in one operation. Rolling shall continue until free water ceases to come to the surface. After the rolling is completed, the concrete shall be finished to a smooth surface by means of a wooden float of a length not less than the width of the pavement.

#### 10. PROTECTION AND CURING OF CONCRETE:

The concrete shall be covered with canvas or burlap as soon as the finishing is completed, necessary precautions being taken to avoid marring the surface. This covering shall remain on the concrete for at least twenty-four (24) hours and shall be kept continuously wet. After the covering is removed, the concrete shall be kept continuously wet for at least ten (10) days. It shall then be allowed to dry and cure for an additional period of ten (10) days before the wearing surface is applied.

#### 11. ASPHALTUM MACADAM WEARING SURFACE:

(a). General: The asphaltum macadam wearing surface shall conform to the following specifications, it being understood that the intent and purpose of such specifications to cover the standards of the materials used, the arrangement and application thereof in such quantities and in such proportions as will furnish an asphaltum macadam wearing road surface, without reference to width or length, of approximately 3/4" thickness.

(b). Materials: The materials used in these specifications shall be crushed rock, rock screenings and asphaltum.

(1). Crushed rock and Rock Screenings: Crushed rock shall consist of hard, durable rock, having a specific gravity of not less than 3.6, and graded in size from 1/4" to 3/4". Rock screenings shall consist of the product of the rock crusher, crushing the above described rock, which passes a 1/4" screen and is retained on a 10 mesh screen. Both crushed rock and rock screenings shall be free from all sand, dirt, silt and organic matter. Crushed gravel will not be considered as complying with these specifications, either for crushed rock or rock screenings.

(2). Asphaltum: The asphaltum used in this work shall be a natural asphaltum that has been refined, or one made by the distillation of petroleum having an asphaltum base and shall be free from suspended carbon and all insoluble matter. At least ninety-nine per cent of the asphaltum shall be soluble in carbon bisulphide and at least ninety-eight and five-tenths (98.5) per cent shall be soluble in carbon tetrachloride, both at ordinary temperature. The asphaltum shall be soluble in eighty-six (86) degrees Baume gasoline to the extent of at least eighty (80) per cent and not more than ninety-four (94) per cent at ordinary temperature. The asphaltum shall have a penetration of at least one hundred and twenty-five (125) degrees and not more than one hundred and fifty (150) degrees District of Columbia Standard, using one hundred (100) grams of the asphaltum with a number two (2) needle for five (5) seconds at seventy-seven (77) degrees Fahrenheit.

The ductility of the asphaltum shall be at least one hundred (100) centimeters. This test shall be made with a briquette having a cross-section of one (1) square centimeter, and the material shall be elongated at the rate of five (5) centimeters per minute at a temperature of seventy-seven (77) degrees Fahrenheit. Fifty (50) grams of the asphaltum, when heated for five (5) hours at a temperature of three hundred and twenty-five (325) degrees Fahrenheit in a tin dish two and three eighths (2-3/8) inches in diameter by one and one-half (1 1/2) inches high, shall not lose more than three (3) per cent and the penetration at seventy-seven (77) degrees Fahrenheit, after such heating, shall not be less than one-half (1/2) of the original penetration before heating.

(c). Method of Application: After the surface of the concrete base has been thoroughly swept and cleaned and is perfectly dry, asphaltum shall be spread upon it at the rate of 1/2 gallon per square yard of surface by a suitable power distributor at a pressure of not less than 20 pounds per square inch and not in excess of 40 pounds per square inch and at a temperature of not less than three hundred and fifty degrees nor greater than four hundred and twenty-five degrees Fahrenheit. Upon this coating of asphaltum shall be immediately spread crushed rock of the quality herein specified at the rate of 5 pounds per square foot of surface. The material shall be spread in such a manner as will insure a uniform thickness over the entire pavement. The rock thus spread shall then be rolled with a power roller weighing not less than 8 tons until it is thoroughly compacted. When the rolling is completed and all loose material is swept from the surface there shall be another application of asphaltum at the rate of 3/8 gallon per square yard of surface, applied in the manner and at the temperature above specified. Over this shall immediately be spread rock screenings sufficient to absorb all the excess asphaltum, after which the surface shall again be rolled, having the roller pass at least four times over all portions of the

pavement. It will be required to spread approximately 3 pounds of rock screenings per square foot of surface. The contractor will be required to apply additional rock screenings to any spot that develop excess of asphaltum during 15 days after completion.

(d). Traffic: Traffic must not be allowed on the surfacing at any time at which there is asphaltum which has not yet been covered with rock or sand. Traffic may be allowed on the pavement immediately upon its completion.

(ORDINANCE NO. 6300 IS ALSO MADE A PART OF THESE SPECIFICATIONS)

#### SPECIFICATIONS FOR PORTLAND 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 Superintendent of Streets 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 agent 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 the 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 (4) 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%.

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 pounds.

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 seven 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 described.

#### GENERAL REQUIREMENTS.

##### Section 1. WORK AND PLANS:

The contractor shall, for the price bid, furnish all labor, materials and equipment necessary to execute the work in every respect in a thorough, workmanlike manner, in accordance with the plans, profiles and specifications and to the satisfaction of the Superintendent of Streets. All work shall, during its progress and on its completion, conform to the lines, elevations and grades shown on said plans and profiles. A copy of the plans and specifications furnished by the City Engineer shall be kept upon the work at all times during its progress and access thereto shall at all times be accorded the City Engineer or the Superintendent of Streets.

##### Section 2. EXAMINATION OF GROUND:

Bidders must examine and judge for themselves as to the location of the proposed work, the nature of the excavation to be made and the work to be done. The plans for the work will show conditions as they are supposed, or believed by the City Engineer to exist, but it is neither intended nor to be inferred that the conditions as shown thereon constitute a representation by the city or its officers that such conditions are actually existent, nor shall the city or any of its officers be liable for any loss sustained by the contractor as a result of any variance between conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

##### Section 3. SUITABLE APPLIANCES:

The contractor shall use such methods and appliances for the performance of the work embraced under these specifications as will secure a satisfactory quality of work and rate of progress.

##### Section 4. SETTING STAKES:

The contractor shall give twenty-four (24) hours notice in writing when he will require the services of the City Engineer for laying out any portion of the work. The contractor shall dig all holes necessary for line and grade stakes, and shall preserve all stakes set for line, grades or measurements of the work in their proper places until authorized to remove them by the City Engineer. Any expense incurred in replacing said stakes, which the contractor may have failed to preserve, shall be borne by the contractor.

##### Section 5. INSPECTORS:

The contractor shall prosecute the work only in the presence of an inspector authorized by the Superintendent of Streets and any work done in the absence of said inspector shall be subject to rejection. The contractor shall furnish the inspector, the City Engineer and the Superintendent of Streets reasonable facilities for obtaining full information respecting the progress and manner of the work and the character of the materials.

##### Section 6. MATERIALS AND SAMPLES:

All materials must be of specified quality and fully equal to samples, where samples are required. The contractor shall furnish to the City Engineer for test, whenever requested and free of charge, samples of all materials proposed to be used in the work. Rejected material must be immediately removed from the work by the contractor and shall not be brought again upon the work.

##### Section 7. LABOR:

Any superintendent, foreman, laborer or other person employed on the work by the contractor, who fails or refuses to perform the work in the manner specified herein, shall be discharged immediately and such person shall not again be employed on the work.

Section 8. PRESERVATION OF MONUMENTS:

The contractor shall not disturb any monuments or stakes found on the line of the improvements without permission from the City Engineer, and he shall bear the expense of resetting any monuments or stakes which may be disturbed without permission.

Section 9. REMOVING OBSTRUCTIONS:

The contractor shall remove trees where required by the plans or where the proper completion of the work requires their removal. The contractor shall also remove all stone, debris or other obstructions, of whatever kind or character, encountered in making the improvements.

Section 10. HEADERS:

Whenever the pavement to be laid does not terminate against a curb, gutter or other pavement, the contractor shall provide and set upon the line of termination a header of sound plank, two (2) inches in thickness and of a width not less than the thickness of the pavement. The top edge of the plank shall conform to the cross-section of the finished street.

Said headers shall be considered a necessary part of the pavement and shall remain in place when the work is completed and accepted.

Section 11. OBSERVING CITY ORDINANCES:

The contractor shall 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 travel.

Section 12. CROSS STREETS:

No two consecutive cross streets shall be closed at any one time.

Section 13. BARRIERS, LIGHTS, ETC:

The contractor shall erect and keep erected, by night and day, 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 streets while the work is in progress. A red light must be maintained at night at each end of the barrier from sunset until sunrise.

Section 14. PUBLIC UTILITIES:

In case it should be necessary to move the property of any owner of a public utility or franchise, such owner will, upon proper 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 of their property made necessary by the work. The City of San Diego shall also have the privilege of entering upon the street for the purpose of repairing sewers, and water pipes, or making house connections therewith, or repairing culverts or storm drains.

Section 15. NOTICE TO CONTRACTOR:

Notice of any imperfections in the work to any foreman or agent in charge of any portion of the work, in the absence of the contractor, shall be considered as notice to the contractor.

Section 16. DEFECTIVE WORK:

No work which is 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 inspector connected with the work, to point out said defects or deficiency during construction. The contractor shall correct any imperfect work, whenever discovered, before the final acceptance of the work.

Section 17. LOSS OR 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.

Section 18. VARIANCE IN QUANTITIES:

The contractor assumes all risk of variance in any computation or statement of amounts of quantities necessary to complete the work required by the contract and agrees to furnish all necessary labor and materials to fully complete said work in accordance with the plans and specifications and to the satisfaction of the Superintendent of Streets, and should the quantities of any of the work, as shown by the plans, be diminished, then in that event, the cost of such quantities shall be deducted from the contractor's bid at the same unit price as represented by his or their bid.

Section 19. PROTECTION OF WORK AND CLEANING UP:

The contractor shall care for all work until final completion and acceptance of the whole. All damage done to existing improvements by the contractor shall be repaired by him. He shall remove all surplus material and rubbish from the work after its completion and before he makes application for the acceptance of the work.

Section 20. ALLOWABLE VARIATION:

When, in these 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.

Section 21. FINAL INSPECTION:

The contractor shall notify the Superintendent of Streets when he desires a final inspection of the work. The Superintendent of Streets will as soon thereafter as possible, make the necessary examination. If the work is found to be in compliance with these specifications, the Superintendent of Streets will furnish the contractor with a certificate to that effect.

Section 22. DEFINITIONS:

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 Streets", "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.

Whenever the word "city" is used in these specifications, it refers to the City of San Diego, State of California.

(FOR THE FOLLOWING DRAWINGS IN CONNECTION WITH CONTRACT)

SEE THE ORIGINALS ON FILE IN CITY

ENGINEER'S OFFICE.

Drawing Numbers 401-B, 458-B, 956-L, 960-L, 961-L, 962-L, 963-L, 964-L.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with JOHN ENGEBRETSEN for paving TIDE STREET, TIDE STREET EXTENSION AND MOORE STREET, being Document No. 129226.

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

By Y. Jacques Deputy.

AGREEMENT

THIS AGREEMENT, Made and entered into this 21st day of June, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through a majority of the members of the Common Council of said City, hereunto duly authorized, and THE PARAFFINE COMPANIES, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, WITNESSETH:

WHEREAS, the said The City of San Diego, a municipal corporation as aforesaid, is engaged in collecting rubbish within the corporate limits of said The City of San Diego, and is desirous of selling all of the commercial rubbish so collected to The Paraffine Companies, Inc., a corporation, as aforesaid, and The Paraffine Companies, Inc., a corporation, is desirous of buying the same from the said The City of San Diego, a municipal corporation.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter contained, to be kept and performed on the part of the said The Paraffine Companies, Inc., a corporation, hereinafter referred to as the Contractor, and the sums of money hereinafter designated to be paid by said Contractor to said The City of San Diego, a municipal corporation, as aforesaid, hereinafter called the City, it is by said parties mutually agreed as follows:

The said City hereby covenants and agrees to and with the said Contractor to sell, furnish, provide and deliver to said Contractor, at the City incinerator plant at the foot of Eighth Street in said City, or at such place as may hereafter be mutually agreed upon between the parties hereto, all of the commercial rubbish collected by said City south of the San Diego River.

Said Contractor hereby agrees to buy from said City all of the commercial rubbish so collected by said City and to pay to said City the sum of one dollar and sixty-six cents (\$1.66) for each and every ton of commercial rubbish collected by said City, and furnished, provided, sold and delivered by said City to said Contractor as hereinabove provided, for a term commencing on the date of the execution hereof and ending on the 1st day of May, 1923.

The weight of such commercial rubbish is to be taken at the place where said commercial rubbish is delivered by the said City, or at the option of the parties hereto, the railway weight to be taken.

Payment for all such commercial rubbish so sold, furnished, provided or delivered to said Contractor by the City, at the City incinerator plant, during the month, shall be made by the Contractor to the City between the first and fifth days of the next succeeding month.

The Contractor shall have the right and privilege to have the necessary employees, machinery and appliances at said delivery place for the purpose of handling, picking, separating or otherwise treating or disposing, or hauling said commercial rubbish, and shall have the right to handle or treat the said commercial rubbish in any manner it may deem necessary or advisable, and to take, carry or haul away the same in any manner it may deem advisable, subject to the health and police regulations of the said The City of San Diego.

It is further agreed that the Contractor shall have the right, without expense or cost to the City, to send a man with each wagon that the City may have collecting rubbish in said City, for the purpose of separating and sorting the rubbish as it is collected and placed in said wagons; and may, at its own cost and expense, insert partitions in said wagons; provided said Contractor shall not permit or cause to be delayed the collection of rubbish by said City.

The term "commercial rubbish" as used herein, shall include all waste paper, rags, bottles, iron, metal and such other rubbish as said Contractor may desire to take from the rubbish collected by said City.

It is further understood and agreed that up to and including the first day of January, 1921, tin cans shall be included with said commercial rubbish and shall be taken by said Contractor with the commercial rubbish; provided, however, that if for any reason said Contractor finds it cannot use said tin cans and does not remove or take the same away with the other commercial rubbish, said Contractor agrees to pay to the said City the additional sum of twenty-five cents (25¢) per ton for all of the commercial rubbish sold, furnished, provided or delivered, exclusive of tin cans.

Said City agrees, during the term of this contract, to collect said rubbish in said City south of the San Diego River, and to deliver the same to the Contractor as hereinbefore provided.

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 corporation has caused this agreement to be executed on the day and year first above written, and the seals of the respective parties are hereunto affixed.

THE CITY OF SAN DIEGO, a municipal corporation.

By Fred A. Heilbron,

Don M. Stewart,

Harry K. Weitzel,

Jno. A. Held,

Virgilio Bruschi.

Members of the Common Council of said City.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk of said City.

THE PARAFFINE COMPANIES, INC., a corporation

THE PARAFFINE COMPANIES, INC.

ECONOMY PAPER DIVISION.

By J. M. C. Cooper.

I hereby approve of the foregoing Agreement, this 16th day of May 1920.

S. J. Higgins, City Attorney.

By C. G. Selleck, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with PARAFFINE COMPANIES, INC. for sale of Rubbish, being Document No. 128350.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. Jacques Deputy.

LEASE

THIS LEASE made on the 1st day of June, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation, Lessor, and H. D. ALLEN of The City of San Diego, State of California, Lessee, WITNESSETH:

That the lessor for and in consideration of the rents, covenants and agreements here-

inafter mentioned, reserved and contained on the part and behalf of the lessee to be paid, kept and performed, does by these presents demise and let unto the said lessee all that certain real property belonging to The City of San Diego, and situate in the County of San Diego, State of California, and more particularly described as follows:

Pueblo Lot 1102 of the Pueblo Lands of The City of San Diego.

To have and to hold the said premises unto the said lessee from the date of this instrument for and during the full period of one year next ensuing, unless sooner terminated under and in accordance with the provisions of this lease hereinafter contained. Said lessee shall yield and pay as rental for the said premises, unto the said lessor, the sum of twenty dollars (\$20.00), in advance, for the whole term of this lease.

Said lessee agrees to pay said rental immediately upon the delivery of this lease, and further agrees not to assign this lease or his interest in the demised premises, nor permit any other person to improve the demised premises, or make or suffer to be made any alteration therein but unless with the approbation of the lessor in writing first obtained.

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

And the said lessor does hereby covenant and agree that the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold, and enjoy the said premises, without any manner of let, suit, trouble, or hindrance of or from the said lessor.

It is understood and agreed by the said parties that the said lessor may terminate this lease at any time by giving thirty (30) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

It is understood and agreed by the parties hereto that the lands hereby leased shall be used only for the purpose of pasturing stock, and in the event that said lessee shall attempt to use said land for any other purpose, then and in that event this lease shall immediately terminate and expire.

IN WITNESS WHEREOF the said lessee has hereunto set his hand, and the said lessor has caused this instrument to be executed by a majority of the members of the Common Council of The City of San Diego, the day and year first above written.

THE CITY OF SAN DIEGO.

By Jno. A. Held,  
Don M. Stewart,  
Harry K. Weitzel  
Virgilio Bruschi  
Members of the Common Council  
Lessor.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

H. D. Allen,  
Lessee.

I hereby approve the form of the foregoing Lease, this 19th day of May, 1920.

S. J. HIGGINS, City Attorney.

By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE OF PUEBLO LOT 1102 to H. D. ALLEN, being Document No. 128478.

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, ED. D. BARCLAY, 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 Baltimore, 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 Ninety-five hundred dollars (\$9500.00), good and lawful money of the United States, 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 and dated by us this 14th day of June, A. D. 1920.

The condition of the above obligation is such that whereas the above bounden principal, Ed. D. Barclay, 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 labor, tools, appliances, equipment and plant, and all other expenses necessary or incidental to the performance of that certain work described in said contract, in accordance with said contract and with the plans and specifications prepared by the City Engineer of The City of San Diego, and filed in the office of the City Clerk of said City on the 19th day of May, 1920, and marked Document No. 128486, and endorsed "Plans and Specifications for Bulkhead in the Bay of San Diego, near foot Market St.", reference being hereby made to said contract and to said plans and specifications thereto attached, and to said Document No. 128486, and to said plans and specifications contained in said Document No. 128486, for particular description of the work to be done; and

Whereas the aforesaid penal sum of Ninety-five Hundred Dollars (\$9500.00) (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 benefit of all persons, companies, or corporations who perform labor on or furnish material to be used in 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, the said surety will pay the same in an amount not exceeding the sum specified in this bond; provided that said 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, 1907", approved May 1, 1911.

IN WITNESS WHEREOF the said principal and the said surety have caused these presents to be executed, and said surety has caused its corporate seal to be hereunto attached by its authorized officers, the day and year hereinabove written.

Ed D. Barclay  
Principal

UNITED STATES FIDELITY & GUARANTY CO.

By M. G. White (SEAL)

Attorney in fact

Attest;

A. E. Lillicrap

I hereby approve the form of the within Bond, this 14th day of June, 1920.

S. J. Higgins, City Attorney.

By Arthur F. H. Wright, Deputy 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, 1920.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

Jno. A. Held,  
Don M. Stewart,  
Virgilio Bruschi.  
Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS: That we, ED D. BARCLAY, 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 Forty-five Hundred Dollars (\$4500.00), lawful money of the United States of America, to be paid to the 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 and dated by us this 14th day of June, A. D. 1920.

The condition of the above obligation is such that whereas the above bounden principal, Ed D. Barclay, 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 labor, tools, appliances, equipment and plant, and all other expenses necessary or incidental to the performance of that certain work described in said contract, in accordance with said contract and with the plans and specifications prepared by the City Engineer of The City of San Diego and filed in the office of the City Clerk of said City on the 19th day of May, 1920, and marked Document No. 128486, and endorsed, "Plans and Specifications for Bulkhead in the Bay of San Diego, near foot Market St.", reference being hereby made to said contract and to said plans and specifications thereto attached, and to said Document No. 128486, and to said plans and specifications contained in said Document No. 128486, 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 subscribed his name, and the said surety has caused this instrument to be executed and its corporate name and seal to be hereto affixed, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

Ed D. Barclay,  
Principal.

UNITED STATES FIDELITY & GUARANTY COMPANY  
By M. G. White,  
Attorney in fact (SEAL)

ATTEST:

A. E. Lillicrap.

I hereby approve the form of the within Bond, this 14th day of June, 1920.

S. J. Higgins, City Attorney.

By Arthur F. H. Wright, Deputy 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, 1920.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

Jno. A. Held  
Don M. Stewart,  
Virgilio Bruschi.  
Members of the Common Council.

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

THIS AGREEMENT made and entered into in duplicate, in the City of San Diego, County of San Diego, State of California, this 9th day of June, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation located in the County of San Diego, State of California, party of the first part, hereinafter designated as the City, and ED D. BARCLAY, of the City of San Diego, State of California, party of the second part, 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 through its duly authorized agent, in the manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with the said City to furnish all labor, tools, appliances, equipment and plant, and any other expenses necessary or incidental to the performance of that certain work hereinafter specified, and to construct a bulkhead and culvert, and to furnish and place rip-rap for said City, in accordance with the plans and specifications prepared by the City Engineer of The City of San Diego, and filed in the office of the City Clerk of said City, on the 19th day of May, 1920, and marked Document No. 128486, and endorsed "Plans and Specifications for Bulkhead in the Bay of San Diego, near foot Market St.," said specifications consisting of five pages and said plans consisting of one sheet, a true copy of which said specifications is attached hereto, marked "Exhibit A", and a true copy of which said plans is hereto attached and marked "Exhibit B," and all of said specifications and plans, so marked, are each hereby incorporated herein and made a part of this contract as fully as if written out and incorporated into the body hereof.

It is understood and agreed by the parties hereto that the City will furnish for the construction of said bulkhead, all round piles, anchor piles, sheet piles, wales, battens and the necessary cable for back ties, which may be necessary for the construction of said bulkhead, and said City agrees to deliver said round piles, anchor piles, sheet piles, wales, battens, and the necessary cable for back ties, to said contractor, on lighters or rafts or on the ground, in its, the City's option, at such places as may be most convenient to the said City.

Said Contractor hereby agrees that he will be bound by each and every part of said specifications and plans, and agrees to 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 City Engineer of said City, in which case said Contractor agrees to be bound by the interpretation placed upon each said specification or plan by the Common Council.

Said Contractor agrees to construct said bulkhead in the manner hereinabove specifically set out and provided, at and for the price of two dollars and ten cents (\$2.10) per linear foot.

Said Contractor agrees to construct said culvert, furnishing all material therefor, himself, at and for the price of four dollars and sixteen cents (\$4.16) per linear foot.

Said Contractor agrees to furnish rip-rap of the kind provided in said specifications, and to place the same so as to comply with said plans and specifications, at and for the price of two dollars and ninety-five cents (\$2.95) per ton.

Said Contractor agrees to commence said work within not to exceed ten (10) days from the date of the execution of this agreement, and to prosecute the same diligently and with a sufficient force of men and equipment so that the said work, as shown in said specifications and plans, shall be fully completed within sixty (60) days from the date of the execution of this agreement.

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 undertaken by him to be kept and performed, and the acceptance of said work and improvement by the Common Council of said City, will pay to said Contractor, in warrants drawn upon the San Diego Harbor Fund, the prices for said bulkhead, culvert and the furnishing and placing of said rip-rap hereinabove agreed to be accepted by said Contractor for said work, to-wit:

Two dollars and ten cents (\$2.10) per linear foot for said bulkhead;

Four dollars and sixteen cents (\$4.16) per linear foot for said culvert;

Two Dollars and ninety-five cents (\$2.95) per ton for the furnishing and placing of said rip-rap.

Said payment shall be made by said City to said Contractor as follows:

The City Engineer shall, upon the request of the Contractor, but not oftener than once in seven days, make an estimate of the amount of work properly performed and completed 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 City Engineer to be done, shall be paid, and twenty-five per cent (25%) of the whole estimate and all of the work so performed shall remain unpaid until thirty (30) days from the time that the Harbor Commission of the City of San Diego shall notify the Common Council of said City, in writing, that this agreement has been fully and acceptably performed, and thereupon, upon proof that this agreement has been fully performed, and that 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 transfer this agreement, nor any part thereof, to any person without the consent in writing of the Harbor Commission of the City of San Diego and of the Common Council of said City having been first obtained.

Said Contractor further agrees that in the performance of the work agreed to be done hereunder, he will fully protect all work, labor, structures and improvements now completed or under process of completion, located and situated near or adjacent to the areas upon which work is to be done hereunder, and in the event that damage done by reason of negligence or carelessness of said contractor in the performance of the obligations of this contract, to any part or portion of any work, labor, structures or improvements, as above specified, before the final acceptance of said work, said Contractor will repair and replace such damage at his own cost and expense.

Further, said Contractor hereby agrees to hold the 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 the 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 said City from any and all claim and liability by reason of the Workman's Compensation Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees and covenants that neither said Contractor nor any sub-contractor, doing work under 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 (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided covenanted and agreed that said Contractor shall forfeit as a penalty to said City of San Diego, 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 or by 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 not be less than two dollars (\$2.00) per day per man.

If at any time after the day fixed for beginning work, it shall be found that operations are not being carried on at the rate sufficient in the opinion of the said City Engineer 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 equipment and material 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 the City Engineer), of the remaining plant and unused 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 the paragraph last above written, however, shall not be construed to affect the right of the City to annul this contract, nor shall any failure of the City Engineer to take action under this said paragraph, or to annul the contract in case the Contractor fails to make the proper rate of progress, be construed as a waiver of the right of the City to take further action under said paragraph, or to later annul the contract.

The Contractor agrees to keep proper lights each night between sunset and sunrise upon all floating plant connected with said work, and shall be responsible for all damages resulting from any neglect or failure in this respect.

Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink or misplace any plant, machinery or appliance which in the opinion of the City Engineer may be dangerous to or restrict navigation, he shall remove the same with utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions to the City Engineer, and when required shall mark or buoy such obstructions until the same are removed.

Should the Contractor refuse or neglect or delay compliance with the above requirement, such obstruction may be removed by the City Engineer, and the cost of such removal may be deducted from any money due or to become due to the Contractor under the contract, or may be recovered under his bond.

The Contractor shall be responsible that his employees strictly observe the laws of the United States, laws of the State of California, and municipal ordinances and regulations of the City of San Diego, affecting operations under this contract.

The work will be conducted under the general direction of the Common Council and the Harbor Commission of said City, and under the immediate supervision of the City Engineer of said City, and will be inspected by inspectors appointed by said City Engineer, who will enforce strict compliance with the terms of this agreement. The inspectors will keep a careful record of all work done hereunder, but the presence of the inspectors shall not relieve the Contractor or his agents of any responsibility for the proper execution of the

work. The Contractor shall be required to facilitate the work of the inspectors in all possible ways and will on their request, at his expense, furnish such boats, boatmen, laborers, and materials as may be necessary in inspecting and supervising the work. All expense of inspection, prior to the date fixed for completion of the contract, will be borne by the City.

If the Contractor considers any work required of him, to be outside of the requirements of this agreement, or considers any record or ruling of the inspectors or City Engineer as unfair, he shall file with the Common Council of The City of San Diego 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 specifications as in the judgment of the Common Council of the City of San Diego and of the Harbor Commission of the said City, may be necessary or expedient to carry out the contract; provided, that the unit cost to the Contractor for doing the work shall not be increased thereby, and no increase in the unit price over the contract rate shall be paid to the Contractor on account of such change or changes. No greater or lesser unit price than the contract rate will be paid except upon a formal written agreement between the parties hereto.

If in the opinion of the Common Council and the Harbor Commission, of said City, it becomes necessary to modify in any manner the plans and specifications hereto attached and marked "Exhibit A" and "Exhibit B", then and in that event and in order to comply with the terms of this contract, the modification of said plans and specifications may be made and shall become binding upon the parties hereto only after the acceptance of such modification or modifications by the parties to this agreement and after their agreement, in writing, accepting said modification, whereupon a copy of said written agreement, together with said modification, shall be filed in the office of the City Clerk of said City.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, 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 by resolution of said Common Council to that effect.

Upon completion of the work said Contractor shall remove his plant and all appliances from said work.

It is understood and agreed by and between the parties hereto that said City, acting by and through its Harbor Commission, may extend or diminish the length of the bulkhead wall agreed to be constructed, and to increase or diminish the quantity of rip-rap to be deposited, and said Contractor will be allowed no claim for the reason that any quantities in the improvements actually constructed were greater or less than that indicated on the drawing.

IN WITNESS WHEREOF the said Contractor has hereunto set his hand, and The City of San Diego has caused this agreement to be executed on its behalf by a majority of the members of the Common Council of said City, and by a majority of the members of the Harbor Commission of said City whereunto duly authorized.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

THE CITY OF SAN DIEGO  
By Harry K. Weitzel  
Don M. Stewart,  
Jno. A. Held  
Vargilio Bruschi.  
Members of the Common Council  
of The City of San Diego.

Rufus Choate  
M. A. Graham  
Members of Harbor Commission of  
said City.

Ed D. Barclay,  
Party of the Second Part.

I hereby approve the form of the foregoing Contract this 9th day of June, 1920.

S. J. Higgins, City Attorney.

By Arthur F.H. Wright, Deputy City Attorney.

SPECIFICATIONS FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE  
TIDE LANDS OF THE CITY OF SAN DIEGO, CALIF.

The improvements consist of a wood sheet piling bulkhead, faced with rip-rap, to be constructed on a line parallel to and 15 feet inshore from the U. S. Bulkhead Line, and the extension of the existing culvert to an outlet through the bulkhead to be constructed. The work to be done is the construction of the above mentioned improvements, according to these specifications and at the location and according to the plans shown on Drawing No. 969 L, which drawing is hereby made a part of these specifications.

BULKHEAD:

Round piles are to be of Douglass Fir, free from cracks, splits and holes, sound and straight, and not less than 14 inches in diameter at the butt. Their lengths shall be not less than that shown on the drawing. Sheet piles and wales shall be of oregon Pine and of the dimensions shown on the drawing. Each piece of timber for this purpose shall be sound and straight and free from any defect which might impair its strength or durability. Sheet piling must be driven as closely together as possible. Wales will be fastened to the round piles by means of drift pins and the sheet piling will be spiked to the upper wale. Anchor piles shall be not less than 10 inches in diameter and shall be driven so that their tops shall be only sufficiently above the mud or water to afford place for the back ties. In no case shall an anchor pile project above elevation 0.0. Back ties shall be 5/8"-7 wire, galvanized guy rop or wire cable equally strong. The rope shall be looped around the anchor pile and around the round pile at the upper wale. The ends shall then be fastened together with clamps. The two members of the tie shall then be twisted by means of a stick inserted between them, until the tie is in firm tension. If cable or other than galvanized wire rope is used, it must first be immersed in a bath of hot asphaltum until all the strands are thoroughly coated. This treatment of the cable will be done by the contractor and the expense connected therewith will be borne by him, whether he furnishes the cable or whether it is furnished by the City of San Diego. Battens of 1" x 4" redwood lumber are to be nailed over each crack between adjoining sheet piles. Rip-rap shall be deposited against the face of the bulkhead wall for its entire length. Stone for this purpose shall be crushed, quarried stone, of firm texture and of a specific gravity not less than 2.64. The size of the crushed rock shall be such that all will pass through a 10 inch ring and all will be retained on a 1/2 inch mesh screen. At least 50 per cent and not more than 70 per cent by weight of the total aggregate shall be material that will be retained on a 2 inch mesh screen. The total of the rock used shall be so placed in the wall that the relative proportions of the different sizes of stones shall be practically the same in any section of the wall, and the interstices between the larger stones shall be filled with the smaller stones as the work progresses. The material used and the manner of constructing the wall shall be under the inspection of the engineer in charge and all material found oversize,

undersize, or unsuitable will be condemned and must be immediately removed from the work. If the contractor so elects, he may defer placing the rip-rap until after the fill to be made behind the bulkhead shall have hardened sufficiently to sustain loads upon it. The work of rip-rapping, however, must be completed within three (3) months after the filling behind the bulkhead is finished.

Where the line of the proposed bulkhead crosses existing wharves, and it is not possible to drive piles and construct the bulkhead according to the typical section shown on the drawing, 3" x 12" plank shall be laid horizontally against the bents of the existing wharves, and 6" x 8" posts placed at the centers of spans so formed, with back ties at top and bottom.

#### CULVERT:

The culvert shall be 24" inside diameter, constructed of 16 gauge corrugated iron. The corrugations shall be not less than 2 $\frac{1}{2}$ " nor more than 2-3/4" in width and not less than  $\frac{1}{2}$ " in depth. The metal composing the pipe shall contain not less than 99.84 per cent of pure iron. At longitudinal joints there shall be one rivet in each rivet in each corrugation and at circumferential joints the rivets shall be spaced not farther apart than eight (8) inches from center to center. The exposed end of the pipe shall be strengthened with a steel rod not less than 1/2" in diameter, folded in the end of the sheet forming the end section. The corrugated pipe shall be connected to the end of the existing concrete culvert and carried on a uniform grade through the bulkhead. A tight fitting joint must be made at the junction of the corrugated pipe with the cement pipe by casting a collar of cement mortar around the joint and supporting it on planking to prevent settlement. All openings in the bulkhead wall around the pipe shall be caulked or plugged.

#### GENERAL REQUIREMENTS:

The contractor will be assumed to have visited the site of the proposed improvements and made himself familiar with the conditions existing there, and with the facilities for carrying on the work and the difficulties that may be encountered in its execution.

The Harbor Commission of the City of San Diego reserve the right to extend or diminish the length of the bulkhead wall and to increase or diminish the quantity of rip-rap to be deposited and the contractor will be allowed no claim for the reason that any quantities in the improvements actually constructed were greater or less than that indicated on the drawing. All work shall be executed in every respect in a thorough and workmanlike manner. The sheet piling must be driven on as nearly a true line as possible, the piles vertical and close together. Their tops must not vary more than one (1) inch above or below the elevation shown. If in any case it is not possible to drive a sheet pile or a round pile to the required penetration without damage, that pile may be cut off at the proper elevation on permission of the engineer in charge.

Any overseer, foreman, 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 immediately discharged and not again be employed on the work under this contract.

All loss or damage arising from unforeseen obstructions or difficulties which may be encountered in the prosecution of the work, or from any action of the elements, or from any act or omission not authorized by these specifications, on the part of the contractor, or any person or agent employed by him, shall be borne by the contractor.

No work that may be deficient in any of the requirements of these specifications will be accepted because of the failure of the engineer in charge or any inspector connected with the work, to point out such deficiency during construction, and the contractor shall correct any defective work whenever discovered, before final acceptance of the work.

All work must be done to the satisfaction and under the direction of the engineer in charge, and all questions and disputes with regard to the intent and interpretation of these specifications and drawings and the estimates and measurements of material and work, shall be referred to him, and his decision shall be final.

The contractor will be required to hold the City of San Diego, or any official or employee of it, either in an official or personal capacity, harmless from liability caused by injury to person or property.

Whenever the words "engineer in charge" are used in these specifications, they refer to the City Engineer of the City of San Diego, California, or his representative.

On request of the contractor, payment will be made for 75 per cent of work completed. Within thirty (30) days from the acceptance of the work by the Harbor Commission of the City of San Diego, after the completion of the contract, according to these plans and specifications, final settlement will be made with the contractor on the basis of the number of tons of rip-rap actually in place in the wall, the number of linear feet of completed bulkhead wall, and the number of linear feet of culvert pipe laid and connected.

Alternate bids will be received for the construction and completion of the proposed improvements under the following conditions:

(a). The contractor agrees to furnish all material, labor, tools, equipment, bear all expenses and construct the proposed improvements according to these plans and specifications.

(b). The Harbor Commission of the City of San Diego will furnish all round piles, anchor piles, sheet piles, wales, battens and the necessary cable for back ties, delivered at the work. The contractor agrees to furnish all labor, tools, and equipment, bear all expenses, furnish all material not specified above in this paragraph, and construct the proposed improvements according to these plans and specifications. This paragraph is not to be construed as meaning that the Harbor Commission will deliver the material to be furnished by it directly to the pile driver or to the exact place where said material is to be used, but will be delivered in rafts or on the ground at places most convenient according to the method of delivery.

Bids under either plan will be received at a price per ton of rip-rap in place in the wall, a price per linear foot of completed bulkhead wall and a price per linear foot of culvert pipe laid and connected.

(DRAWING NO. 969-L ON FILE IN ENGINEER'S OFFICE IS MADE PART OF CONTRACT).

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with ED D. BARCLAY for construction Bulkhead near foot Market Street, being Document No. 129147.

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 21st day of June, 1920, between THE CITY OF SAN DIEGO, a municipal corporation, by a majority of the members of its Common Council, heretofore authorized to act for said City, party of the first part, and S. L. LANG, of San Diego, California, party of the second part, WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) to be paid annually during the life of this lease on the first day of July of each year of this lease, and in on the first day of July of each year of this lease, and in consideration of the covenants

and agreements herein contained, the party of the first part hereby lets and leases unto the party of the second part, his heirs and assigns, for a period of fifteen years from and after the first day of July, 1920, unless sooner terminated, under the terms of this lease hereinafter set forth, the exclusive right of drilling, operating for and developing and removing petroleum, oil, naptha, natural gas, asphaltum and other kindred substances in those lands situated in The City of San Diego, County of San Diego, State of California, particularly described as follows, to-wit:

All of Pueblo Lots 1272, 1293, 1294 and 1309 of the Pueblo Lands of The City of San Diego, lying north of the San Diego River,

Together with the necessary roads and rights of way for pipe lines for oil and water; together, also, with the right to construct and maintain tanks and buildings necessary for storage purposes, and also the right to use necessary water developed by said second parties, and also a right of way for telephone lines required for carrying on said business; provided, however, that any pipe lines should be so laid as not to interfere with the ordinary cultivation of said land, and all work herein allowed shall interfere as little as practicable with the cultivation or pasturage of said land.

The said party of the second part covenants and agrees to commence active work to develop said land for oil, gas and other minerals, on or before the 1st day of July, 1920, and further agrees to prosecute said work diligently and continuously and in good faith, until a well thirty-five hundred (3500) feet in depth has been drilled, unless oil or gas have been struck in paying quantities at a lesser depth.

Said party of the second part further covenants and agrees that a well thirty-five hundred (3500) feet in depth will be drilled within nine (9) months from the date of the execution of this lease, and said party of the second part further agrees that within one hundred days after the completion of the first well said party of the second part will begin the drilling of a second well, and will prosecute the work thereon diligently and continuously and in good faith, and that said party of the second part will thereafter continue drilling similar wells until the whole of said property has been developed by the sinking of at least twelve (12) wells.

Said party of the second party further agrees that he will deposit in the City Treasury of The City of San Diego, the sum of one thousand dollars (\$1000.00) as a guaranty that he will, within the time specified in this lease, commence actual operations in sinking a well on some portion of said described property, and when a standard rig is erected thereon and actual operations commenced, said sum of one thousand dollars (\$1000.00), so deposited will be returned to said party of the second part.

Time is expressly made of the essence of this agreement.

It is hereby further agreed that if said party of the second part shall fail to obtain oil or gas in paying quantities within thirty-six (36) months after the execution of this agreement, said party of the second part shall then cancel and surrender this lease unto the said party of the first part, said second party having, however, the right to remove from said lands all buildings, tanks, pipe lines, telephone lines, engines, boilers, rigs, tools, casings and derricks, except such casing as may then be in place within any wells which by reason of the flow of water should be maintained or capped; and at the termination of this lease, either at the expiration of said fifteen (15) years, or because oil or gas shall not have been found in paying quantities within thirty-six (36) months, said party of the first part shall have the right to select such wells as it desires to maintain or cap, and for any casing so left in said wells by said second party it shall pay unto said second party, the value of such casing at the then market rate.

It is understood and agreed that at the expiration of this lease any and all wells that are then producing oil or gas shall be operated by said first party without any obligation whatsoever to said second party.

In the event that oil or gas, or other hydro-carbon substances, be found and obtained the party of the second part agrees to deliver or pay as royalty to the party of the first part, at the wells to be drilled hereunder, a one-eighth part of all crude oil or petroleum, naptha or maltha which may be produced and saved by the parties of the second part from the lease of said premises, which shall remain after taking from said total the quantity required for fuel purposes in said mining and drilling operations. Said one-eighth part of the products of said wells shall be delivered free of charge in the pipe lines and tanks belonging to the said party of the second part.

It is agreed, however, that until pipe lines and tanks are provided, the party of the first part shall furnish barrels of forty-two gallons each for its share of said crude oil or petroleum, naptha or maltha which may be produced from wells upon said premises, and if the party of the first part shall neglect to provide such barrels or other means of transportation for its said portion of said oil, at the time when the deliveries are to be made, the party of the second part may store, transport and sell the same with the remainder or his part of the remainder of said production, and shall account to the party of the first part for the net proceeds of sale of said portion thereof, after deducting from the gross proceeds of such sale the usual charges for making such sales, and for the use of tanks, pipe lines, cars and terminals facilities owned, controlled or used by said party of the second part, and deducting the usual charges for leases, leaks and insurance.

The said party of the second part agrees to keep true and correct accounts showing the production of each and every well sunk by him; to keep and use accurate devices for measuring the output of said wells; to keep books showing such output free and open at all times for the inspection of the party of the first part, or its agents thereunto authorized by the Common Council of The City of San Diego; and agrees to furnish the said first party, on or about the 15th day of each and every month, a full and correct written statement of all mineral products, if any, from said land for the preceding calendar month.

It is hereby agreed that the said party of the first part shall have the right to elect whether said party of the first part will take the royalties due under the terms of this lease, in oil or in coin, and shall give notice in writing to said second party of such election, immediately after being notified that there is a production of oil obtained upon such premises.

Said second party agrees that he will not suffer any lien to be filed against said land and premises, or any part thereof, for work or labor done, or materials or supplies furnished, during the term of this lease; that if such lien is filed he will defend the same at his own expense, and that if any judgment lien on said premises be filed he will pay and discharge the same within thirty days from and after the filing of such judgment lien, and in case said judgment lien shall not be so discharged within thirty days after the same be filed, then and in that event this lease shall immediately terminate without further action upon the part of the said first party.

Said second party further agrees that said first party or its authorized representatives, shall have at any and all reasonable times, the right to examine and gauge any and all tanks and wells for the purpose of verifying any accounts rendered said first party by said second party.

Upon the failure of said second party to comply fully and fairly with each of the conditions herein set forth within twenty days after notice in writing so to do by the said party of the first part, all rights under this lease shall terminate and be forfeited.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of

San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and the said party of the second part has hereunto subscribed his name, this 21st day of June, 1920.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

By THE CITY OF SAN DIEGO.  
Fred A. Heilbron,  
Don M. Stewart,  
Harry K. Weitzel,  
Jno. A. Held,  
Virgilio Bruschi.  
Members of the Common Council  
of The City of San Diego.  
Party of the First Part.

S. L. Lang,  
Party of the Second Part.

I hereby approve the form of the foregoing Lease, this 7th day of June, 1920.

S. J. Higgins, City Attorney,

By Arthur F.H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE with S. L. LANG for Pueblo Lots 1272, 1293, 1294 and 1309, being Document No. 129160.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

#### AGREEMENT OF LEASE

THIS AGREEMENT, made and entered into this 17th day of March, 1920, between The City of San Diego, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, and C. G. Wilson, of Hill, California, hereinafter called the Lessee; WITNESSETH:

That the said City does by these presents, demise and lease unto the said lessee, the following described property, in the County of San Diego, State of California, to-wit:

All of Pueblo Lot No. 1353, of the Pueblo Lands of The City of San Diego, County of San Diego, State of California, for a term commencing January 1st, 1920, to and including the 31st day of October, 1920, at a rental for said period, of thirty dollars (\$30.00), payable in advance on the first day of said term.

It is further agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises or any part thereof, without permission of the Common Council of the said The City of San Diego.

It is further agreed by and between the parties hereto that the above described land is leased to said lessee for agricultural purposes and for no other purpose or purposes.

The said lessee does hereby covenant and promise and agree that he will till not less than twenty-five acres of land in said Pueblo Lot, and shall keep said premises in repair, reasonable wear and damage by the elements excepted.

And it is further agreed that if any rent shall be due and unpaid or any default shall be made in any of the covenants herein contained, then it shall be lawful for the said City to re-enter said premises and remove all persons therefrom.

And the said lessee does hereby covenant, promise and agree to pay the said City the said rent in the manner herein 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 City does hereby covenant, promise and agree, that the said lessee, paying the 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, the said City has caused these presents to be executed by a majority of the members of the Common Council of said City, and the said lessee has hereunto set his hand the day and year first above written.

THE CITY OF SAN DIEGO.  
Fred A. Heilbron  
Don M. Stewart,  
Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council  
C. J. Wilson,  
Lessee.

I hereby approve the form of the within Agreement of Lease, the 15th day of March, 1920.

S. J. Higgins, City Attorney.

By Arthur F.H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE to C. G. WILSON of Pueblo Lot 1353, being Document No. 127535.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

#### LEASE

THIS LEASE, made and entered into on this 2nd day of August, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation, by a majority of the members of its Common Council, heretofore authorized to act for said City, party of the first part, and A. E. UPPER of the City of San Diego, State of California, party of the second part, WITNESSETH:

That in pursuance of, and in accordance with, Ordinance No. 8055 of the ordinances of The City of San Diego, and the said party of the first part does by these presents demise and lease unto the said party of the second part, the south half of Pueblo Lot No. 1332 of the Pueblo Lands of The City of San Diego, for a term of fifteen years from and after the first day of August, 1920.

It is further understood and agreed by and between the parties hereto that this lease shall not be assignable nor transferable, nor shall said party of the second part have the right to sublet the leased premises, or any part thereof. And it is further agreed that in case the said party of the second part shall attempt to transfer this lease, then and in that event this agreement shall become null and void, and this lease shall terminate, and all right and interest in and to the said above-described premises shall

revert to the said party of the first part. A majority of the electors of The City of San Diego, voting at any election at any time hereafter, may repeal, change or modify this lease.

It is hereby understood that the above described premises is hereby leased for the purpose of enabling said party of the second part to prospect for and remove any kind of clay, lime or mineral other than oil, petroleum, naptha, natural gas, asphaltum and other kindred substances, and for no other purpose.

And the said party of the second part does hereby covenant, promise and agree to pay to said party of the first part, the sum of One Dollar (\$1.00) per year, payable annually on the first day of August of each year during the life of this lease; and further agrees to deliver or pay as royalty to the said party of the first part, a one-eighth royalty of all clay, lime or other mineral mined from said premises. Said one-eighth part of the clay, lime or other mineral mined from said premises shall be delivered free of charge to said first party upon said premises each month.

And the said party of the second part agrees to keep true and correct accounts showing the amount of clay, lime or other mineral mined from said premises, to keep books showing such output free and open at all times for the inspection of the party of the first part, or its agents thereunto authorized by the Common Council of The City of San Diego; and agrees to furnish the said first party, on or about the 1st day of each and every month, a full and correct written statement of all products, if any, mined from said premises for the preceding calendar month.

Should any of the rentals above reserved remain due and unpaid for a period of thirty (30) days, then the party of the first part may cancel this lease at its option, and in such event the said party of the second part agrees to surrender possession of the premises at once, and remove such of its equipment as may be on the premises.

It is further agreed by the parties hereto that any road now existing and running through the said described property shall at all times be open for public travel, unobstructed by the said party of the second part, or his operations of said land.

And the said party of the first part does hereby covenant, promise and agree that the said party of the second part, upon paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy said premises for the term aforesaid, and at the expiration of said term said second party agrees to quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names as and for the act of said The City of San Diego, and the party of the second part has hereunto subscribed his name, this 2nd day of August, 1920.

THE CITY OF SAN DIEGO,  
By Fred A. Heilbron,  
Don M. Stewart  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council of The  
City of San Diego, California.  
Party of the First Part.  
Alex E. Upper  
Party of the Second Part

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

I hereby approve the form of the foregoing lease, this 31st day of July, 1920.

S. J. HIGGINS, City Attorney,

By Arthur F.H. Wright, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of South  $\frac{1}{2}$  P.L. 1332 to A. E. UPPER, being Document No. 129944.

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 30th day of June, 1920, between THE CITY OF SAN DIEGO, a municipal corporation, by a majority of the members of its Common Council, heretofore authorized to act for said City, party of the first part and J. E. COLLIER, of San Diego, California, party of the second part, WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) to be paid annually during the life of this lease on the first day of July of each year of this lease, and in consideration of the covenants and agreements herein contained, the party of the first part hereby lets and leases unto the party of the second part, his heirs and assigns, for a period of fifteen years from and after the first day of July, 1920, unless sooner terminated, under the terms of this lease hereinafter set forth, the exclusive right of drilling, operating for and developing and removing petroleum, oil, naptha, natural gas, asphaltum and other kindred substances from those lands situated in The City of San Diego, County of San Diego, State of California, particularly described as follows, to-wit:

Pueblo Lots 1304, 1305, 1306, 1318 and 1319, of the Pueblo Lands of The City of San Diego,

Together with the necessary roads and rights of way for pipe lines for oil and water; together, also, with the right to construct and maintain tanks and buildings necessary for storage purposes, and also the right to use necessary water developed by said second parties, and also a right of way for telephone lines required for carrying on said business; provided, however, that any pipe lines should be so laid as not to interfere with the ordinary cultivation of said land, and all work herein allowed shall interfere as little as practicable with the cultivation or pasturage of said land.

The said party of the second part covenants and agrees to commence active work to develop said land for oil, gas and other minerals, within ninety days after the execution of this lease, and further agrees to prosecute said work diligently and continuously and in good faith, until a well (3500) feet in depth has been drilled, unless oil or gas have been struck in paying quantities at a lesser depth.

Said party of the second part further agrees that he will deposit the sum of one thousand dollars (\$1000.00), with the City Treasurer of The City of San Diego, as a guarantee that he will commence drilling operations upon the property hereby leased, within said ninety days after the execution of this lease, and that he will continuously prosecute drilling operations until a depth of 3500 feet shall have been reached within eighteen months after the execution of this lease, and said party of the second part further agrees that within one hundred days after the completion of the first well said party of the second part will begin the drilling of a second well, and will prosecute the work thereon diligently and continuously and in good faith, and that said party of the second part will thereafter continue drilling similar wells until the whole of said property has been developed by the

sinking of at least five (5) wells.

Time is hereby expressly made of the essence of this agreement.

It is further agreed that if said party of the second part shall fail to obtain oil or gas in paying quantities within thirty-six (36) months after the execution of this agreement, said second part shall then cancel and surrender this lease unto the said party of the first part, said second party having, however, the right to remove from said lands all buildings, tanks, pipe lines, telephone lines, engines, boilers, rigs, tools, casing and derricks, except such casing as may then be in place within any wells which by reason of the flow of water should be maintained or capped; and at the termination of this lease, either at the expiration of said fifteen (15) years, or because oil or gas shall not have been found in paying quantities within thirty-six (36) months, said party of the first part shall have the right to select such wells as it desires to maintain or cap, and for any casing so left in said wells by said second party it shall pay unto said second party, the value of such casing at the then market rate.

It is understood and agreed that at the expiration of this lease any and all wells that are then producing oil or gas shall be operated by said first party without any obligation whatsoever to said second party.

In the event that oil or gas, or other hydro-carbon substances, be found and obtained the party of the second part agrees to deliver or pay as royalty to the party of the first part, at the wells to be drilled hereunder, a one-eighth part of all crude oil or petroleum, naptha or maltha which may be produced and saved by the parties of the second part from the lease of said premises, which shall remain after taking from said total the quantity required for fuel purposes in said mining and drilling operations. Said one-eighth part of the product of said wells shall be delivered free of charge in the pipe lines and tanks belonging to the said party of the second part.

It is agreed, however, that until pipe lines and tanks are provided, the party of the first part shall furnish barrels of forty-two gallons each for its share of said crude oil or petroleum, naptha or maltha which may be produced from wells upon said premises, and if the party of the first part shall neglect to provide such barrels or other means of transportation for its said portion of said oil, at the time when the deliveries are to be made, the party of the second part may store, transport and sell the same with the remainder or his part of the remainder of said production, and shall account to the party of the first part for the net proceeds of sale of said portion thereof, after deducting from the gross proceeds of such sale the usual charges for making such sales, and for the use of tanks, pipe lines, cars and terminal facilities owned, controlled or used by said party of the second part, and deducting the usual charges for losses, leaks and insurance.

The said party of the second part agrees to keep true and correct accounts showing the production of each and every well sunk by him; to keep and use accurate devices for measuring the output of said wells; to keep books, showing such output, free and open at all times for the inspection of the party of the first part, or its agents thereunto authorized by the Common Council of The City of San Diego; and agrees to furnish the said first party, on or about the 15th day of each and every month, a full and correct written statement of all mineral products, if any, from said land for the preceding calendar month.

It is hereby agreed that the said party of the first part shall have the right to elect whether said party of the first part will take the royalties due under the terms of this lease, in oil or in coin, and shall give notice in writing to said second party of such election, immediately after being notified that there is a production of oil obtained upon such premises.

Said second party agrees that he will not suffer any lien to be filed against said land and premises, or any part thereof, for work or labor done, or materials or supplies furnished, during the term of this lease; that if such lien is filed he will defend the same at his own expense, and that if any judgment lien on said premises be filed he will pay and discharge the same within thirty days from and after the filing of such judgment lien, and in case said judgment lien shall not be so discharged within thirty days after the same be filed, then and in that event this lease shall immediately terminate without further action upon the part of the said first party.

Said second party further agrees that said first party, or its authorized representatives, shall have at any and all reasonable time, the right to examine and gauge any and all tanks and wells for the purpose of verifying any accounts rendered said first party by said second party.

Upon the failure of said second party to comply fully and fairly with each of the conditions herein set forth within twenty days after notice in writing so to do by the said party of the first part, all rights under this lease shall terminate and be forfeited.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and the said party of the second part has hereunto subscribed his name, this 30th day of June, 1920.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

By

THE CITY OF SAN DIEGO,  
Fred A. Heilbron,  
Don M. Stewart  
Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council  
Party of the First Part  
J. E. Collier

Party of the Second Part

I hereby approve the form of the foregoing lease this 11th day of June, 1920.

S. J. Higgins, City Attorney

By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of Pueblo Lots 1304, 1305, 1306, 1318 and 1319 to J. E. COLLIER, being Document No. 129212.

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

By

*Y. A. Jacques* Deputy.

# L E A S E

THIS LEASE, made and entered into on this 2nd day of August, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation, by a majority of the members of its Common Council, heretofore authorized to act for said City, party of the first part, and TERRA COTTA, TILE & BRICK CORPORATION, a corporation, of The City of San Diego, State of California, party of the second part, WITNESSETH:

That in pursuance of, and in accordance with, Ordinance No. 8053 of the ordinances of the City of San Diego, the said party of the first part does by these presents demise

and lease unto the said party of the second part, Pueblo Lot 1266 of the Pueblo Lands of The City of San Diego, for a term of ten (10) years from and after the first day of August, 1920.

It is further understood and agreed by and between the parties hereto that this lease shall not be assignable nor transferable, nor shall said party of the second part have the right to sublet the leased premises, or any part thereof. And it is further agreed that in case the said party of the second part shall attempt to transfer this lease, then and in that event this agreement shall become null and void, and this lease shall terminate, and all right and interest in and to the said above-described premises shall revert to the said party of the first part. A majority of the electors of the City of San Diego voting at any election at any time hereafter may repeal, change or modify this lease.

It is hereby understood that the above described land is hereby leased for the purpose of enabling said party of the second part to quarry the clay therefrom and for no other purpose.

And the said party of the second part does hereby covenant, promise and agreed to pay to said party of the first part, the sum of Five Dollars (\$5.00) per month on the first day of each and every month during the term of this lease, and the further sum of five cents (5¢) per ton for each and every ton of clay that may be quarried by said party of the second part, as rental for the said described premises, and at the expiration of said term said party of the second part will quit and surrender the said premises in as good state and condition as the same are now or may be put into, reasonable use and wear thereof and damage by the elements excepted. At the expiration of every quarter year during the life of this lease the City Engineer of The City of San Diego shall ascertain the amount of clay quarried from said described premises, and the said sum of five cents (5¢) per ton for each ton of clay quarried shall be due and payable immediately upon the making of such estimate by said City Engineer.

Should any of the rentals above reserved remain due and unpaid for a period of thirty (30) days, then the party of the first part may cancel this lease at its option, and in such event the said party of the second part agrees to surrender possession of the premises at once, and remove such of its equipment as may be on the premises.

It is further agreed by the parties hereto that any road now existing and running through the said described property shall at all times be open for public travel, unobstructed by the said party of the second part, or his operations of said land.

And the said party of the first part does hereby promise, covenant and agree that the said party of the second part, upon paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy said premises for the term aforesaid.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and the party of the second part has caused this lease to be executed and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 2nd day of August, 1920.

(SEAL) ATTEST:

Allen H. Wright, City Clerk  
By Hugh A. Sanders Deputy.

THE CITY OF SAN DIEGO.  
By Fred A. Heilbron,  
Don M. Stewart  
Jno. A. Held,  
Virgilio Bruschi,  
Members of the Common Council of  
The City of San Diego, California.  
Party of the first part.  
TERRA COTTA, TILE & BRICK CORPORATION,  
By Wm. A. Roffe  
President

(SEAL) ATTEST:

Mason D. Pratt  
Secretary

I hereby approve the form of the foregoing Lease, this 29th day of July, 1920.

S. J. HIGGINS, City Attorney.

By Arthur F.H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE of Pueblo Lot 1266 to TERRA COTTA, TILE & BRICK CORPORATION, being Document No. 129950.

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

By Y. 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 CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Six Thousand Nine Hundred and twenty-six dollars and twenty-two cents (\$6,926.22), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of August, 1920.

WHEREAS, the above bounden San Diego Consolidated Gas & Electric Company has entered into a contract with said The 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 THIRD STREET, between the south line of A Street and the north line of Market Street; upon FOURTH STREET, between the south line of Ivy Street and the north line of G Street; upon FIFTH STREET, between the south line of Laurel Street and the north line of J Street; upon SIXTH STREET, between the south line of B Street and the north line of I Street; upon SEVENTH STREET, between the south line of Broadway, and the north line of F Street; upon B STREET, between the east line of Second Street and the west line of Sixth Street; upon C STREET, between the east line of Third Street and the west line of Sixth Street; upon BROADWAY, between the east line of California Street and the west line of Eighth Street; upon E STREET, between the east line of Second Street and the west line of Eighth Street; upon F STREET, between the east line of Columbia Street and the west line of Ninth Street, (excepting the south side of said F Street, between Union Street and State Street); and upon MARKET STREET, between the east line of State Street and the west line of Sixteenth Street; all in said The City of San Diego, 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)

M. B. Fowler  
Secretary.

THE AETNA CASUALTY AND SURETY COMPANY

By Frank A. Salmons  
Resident Vice-President

(SEAL) ATTEST:

Dempster McKee  
Resident Assistant Secretary

I hereby approve the form of the foregoing Undertaking, this 10th day of August, 1920.

By S. J. HIGGINS, City Attorney,  
F. McCleneghan, Deputy City Attorney.

I hereby certify that the Common Council of The City of San Diego did by Resolution No. 25720, passed and adopted on the 4th day of August, 1920, require and fix the sum of \$6926.22 as the penal sum of the foregoing undertaking.

Allen H. Wright,  
City Clerk of the City of San Diego, and Ex-Officio Clerk of the  
Common Council of said The City of San Diego.

(SEAL)

THIS AGREEMENT, made and entered into this 16th day of August, 1920, by and between the 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 The City of San Diego, has been awarded the contract for the work hereinafter mentioned.

Now, therefore, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said The City of San Diego, all of the following work, to-wit:

The furnishing of electric current for the lighting of the following streets in The City of San Diego, California, to-wit:

THIRD STREET, between the south line of A Street and the north line of Market Street;  
FOURTH STREET, between the south line of Ivy Street and the north line of G Street;  
FIFTH STREET, between the south line of Laurel Street and the north line of J Street;  
SIXTH STREET, between the south line of B Street and the north line of I Street;  
SEVENTH STREET, between the south line of Broadway and the north line of F Street;  
B STREET, between the east line of Second Street and the west line of Sixth Street;  
C STREET, between the east line of Third Street and the west line of Sixth Street;  
BROADWAY, between the east line of California Street and the west line of Eighth

Street;

E STREET, between the east line of Second Street and the west line of Eighth Street;

F STREET, between the east line of Columbia Street and the west line of Ninth

Street (excepting the south side of F Street, between Union Street and State Street); and

MARKET STREET, between the east line of State Street and the west line of Sixteenth

Street;

Together with the maintenance of the posts, wires, conduits and lamps on the afore-said streets, between the points hereinbefore mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after June 30th, 1920, to-wit, to and including June 30th, 1921.

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. 130002, 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 \$5540.97, 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 \$461.75, until said sum of \$5540.97 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 \$22,163.91, 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 "San Diego Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of \$1846.99, until said sum of \$22,163.91 shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of \$22,163.91 shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 \$22,163.91.

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 \$5540.97), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed, and its corporate seal to be hereunto attached, by its 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 The 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.

By THE CITY OF SAN DIEGO.  
Fred A. Heilbron,  
Don M. Stewart  
Harry K. Weitzel

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

Jno. A. Held,  
Virgilio Bruschi  
Members of the Common Council.  
S. J. HIGGINS, City Attorney,  
By F. McCleneghan, Deputy City Attorney.

I hereby approve the form of the foregoing Contract, this 10th day of August, 1920.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY for San Diego Lighting District No. 1, being Document No. 130453.

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

By Y. A. Jacques Deputy.

L E A S E.

THIS LEASE, made on the 16th day of August, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation, lessor, and AMELIA B. BAKER, GRACE B. DIFFENDORF, WALTER DIFFENDORF and DANIEL ALBERT BAKER, lessees; WITNESSETH:

That the lessor, for and in consideration of the sum of One Dollar (\$1.00) to it paid by said lessees, receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the lessees to be kept and performed, does by these presents demise and let unto the said lessees, for pasturage purposes only, all that certain real property belonging to The City of San Diego and situate in the County of San Diego, State of California, and more particularly described as follows, to-wit:

All those certain Pueblo Lands situate in the County of San Diego, State of California, known and numbered as follows: Pueblo Lots 1314, 1315, 1316, 1317, 1321, 1322, 1326, 1327, 1329 and 1330 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 lands hereinabove described as follows: All that portion of said Pueblo Lot 1329 lying south of the south line of Pueblo Lot 1359 and north of the existing fence, which said fence runs adjacent to and parallel with a private traveled road-way across said Pueblo Lot 1329, to have and to hold the said premises unto the said lessees from the date of the execution of these presents to and until the first day of July, 1921.

Said lessees hereby agree not to assign this lease nor to sublet the said leased premises unless with the lessor's consent in writing having been first obtained; that on the last day of said term, or other sooner determination, of the estate hereby granted, said lessees shall and will peaceably and quietly leave, surrender and yield up unto said lessor the said premises together with all fences and improvements of any other kind or character now situated on any of said described property, in as good state and condition as the same are now or may be put into, reasonable use and wear thereof and damage by the elements excepted.

It is understood and agreed by the parties hereto that the lands hereby leased shall be used for pasturage purposes only and in the event that said lessees attempt to use said lands for any other purpose or purposes, then in that event this lease shall immediately terminate and expire.

IN WITNESS WHEREOF the said lessees have hereunto set their hands, and the said lessor has caused these presents to be executed by a majority of the members of its Common Council, the day and year first above written.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

By

THE CITY OF SAN DIEGO.  
Fred A. Heilbron  
Don M. Stewart  
Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council of  
The City of San Diego.  
Lessor.

Amelia B. Baker  
Daniel A. Baker  
Grace B. Diffendorf  
Walter L. Diffendorf  
Lessees

I hereby approve the form of the foregoing Lease, this 11th day of August, 1920.

S. J. HIGGINS, City Attorney,

By Arthur F. H. Wright, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE to BAKER & DIFFENDORF of certain pueblo lands, being Document No. 130407.

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 2nd day of August, 1920, by and between the SAN DIEGO WOMENIS CIVIC CENTER, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the Lessor, and THE CITY OF SAN DIEGO, a municipal corporation located in the County of San Diego, State of California, hereinafter called the City, WITNESSETH:

That the said lessor does 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: Lot "A", in block two hundred twenty (220) of Horton's Addition to The City of San Diego;

For a term commencing September 1st, 1920, and ending January 1st, 1921, at a monthly rental of fifty dollars (\$50.00), payable on the first of each and every month commencing with September 1st, 1920.

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 lessor to re-enter the said premises and to remove all persons therefrom.

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 lessor hereby covenants and agrees that said City, paying said rent and performing the covenants in this lease contained, 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 said lessor and the said City, that at any time before the expiration of said lease, or upon the completion of said term, as herein specified, and for a period of three months thereafter, said City shall have the right and it is hereby given the right to purchase said premises herein described from the said lessor by paying therefor the sum of sixty-two hundred dollars (\$6200.00), and in the event that this option is exercised on the part of said City, said lessor hereby agrees to convey said property to said City by good and sufficient deed, and to thereupon furnish a certificate of title showing said property free from any and all incumbrances.

And it is further expressly understood and agreed herein that said option herein set forth is to apply to and bind the successors and assigns of the respective parties hereto.

It is further expressly understood and agreed that during the term of this lease the City will maintain the property herein described as a detention home for young women, and for said maintenance will appropriate and provide a monthly sum, not to exceed five hundred dollars (\$500.00) in any one month, said sum of five hundred dollars (\$500.00) to be used exclusively for the maintenance and support of said detention home for young women.

IN WITNESS WHEREOF, the said lessor has caused these presents to be executed by its president and secretary thereunto duly authorized, and the seal of said corporation to be hereunto affixed, and a majority of the members of the Common Council have hereunto set their hands on behalf of said City, in pursuance of an ordinance duly adopted authorizing such execution, the day and year in this agreement first hereinabove written.

SAN DIEGO WOMEN'S CIVIC CENTER

By Mrs. Della G. Haman  
President

ATTEST:

Mrs. Alla D. Heatt  
Secretary.

THE CITY OF SAN DIEGO

By Fred A. Heilbron,  
Don M. Stewart  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

I hereby approve the form of the foregoing Lease this 28th day of June, 1920.

S. J. Higgins,  
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 WOMEN'S CIVIC CENTER, being Document No. 129960.

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

By Y. A. Jacques Deputy.

#### AGREEMENT OF LEASE.

THIS INDENTURE, made this 30th day of August, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation located in the County of San Diego in the State of California, acting by and through the Common Council of said City, hereinafter called the City, and THE UNITED STATES OF AMERICA, represented by the Depot Quartermaster of the United States Marine Corps, hereinafter called the Lessee, WITNESSETH, That:

First, - The City, for and in consideration of the rents, covenants, agreements, terms and conditions hereinafter mentioned and covenanted on the part of the lessee to be paid, performed, kept and observed, has leased and demised, and by these presents does lease and demise unto the Lessee the following described real property situated in the City of San Diego, County of San Diego, State of California, said real property being more particularly described as follows:

The northeast quarter of Pueblo Lot 1300, the west three hundred (300) feet of Pueblo Lot 1309, all of Pueblo Lot 1310, all that portion of Pueblo Lot 1311 lying east of Rose Canyon Road, all that portion of Pueblo Lot 1314 lying south of the Miramar Road; all that portion of Pueblo Lot 1315 lying south of the Miramar Road; the west three hundred (300) feet of Pueblo Lot 1316 lying south of the Miramar Road, of the Pueblo lands of the city of San Diego, according to the map thereof made by James Pasco in 1870, on file in the office of the City Clerk of said City; for a term beginning July 1, 1920, to and including June 30, 1921.

Second, - It is further expressly understood and agreed that said lessee in further consideration of said rents, covenants, agreements, terms and conditions on the part of the lessee to be paid, performed, kept and observed, as hereinafter more particularly set forth and described, shall have the right, and said right is hereby expressly granted by said city to said lessee, to use for military purposes the following described land located and situated in the City of San Diego, County of San Diego, State of California, for such length of time during said term hereinabove specified as said land hereinafter described is not under cultivation for agricultural purposes by said City, or is not used by said City for pasturage purposes, said land being more particularly described as follows:

Pueblo Lots 1304, 1306, 1325, 1326, 1327, 1330, 1331, the south half of Pueblo Lot 1332, the south half and the northeast quarter of Pueblo Lot 1333, all of Pueblo Lot 1334, the east half of Pueblo Lot 1336, the west half of Pueblo Lot 1324, all of Pueblo Lot 1329 save and excepting the northwest quarter thereof, all of Pueblo Lots 1322, 1321, 1317, 1318, 1319, all that portion of Pueblo Lot 1311 save and excepting that portion of said Pueblo Lot 1311 lying east of the Rose Canyon Road, all that portion of Pueblo Lot 1314 save and excepting that portion lying south of the Miramar Road, all of Pueblo Lot 1323, the east half of Pueblo Lot 1324, Pueblo Lot 1309 save and excepting the west three hundred (300) feet of said Pueblo Lot 1309, the east half of Pueblo Lot 1300 save and excepting the northeast quarter of said Pueblo Lot 1300, and that portion of Pueblo Lot 1316 lying and being south of the Linda Vista Road save and excepting the west three hundred (300) feet of said Pueblo Lot 1316 lying south of the Miramar Road; and that certain portion of Pueblo Lots 1315 and 1316 being and lying north of the Linda Vista Road, of the Pueblo Lands of the City of San Diego, according to the map thereof made by James Pasco in 1870 and on file in the office of the City Clerk of said City.

Third, - The City hereby covenants and agrees to pay during the term of this lease hereinabove mentioned, or any renewal thereof, all property taxes and assessments whatsoever on the lands hereinabove specified, and to warrant and defend the lessee, its officers and agents, in the quiet and peaceable enjoyment and possession of said tract, as hereinabove specified, for the entire term of this lease or any renewal thereof.

Fourth, - The City further covenants and agrees that the lessee, during the term of this lease or any renewal thereof, shall have the full, free and unrestricted use of all roads; subject, however, to the right of the public at all times to use said roads as and

for public highways; and said lessee shall have all privileges within the above described land, and shall have further right at any and all times during the term of this lease, to connect at such point or points as it may deem desirable the area of the leased premises with the roads of the city of San Diego, and the further right to build new roadways and to improve existing roadways within the limits of the leased tract.

Fifth, - It is understood and agreed by and between the said City and lessee that all structures, buildings or other improvements whatsoever that may be placed on said land by said lessee are to be and remain the property of the lessee, and unless the same are sold or otherwise disposed of said property is to be removed by the lessee at its sole cost and expense promptly on the termination of this lease.

Sixth, - It is further understood and agreed that the lessee is to have the right, except as hereinabove specified and subject to the limitations herein contained, to use, as it may deem appropriate, any part or all of said land hereinabove mentioned, for any and all military purposes whatsoever; to establish target ranges, rifle pits, etc., provided, however, that said lessee shall not cut, burn, remove or use for any purpose whatever, any of the timber standing or growing or otherwise located on the land hereinabove described.

Seventh, - Said lessee covenants and agrees that during the term of this lease said lessee will yield and pay rent in the manner hereinafter specified unto the said City at the rate of One Dollar (\$1.00) per year; subject to the conditions of this agreement, said payment to be due on the last day of the term of the lease herein contained, or any renewal thereof; provided, that the payment of rent hereunder shall not become due and payable until the City shall execute and deliver to the lessee a release to be approved by the Secretary of the Navy of claims against the United States arising under and by virtue of the occupation of said land by said lessee for military purposes.

Eighth, - It is further understood and agreed by both parties hereto that said lessee shall have the option, upon not less than one month's written notice to the City prior to the termination of this agreement, to renew this agreement upon the same terms and conditions annually during the period of nine years.

Ninth, - Said lessee covenants and agrees, at the expiration of the tenancy hereunder, to surrender and give up said leased land, together with the improvements thereon not placed by the lessee, in the like good order that they were in at the occupation hereunder, ordinary wear and tear and damage by fire or other elements or by military use to which said tract is put, excepted.

Tenth, - Said lessee further covenants and agrees that it will not, during the term aforesaid, assign this agreement, or any interest herein, without the consent of said City in writing being first had and obtained.

Eleventh, - It is understood and agreed by and between the parties hereto that the City of San Diego, or its duly authorized agents or lessees, shall have the privilege of conducting explorations for oil, naptha, or petroleum, upon all or any part of the premises hereby leased, at any time during the life of this agreement.

Twelfth, - No member of, or delegate or resident commissioner to Congress, officer of the Navy, or any person holding any office or appointment under the Navy Department is or shall be admitted to any share or part of this agreement or any benefit to arise therefrom; provided, that this stipulation, if made with an incorporated company, shall not be construed to extend to members of, or delegates or resident commissioners to Congress.

Thirteenth, - It is further understood and agreed by both parties hereto that a waiver of one breach of any covenant or condition hereinabove contained shall not be taken or construed to be a waiver of any subsequent breach of the same condition or covenant, or of the condition of covenant itself.

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, and attested by the City Clerk of said City, and the said Lessee has caused these presents to be executed by the UNITED STATES OF AMERICA, represented by the Depot Quartermaster of the United States Marine Corps, the day and year first hereinabove written.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk of said City.

By THE CITY OF SAN DIEGO.  
Fred A. Heilbron,  
Don M. Stewart  
Harry K. Weitzel  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council of the  
City of San Diego, California.

APPROVED BY THE UNITED STATES.

Signed, sealed and Delivered  
in the presence of:  
F. C. Shannon

By Hugh Matthews  
Lt-Col., Asst. Quartermaster, USMC  
Depot Quartermaster

I hereby approve the form of the foregoing Agreement of Lease, this 28th day of August, 1920.

S. J. HIGGINS, City Attorney.

By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE with U. S. GOVERNMENT for certain pueblo lands for U. S. Marine Corps, being Document No. 130978.

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

By Y. A. Jacques Deputy.

#### LEASE

THIS AGREEMENT, made and entered into this 20th day of September, 1920, between THE CITY OF SAN DIEGO, a municipal corporation, by a majority of the members of its Common Council, heretofore authorized to act for said City, party of the first part, and A. N. TURNER, of San Diego, California, party of the second part, WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) to be paid annually during the life of this lease on the first day of October of each year of this lease, and in consideration of the covenants and agreements herein contained, the party of the first part hereby lets and leases unto the party of the second part, his heirs and assigns, for a period of fifteen years from and after the first day of August, 1920, unless sooner terminated, under the terms of this lease hereinafter set forth, the exclusive right of drilling, operating for and developing and removing petroleum, oil, naptha, natural gas, asphaltum and other kindred substances from those lands situated in The City of San Diego, County of San Diego, State of California, particularly described as follows, to-wit:

Pueblo Lots 1310, 1315, 1316 and 1273 of the Pueblo Lands of The City of San Diego, California.

Together with the necessary roads and rights of way for pipe lines for oil and water; together, also, with the right to construct and maintain tanks and buildings necessary for

storage purposes, and also the right to use necessary water developed by said second parties, and also a right of way for telephone lines required for carrying on said business; provided, however, that any pipe lines should be so laid as not to interfere with the ordinary cultivation of said land, and all work herein allowed shall interfere as little as practicable with the cultivation or pasturage of said land.

The said party of the second part covenants and agrees to commence active work to develop said land for oil, gas and other minerals, on or before the 20th day of December, 1920, and further agrees to prosecute said work diligently and continuously and in good faith, until a well thirty-five hundred (3500) feet in depth has been drilled, unless oil or gas have been struck in paying quantities at a lesser depth.

Said party of the second part covenants and agrees that a well thirty-five hundred (3500) feet in depth will be drilled within twelve (12) months from the date of the execution of this lease, and said party of the second part further agrees that within one hundred days after the completion of the first well said party of the second part will begin the drilling of a second well, and will prosecute the work thereon diligently and continuously and in good faith, and that said party of the second part will thereafter continue drilling similar wells until the whole of said property has been developed by the sinking of at least eight (8) wells.

It is expressly understood and agreed that this lease is granted to said party of the second part only upon the express condition that said party of the second part deposit the sum of one thousand dollars (\$1000.00) with the City Treasurer of The City of San Diego, as a guarantee that he will commence drilling operations on said leased property within ninety (90) days after the execution of this lease and upon the further condition that said party of the second part will continuously prosecute drilling operations to said depth of thirty-five hundred (3500) feet within said twelve (12) months after the execution of this lease.

Time is hereby expressly made of the essence of this agreement.

It is hereby further agreed that if said party of the second part shall fail to obtain oil or gas in paying quantities within twelve (12) months after the execution of this agreement, said second party shall then cancel and surrender this lease unto the said party of the first part, said second party having, however, the right to remove from said lands all buildings, tanks, pipe lines, telephone lines, engines, boiler rigs, tools, casing and derricks, except such casing as may then be in place within any wells which by reason of the flow of water should be maintained or capped; and at the termination of this lease, either at the expiration of said fifteen (15) years, or because oil or gas shall not have been found in paying quantities within twelve (12) months, said party of the first part shall have the right to select such wells as it desires to maintain or cap, and for any casing so left in said wells by said second party it shall pay unto said second party, the value of such casing at the then market rate.

It is understood and agreed that at the expiration of this lease any and all wells that are then producing oil or gas shall be operated by said first party without any obligation whatsoever to said second party.

In the event that oil or gas, or other hydro-carbon substances, be found and obtained the party of the second part agrees to deliver or pay as royalty to the party of the first part, at the wells to be drilled hereunder, a one-eighth part of all crude oil or petroleum, naptha or maltha which may be produced and saved by the party of the second part from the lease of said premises, which shall remain after taking from said total the quantity required for fuel purposes in said mining and drilling operations. Said one-eighth part of the product of said wells shall be delivered free of charge in the pipe lines and tanks belonging to the said party of the second part.

It is agreed, however, that until pipe lines and tanks are provided, the party of the first part shall furnish barrels of forty-two gallons each for its share of said crude oil or petroleum, naptha or maltha which may be produced from wells upon said premises, and if the party of the first part shall neglect to provide such barrels or other means of transportation for its said portion of said oil, at the time when the deliveries are to be made, the party of the second part may store, transport and sell the same with the remainder or his part of the remainder of said production, and shall account to the party of the first part for the net proceeds of sale of said portion thereof, after deducting from the gross proceeds of such sale the usual charges for making such sales, and for the use of tanks, pipe lines, cars and terminal facilities owned, controlled or used by said party of the second part, and deducting the usual charges for losses, leaks and insurance.

The said party of the second part agrees to keep true and correct accounts showing the production of each and every well sunk by him; to keep and use accurate devices for measuring the output of said wells; to keep books showing such output free and open at all times for the inspection of the party of the first part, or its agents thereunto authorized by the Common Council of The City of San Diego; and agrees to furnish the said first party, on or about the first day of each and every month, a full and correct written statement of all mineral products, if any, from the said land for the preceding calendar month.

It is hereby agreed that the said party of the first part shall have the right to elect whether said party of the first part shall take the royalties due under the terms of this lease, in oil or in coin, and shall give notice in writing to said second party of such election, immediately after being notified that there is a production of oil obtained upon such premises.

Said second party agrees that he will not suffer any lien to be filed against said land and premises, or any part thereof, for work or labor done, or materials or supplies furnished, during the term of this lease; that if such lien is filed he will defend the same at his own expense, and that if any judgment lien on said premises be filed he will pay and discharge the same within thirty days from and after the filing of such judgment lien, and in case said judgment lien shall not be so discharged within thirty days after the same be filed, then and in that event this lease shall immediately terminate without further action upon the part of the said first party.

Said second party further agrees that said first party or its authorized representatives, shall have at any and all reasonable times, the right to examine and gauge any and all tanks and wells for the purpose of verifying any accounts rendered said first party by said second party.

Upon the failure of said second party to comply fully and fairly with each of the conditions herein set forth within twenty days after notice in writing so to do by the said party of the first part, all rights under this lease shall terminate and be forfeited.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and the said party of the second part has hereunto subscribed his name, this 20th day of September 1920.

THE CITY OF SAN DIEGO,  
By Harry K. Weitzel,  
Don M. Stewart,  
Fred A. Heilbron,  
Jno. A. Held,

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk

Members of the Common Council  
Party of the First Part.  
A. N. Turner  
Party of the Second Part.

I hereby approve the form of the foregoing Lease, this 7th day of July, 1920.

S. J. HIGGINS, City Attorney  
By Arthur F. H. Wright,  
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
LEASE OF PUEBLO LOTS 1310, 1315, 1316 and 1273 to A. N. TURNER, being Document No. 130275.

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

By Y. Jacques Deputy.

UNITED STATES  
FIDELITY AND GUARANTY COMPANY  
BALTIMORE, MARYLAND.

NO. \_\_\_\_\_ \$3000.00

WHEREAS, THE SAN DIEGO SHIPBUILDING and DRY DOCK CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of California, with its principal place of business at San Diego in said State, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, of the County of San Diego, State of California, party of the second part, have entered into an agreement under date of the 27th day of September, A. D. 1920, whereby and wherein the said party of the first part undertakes to furnish all necessary labor and material, and to remove all wharves, piers, piles, buildings, structures, bulkheading and equipment of every kind and character in accordance with the terms and conditions of said contract, a copy of which is hereunto attached.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That in consideration of the said City of San Diego, executing said contract, We, the SAN DIEGO SHIPBUILDING AND DRY DOCK CORPORATION, as principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of Baltimore, Maryland, as Surety, are held and firmly bound unto said City of San Diego, in the sum of Three Thousand Dollars (\$3000.00), lawful money of the United States for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Signed and sealed with our seals and dated this 27th day of September, A. D. 1920.

THE CONDITION of this obligation is such that if the said SAN DIEGO SHIPBUILDING AND DRY DOCK CORPORATION, shall well and faithfully keep and perform all of the covenants and agreements agreed by it to be kept and performed in accordance with the terms and conditions of the said agreement, and shall save and hold harmless the said City of San Diego from any and all loss or damage arising out of the failure of said SAN DIEGO SHIPBUILDING AND DRY DOCK CORPORATION, to fulfill said agreement, then the above obligation shall be void, otherwise to remain in full force and effect.

THE SAN DIEGO SHIPBUILDING AND DRY DOCK CORPORATION.

(SEAL) By Adam F. Weckler President.

ATTEST: R. P. Shields, Assistant Secretary  
THE UNITED STATES FIDELITY AND GUARANTY COMPANY. (SEAL)

By M. G. White, Attorney-in-fact.

I hereby approve the form of the within Bond, this 29th day of September 1920.

S. J. Higgins, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 29th day of September 1920.

Harry K. Weitzel,  
Don M. Stewart,  
Fred A. Heilbron  
Jno. A. Held  
Virgilio Bruschi  
Members of the Common Council.

ATTEST: (SEAL)

Allen H. Wright,  
City Clerk

THIS AGREEMENT, made and entered into this 27th day of September, A. D. 1920, by and between the SAN DIEGO SHIPBUILDING AND DRY DOCK CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of California, with its principal place of business at San Diego in said State, hereinafter called the party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City.

WITNESSETH:

FOR THAT WHEREAS, there is now pending in the Superior Court of the County of San Diego, State of California, a certain action, numbered 33369, wherein the San Diego Ship Building and Dry Dock Corporation, a corporation, is plaintiff, and the City of San Diego is defendant, in which said action the said plaintiff is seeking to quiet title against said City to the hereinafter described premises; and

WHEREAS, the said Plaintiff and the said defendant have agreed to settle said action along the lines and in the manner in this agreement hereinafter set forth:

NOW, THEREFORE, in consideration of said settlement and of other mutual terms and agreements hereinafter contained and expressed, it is mutually agreed by and between said parties as follows, to-wit:-

FIRST: That upon the execution of this agreement said party of the first part will pay to the City of San Diego the sum of one thousand dollars (\$1000.00), in lawful money of the United States, the receipt whereof is acknowledged by the execution of this agreement by a majority of the members of the Common Council thereunto duly authorized by resolution.

SECOND: Except as hereinafter stated, it is mutually agreed by and between the parties to this agreement that the said party of the first part shall have the right, and it is hereby expressly authorized by said City, to remove the wharves, piers, piles, buildings, structures, bulkheading and equipment of every kind and character, including pipe lines and other appliances, formerly owned by said party of the first part, or its predecessors in interest, that are now situated or located or in any wise appertaining to the following described premises situated in the Bay of San Diego, City of San Diego, County of San Diego, State of California, to-wit:-

Commencing at a point on the north shore line of the Bay of San Diego, at the line of "mean high tide" distant in a southwesterly direction 185 feet from the place where the east line of Fifth Street in the City of San Diego would, if extended intersect said line of "mean high tide", thence north 80 degrees 14' west 215 feet; thence south 79 degrees 56' west 190 feet; thence south 59 degrees 14' west 392 feet; thence south 42 degrees 52' west 1007 feet; thence south 25 degrees 50' west 115 feet; thence south 33 degrees 22' east 118 feet; thence south 50 degrees 26' east 160 feet; thence south 39 degrees 34' west 110 feet; thence north 50 degrees 26' west 882 feet; thence north 39 degrees 34' east 110 feet; thence

south 50 degrees 26' east 415 feet; thence north 81 degrees 10' east 115 feet, thence north 58 degrees 10' east 125 feet; thence north 42 degrees 52' east 1802 feet, to the said line of "mean high tide"; thence in a southeasterly direction, following the said line of "mean high tide" to the point of beginning;

Together with piles and bulkheading, if any, driven or constructed by the said party of the first part in the vicinity of said premises, that were installed by it, and together with any part of said wharf and any piles as may have been constructed prior to the first day of August, A. D. 1905, lying south or southeasterly of said premises hereinabove described; provided, however, that said party of the first part shall have no right of possession and shall not remove nor in any way interfere with or disturb, and it is expressly understood and agreed that the said first party shall leave standing in its present condition, the southeasterly eight (8) feet of the wharf and pier now situated and located on said premises hereinabove described, extending from the shore line of the Bay of San Diego to a point west of the southwest corner of the present club house of the San Diego Rowing Club, the said eight (8) feet of the wharf and pier to be measured by the eight (8) feet of planking on the surface of said wharf.

THIRD: Except as hereinafter stated, it is mutually agreed by and between the parties to this agreement, that the said party of the first part shall have the right, and it is hereby expressly authorized by said City, to remove all wharves, piers, piles, building, structures, bulkheading and equipment of every kind and character, including pipe lines and other appliances, formerly owned by said party of the first part or its predecessors in interest, that are now situated or located on, or in any wise appertaining to the following described premises situated in the Bay of San Diego, City of San Diego, County of San Diego, State of California, to-wit:-

Beginning at the intersection of a line drawn parallel to and distant 110 feet southwesterly from the center line of the A. T. & S. Fe. Ry. right-of-way with the northwesterly line of the Pacific Coast Steamship Company's Lease as more particularly described in Ordinance No. 2198 of the Ordinance of the City of San Diego, California, said point being more particularly described and located as follows:-

Beginning at the intersection of the west line of 4th Street with the south line of K. Street; thence South 0 degrees 22 minutes 45 seconds East, along the west line of 4th Street and said 4th Street produced, a distance of 397.28 feet to an intersection with a line drawn parallel to and distant 110 feet southwesterly from the center line of said railway: thence South 56 degrees 52 minutes 15 seconds East; parallel to said railway center line, a distance of 35.37 feet to the true point of beginning; thence from the true point of beginning South 44 degrees 04 minutes 45 seconds West, along the said northwesterly line of the Pacific Coast Steamship Company's Lease, a distance of 362.42 feet, thence South 63 degrees 07 minutes 45 seconds West, a distance of 520.69 feet to an intersection with the United States Bulkhead Line as established in the year 1912; thence North 50 degrees, 50 minutes West, along said Bulkhead Line, a distance of 927.42 feet; thence North 63 degrees 07 minutes 45 seconds East, a distance of 818.92 feet to an intersection with a line drawn parallel to and distant 110 feet Southwesterly from the center line of said railway, said point being located North 56 degrees 52 minutes 15 seconds West, 134.82 feet from the west line of 2nd street produced south; thence south 56 degrees 52 minutes 15 seconds East, on a line parallel to and distant 110 feet southwesterly from the center line of said railway, a distance of 841.99 feet to the point or place of beginning, containing 16.47 acres.

Together with the piles and bulkheading, if any, driven or constructed by the said party of the first part in the vicinity of said premises.

FOURTH: It is further expressly understood and agreed that upon its removal by said party of the first part, all of the property hereinabove described shall belong to the said party of the first part, and the said City hereby transfers sells and conveys to said party of the first part all of its right, title and interest in and to said wharves, piers, piles, buildings and structures of every kind and character authorized to be removed from said tide lands hereinabove described by said party of the first part, save and except that portion of the wharf consisting of eight (8) feet on the southeasterly side of said wharf, from the shore line of the premises hereinabove described to a point directly west of the southwest corner of the club house of the San Diego Rowing Club the said eight (8) feet of the wharf to be measured by the eight (8) feet of planking on the surface of said wharf.

FIFTH: Said party of the first part hereby expressly agrees that it will not remove nor in any way interfere with the southeasterly eight (8) feet of the pier and wharf now existing on the above described premises, from the shore line to a point west of the southwest corner of the club house now belonging to the San Diego Rowing Club, and further agrees to leave said southeasterly eight (8) feet of said wharf in its present condition, with all of the piles now under each bent that is to be left standing, such piles under each bent being estimated at two (2) unless same has been destroyed or decayed; the said eight (8) feet to be measured on the surface of the planking of said wharf and pier; provided, that the said party of the first part shall not be required to improve nor make any expenditures for the improvement upon or in connection with, that portion of said wharf described in this paragraph which is to be left on said premises; provided further, however, that said party of the first part expressly agrees to provide the necessary expenditures and to make the necessary arrangements to secure to the San Diego Rowing Club the use of the water main now located upon the wharf and pier situated on the premises hereinabove described.

SIXTH: Said party of the first part further promises and agrees to remove all of said property located on said premises which it is authorized under this agreement to remove, including all piling except that hereinabove reserved for the use of the San Diego Rowing Club, within one hundred fifty (150) days from the date of the execution of this agreement, all of said property to be removed under the supervision and direction of the Harbor master of the Bay of San Diego, and in accordance with the laws of the United States of America, the State of California, and The City of San Diego affecting or pertaining to navigation; and said party of the first part further expressly agrees to conduct such removal in such a manner that nothing shall be left on said premises hereinabove described which will in any way constitute or be a menace to navigation.

SEVENTH: Said party of the first part further agrees to file with the City Clerk of said City, upon the execution of this agreement, a bond in the penal sum of three thousand dollars (\$3000.00), insuring the City of the faithful performance of all the terms and conditions of this agreement, which said bond shall be satisfactory to the Common Council of said City, and file with said City a policy of insurance indemnifying the City against any loss by reason of injury occasioned to any person in the removal of said wharves, piers and other structures hereinabove described, authorized to be removed by this agreement.

EIGHTH: That upon the completion of the removal of the property hereinabove described, and which is authorized to be removed by this agreement, The City of San Diego shall have the right, and shall be permitted, to take and have entered in the action now pending in the Superior Court of the County of San Diego, State of California, hereinabove described, a decree quieting the title in said City against said party of the first part to the tide lands hereinabove described.

IN WITNESS WHEREOF, said party of the first part has caused this agreement to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, and THE CITY OF SAN DIEGO has caused this instrument to be executed by a majority of the members of the Common Council thereunto duly authorized, and its corporate seal to be affixed by the City Clerk of said City, the day and year in this agreement first above written.

SAN DIEGO SHIPBUILDING AND DRY DOCK CORPORATION.

(SEAL) ATTEST:

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

BY Adam F. Weckler President.  
R. P. Shields, Assistant Secretary  
Party of the first part.  
THE CITY OF SAN DIEGO.  
Harry K. Weitzel  
Don M. Stewart  
Fred A. Heilbron  
Jno. A. Held  
Virgilio Bruschi.  
Members of the Common Council  
Party of the second part

I hereby approve the form of the foregoing agreement, this 27th day of September, 1920.  
S. J. Higgins,

City Attorney of The City of San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with San Diego Shipbuilding & Dry Dock Corporation for removal of piles and wharf from San Diego Bay, being Document No. 131196.

Allen H. Wright, City Clerk.

By Y. A. Jacques Deputy.

#### AGREEMENT

THIS AGREEMENT Made and entered into this 6th day of October, 1920, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through its Harbor Commission and its Common Council, party of the first part, and CHARLES T. LEEDS and W. K. BARNARD, co-partners doing business under the firm name of Leeds & Barnard, of the City of Los Angeles, State of California, parties of the second part, WITNESSETH:

That the parties of the second part shall be and they are hereby employed for a period of one year from July 1st, 1920, as consulting engineers of The City of San Diego, for advice, consultation and general supervision over all work now under, or which may, during the life of this agreement, be under the direction of the Harbor Commission of The City of San Diego.

That the party of the first part agrees to pay said second parties, and said second parties agree to accept from said first party, as compensation for their services for four (4) days or less per month, the sum of One Hundred Dollars (\$100.00) per month; together with necessary incidental and travelling expenses. Should said second parties, at the request of said first party acting by and through its City Engineer, be employed in any one month during the life of this agreement, for more than four (4) days, then and in that event the said first party agrees to pay said second parties the sum of Twenty-five Dollars (\$25.00) per day, together with the necessary incidental and travelling expenses of said second parties, as compensation to said second parties for such additional time over said period of four (4) days as may be expended by said second parties. It is understood and agreed, however, that no compensation, over and above said sum of One Hundred Dollars (\$100.00) per month, shall be paid to said second parties by said first party unless said first party, acting as aforesaid, through its City Engineer, shall request the expenditure of additional time by said second parties.

It is understood and agreed that the work done by said second parties shall be done, as far as possible, in co-operation with the City Engineer of said City, and that the parties of the second part will obtain from said City Engineer any maps, plans or other information, and such engineering assistance as may be necessary or desirable in connection with their work. In the event that such engineering assistance is not obtainable or cannot be furnished by the City Engineer, then and in that event the said parties of the second part, acting upon the written request of said City Engineer, may furnish the same at customary and reasonable rates which rates shall be approved by the said City Engineer before there shall exist any obligation upon said first party to pay said second parties therefor.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed by its Harbor Commission and its Common Council, and said second parties have hereunto set their hands this 6th day of October, 1920.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk.

THE CITY OF SAN DIEGO.  
By Harry K. Weitzel,  
Don M. Stewart,  
Fred A. Heilbron,  
Jno. A. Held,  
Virgilio Bruschi  
Members of the Common Council of  
said The City of San Diego.

By Rufus Choate,  
M. A. Graham  
Members of Harbor Commission of  
The City of San Diego.  
Party of the First Part

Charles T. Leeds  
W. K. Barnard  
Parties of the Second Part.

I hereby approve the form of the foregoing Agreement, this 3rd day of August, 1920.  
S. J. HIGGINS, City Attorney,

By Arthur F. H. Wright, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with LEEDS & BARNARD, as Consulting Engineers on Harbor Work, being Document No. 131289.

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

By Y. A. Jacques Deputy.

## SEWER CONTRACT.

THIS CONTRACT, made and executed in duplicate this 6th day of October, 1920, by and between the CITY OF EAST SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, and located in the County of San Diego, State of California, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, and located in the County of San Diego, State of California, the party of the second part, WITNESSETH:

THAT WHEREAS, the said party of the first part is desirous of constructing a system of trunk line sewers within its limits; and,

WHEREAS, to make said system of trunk line sewers effective said party of the first part is desirous of constructing a sixteen-inch outfall sewer to connect with what is known as the Thirty-second Street Outfall Sewer at a point in the alley in block three (3) in McLaren's H Street Addition to The City of San Diego, all of said proposed outfall sewer and the aforementioned sewer with which it is to connect to be and being within the limits of The City of San Diego; the line of said proposed outfall sewer being shown in red on the map attached to Document No. 124781, filed in the office of the City Clerk of said The City of San Diego on the 18th day of October, 1919, which said map is hereby made a part of this contract; and

WHEREAS, a special election has been called and will be held in the City of East San Diego on the 26th day of October, 1920, at which time there will be submitted to the qualified electors of said City of East San Diego the question of incurring a bonded indebtedness in the sum of \$100,000.00, for the purpose of the acquisition, construction and completion by said party of the first part of the system of trunk line sewers and the said proposed outfall sewer; and

WHEREAS, the acquisition, construction and completion by the said party of the first part of the said proposed outfall sewer within the limits of said The City of San Diego will be of very material benefit to the said party of the second part:

NOW, THEREFORE, in consideration of the matters and things hereinbefore set out, it is hereby understood and agreed by both parties hereto, as follows, to-wit:

(1) That said party of the first part is hereby given permission, and the said party of the second part hereby authorizes the City of East San Diego, at its own proper expense, to furnish, place and install a sixteen-inch outfall sewer along the line hereinbefore referred to, or upon and along such other line in the immediate vicinity thereof as shall be determined by the Engineering Department of said party of the second part, upon such a grade as shall have been determined upon by said Engineering Department, and under the general supervision, direction and control of said Engineering Department.

(2) That after the acquisition, construction and completion by said party of the first part of said proposed sixteen-inch outfall sewer, said party of the first part hereby expressly agrees to relinquish all its right, title and interest in and to said proposed sixteen-inch outfall sewer, together with all rights of way appertaining thereto, and to convey the same, together with such rights of way to said party of the second part, subject, however, to the perpetual right herein and hereby vested in said party of the first part to dispose of and convey its sewage through said proposed sixteen-inch outfall sewer and through the sewer already constructed with which it is to connect, into San Diego Bay, or to such other point as the outlet thereof may at any time be extended or changed; provided, however, that should it ever become necessary, by reason of congestion of sewage passing through said proposed sixteen-inch outfall sewer, to enlarge the same, or to otherwise improve said proposed outfall to an extent sufficient to care for the increased amount of sewage, or to change its location, or to provide and install any other improvement sufficient to care for said increased sewage, then and in that event the said party of the first part will provide for and pay its proportionate share of said expense.

(3) That for and in consideration of the benefits to be derived by it in consequence thereof said party of the first part hereby agrees to acquire and obtain all necessary easements and rights of way along the line of said proposed sixteen-inch outfall sewer, and upon completion of the same to transfer the said easements and rights of way to said party of the second part.

(4) That this contract is hereby made and entered into by the parties hereto solely upon the following expressed condition, to-wit: That if the indebtedness sufficient to provide for the work hereinabove outlined be authorized by the qualified electors of The City of East San Diego, voting at a special election to be called and held for such purpose, and that pursuant to such authorization the officials of the City of East San Diego do and perform all things necessary for the sale of bonds sufficient to raise the money necessary for said expenditures hereinabove referred to, then and in that event this contract and the terms and provisions hereof shall be in full force and effect, otherwise to be null and void.

IN WITNESS WHEREOF, said City of East San Diego, party of the first part, has hereunto caused its name to be signed by the President of the Board of Trustees of said City, and its corporate seal to be affixed, and these, its corporate acts, to be attested by its City Clerk, and said The City of San Diego, party of the second part, has caused its name to be signed by the Common Council of said City, and a majority of said Common Council acting as such members and for and on behalf of said City have hereunto affixed their names, and have caused the corporate seal to be affixed, and these, its corporate acts, to be attested by the City Clerk of said City, on the day and date first above written.

CITY OF EAST SAN DIEGO.

A municipal corporation.

By A. Ray Sault, Jr.  
President of the Board of Trustees  
of the City of East San Diego.

(SEAL) ATTEST:

Wilbur W. Easton,  
City Clerk of said City of East San Diego.

THE CITY OF SAN DIEGO.

A municipal corporation.

By Harry K. Weitzel  
Don M. Stewart  
Fred A. Heilbron  
Jno. A. Held  
Virgilio Bruschi.  
Members of the Common Council of  
said The City of San Diego.

(SEAL) ATTEST:

Allen H. Wright,  
City Clerk of said The City of San Diego.

I hereby approve the form of the foregoing Contract, this 6th day of October, 1920.  
Arthur T. French,

City Attorney of The City of East San Diego.

I hereby approve the form of the foregoing Contract, this 6th day of October, 1920.  
S. J. Higgins,

City Attorney of The City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of

SEWER CONTRACT between THE CITY OF EAST SAN DIEGO and THE CITY OF SAN DIEGO, CALIFORNIA, being Document No. 131306.

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

By Y. A. Jacques Deputy.

AGREEMENT, Made this 16th day of August, 1920, by and between SANTA FE LAND IMPROVEMENT COMPANY, a California corporation, hereinafter called the Improvement Company, and the CITY OF SAN DIEGO, a California municipal corporation, hereinafter called the City.

RECITALS:

The parties desire to reduce to writing their understanding pursuant to which the Improvement Company has leased to the City for highway purposes the property hereinafter particularly described.

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 Improvement Company does hereby lease to the City for highway purposes all of that certain real property belonging to the Improvement Company and situated in the City of San Diego, County of San Diego, State of California, as shown outlined by red lines upon the blue print of Drawing No. 76-14440, hereunto attached, marked "Exhibit A", hereby referred to and made a part hereof.

TO HAVE AND TO HOLD, together with the appurtenances thereunto belonging, or in anywise appertaining, unto the City upon and subject, however, to the conditions, reservations and exceptions to which the City by the use and occupation of said premises expressly agrees as follows:

1. That the demised premises shall be used by the City exclusively for highway purposes.
2. That nothing herein contained shall be construed as vesting in the City any right, title, interest or estate in or to the demised premises, or any right to continue the use or occupancy thereof after the termination hereof in the manner hereinafter provided.
3. That this lease may be terminated by the Improvement Company at any time upon giving to the City ninety days written notice of the desire and intention of the Improvement Company to terminate the same, and upon the expiration of the time specified in such notice, which shall be sufficiently given if mailed in an envelope addressed to the City at San Diego, California, the City shall have the right either to vacate the demised premises and discontinue the use thereof for highway purposes, or to retain the possession of the demised premises and receive a deed from the Improvement Company of all its right, title and interest thereto upon and subject, however, to the express condition that the City shall, before the expiration of said period of ninety days, cause to be furnished and delivered to the Improvement Company a good and sufficient deed conveying to the Improvement Company free and clear of all incumbrances the real property shown outlined in yellow upon said "Exhibit A", together with certificate of title showing title thereto in the grantee therein named.

IN CONSIDERATION of the premises and of the leasing to it by the Improvement Company of the premises hereinbefore described, the City covenants and agrees to and with the Improvement Company that it will use and occupy said premises for highway purposes only upon and subject to each and all of the covenants, reservations and conditions hereinabove set forth.

IN WITNESS WHEREOF, the parties hereto have executed this indenture the day and year first above written.

SANTA FE LAND IMPROVEMENT COMPANY  
By N. W. Willard  
ITS VICE-PRESIDENT  
CITY OF SAN DIEGO,  
Fred A. Heilbron,  
Don M. Stewart,  
Harry K. Weitzel,  
Jno. A. Held,  
Virgilio Bruschi  
MEMBERS OF THE COMMON COUNCIL OF THE  
CITY OF SAN DIEGO, CALIFORNIA.

I hereby approve the form of the foregoing Agreement this 17th day of November, 1920.  
S. J. HIGGINS, City Atty.

By Arthur F. H. Wright, Deputy.

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned, J. J. Richert and Margaret B. Richert, his wife, of the County of San Diego, State of California, grantors in that certain deed dated June 1, 1909, and recorded November 2nd, 1909, in Book 472 of Deeds, page 397, Records of said San Diego County, made and entered into by and between said J. J. Richert and Margaret B. Richert, his wife, as said grantors, and H. W. Kellar and W. G. Kerckhoff, as grantees, and covering all that portion of Pueblo Lot 1299, shown enclosed in red lines on the print attached to the foregoing lease-agreement, and other property, do hereby consent to the making, execution and delivery of said lease-agreement, but do not join in any covenants of said lease-agreement, nor waive any rights as to property other than that shown enclosed in said red outline.

IN WITNESS WHEREOF, the undersigned have duly executed this instrument this 13 day of September, 1920.

J. J. Richert  
Margaret B. Richert

(BLUE PRINT ATTACHED TO ORIGINAL DOCUMENT)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between SANTA FE LAND IMPROVEMENT COMPANY and the CITY OF SAN DIEGO, CALIFORNIA, covering land near Elvira Station, being Document No. 131894.

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

By Y. A. Jacques Deputy.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that UNITED STATES POTASH COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, as principal, and UNITED STATES FIDELITY & 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 TWENTY THOUSAND DOLLARS (\$20,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29 day of November, A. D. 1920.

The condition of the above and foregoing obligation is such that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City Portland Cement, upon the terms more particularly and in detail set forth in that certain advertisement for bids, proposal of contractor, and specifications filed in the office of the City Clerk of said The City of San Diego on the 3rd day of November, 1920, marked Document No. 131703, and endorsed: "Bid United States Potash Company. Cement for Barrett Dam." Copies of said advertisement for bids, proposal of contractor 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 specifications for a particular description of the deliveries to be made.

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

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

United States Potash Company  
Principal.

ATTEST:

Coy Burnett  
Secretary.

By Aman Moore, Vice President.

UNITED STATES FIDELITY & GUARANTY COMPANY  
By W. H. Schroder Surety.  
Its Attorney in Fact

STATE OF CALIFORNIA ) SS.  
COUNTY OF LOS ANGELES }

On this 29th day of November in the year one thousand nine hundred and Twenty, before me, Agnes L. Whyte, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared W. H. Schroder, known to me to be the duly authorized Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said W. H. Schroder duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

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

Agnes L. Whyte,  
Notary Public in and for Los Angeles County,  
State of California.

(SEAL)

I hereby approve the form of the within Bond, this 2nd day of December, 1920.

S. J. Higgins,  
City Attorney,  
By Arthur F. H. Wright,  
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 December, 1920.

Harry K. Weitzel  
Don M. Stewart  
Fred A. Heilbron  
Virgilio Bruschi  
Jno. A. Held  
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright, City Clerk.  
By Y. A. Jacques, Deputy.

#### CONTRACT FOR CEMENT FOR BARRETT DAM.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 24th day of November, 1920, 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, acting by and through a majority of the members of the Common Council hereunto duly authorized, and a majority of the members of the Board of Water Commissioners of The City of San Diego, hereunto duly authorized, hereinafter sometimes designated as the City, and UNITED STATES POTASH COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

#### I.

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 in the attached specifications provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City Portland Cement, as provided in the specifications attached hereto and made a part hereof, and to furnish and deliver said cement in serviceable cloth sacks, f.o.b. cars at the plant of the United States Potash Company, Monolith, California, for the price of Three and 18/100 dollars (\$3.18) per barrel, inclusive of sacks; the sum of twenty-five cents (25¢) to be paid by the contractor to the City for each empty sack returned to said contractor in serviceable condition, f.o.b. cars at the delivery point stated above.

The contractor agrees to begin delivery of cement upon receipt of written notice from the Hydraulic Engineer of The City of San Diego within fifteen (15) days after the execution of this contract, and to make deliveries in such quantities as required by The City of San Diego in quantities not to exceed ten thousand (10,000) barrels per month; it being expressly understood and agreed by both parties hereto that said City will purchase under the terms of this contract at least twenty-five thousand (25,000) barrels of Portland Cement; it being further expressly understood and agreed that said City shall have the right to purchase, and said contractor agrees to deliver, according to the terms and for the price mentioned in this contract such Portland cement in addition to said twenty-five thousand (25,000) barrels as may be required by said City, in quantities not to exceed ten thousand (10,000) barrels per month, and not to exceed a total of \_\_\_\_\_ barrels in all; all deliveries to be completed on or before March 31st, 1921.

All cement delivered under the terms of this contract shall be made pursuant to and in conformity with, and the performance of the terms of this contract shall be in strict compliance with the advertisement for bids, proposal of contractor and the specifications contained in Document No. 131703, filed in the office of the City Clerk of said City on the 3rd day of November, 1920, and endorsed: "Bid United States Potash Company. Cement for Barrett Dam;" true copies of said advertisement for bids, proposal of contractor and specifications being attached hereto, marked "Exhibit A," and by reference thereto incorporated herein and made a part hereof, as though in this paragraph fully set forth.

#### II.

In consideration of the delivery of Portland cement by said contractor herein undertaken, according to the terms of this contract, and the faithful performance of all of the

obligations and covenants by said contractor herein undertaken and agreed upon, said contractor shall be paid as is provided in the specifications attached hereto.

### III.

Said contractor hereby agrees that it will be bound by each and every part of said specifications, and deliver and cause to be delivered all of said cement as specified in said specifications as the same may be interpreted by the Hydraulic Engineer of said City.

### IV.

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

### V.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of said The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board, or officer thereof be liable for any portion of said contract price.

IN WITNESS WHEREOF, a majority of the members of the Common Council have hereunto set their hands in pursuance of Resolution No. 25999, duly adopted by said Common Council on the 22nd day of November, 1920, authorizing such execution, and a majority of the members of the Board of Water Commissioners of The City of San Diego have hereunto set their hands in pursuance of Resolution No. 72, duly adopted by said Board of Water Commissioners on the 22d day of November, 1920, authorizing such execution, as and for the act of said City, and the said Contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, this 24th day of November, 1920.

(SEAL) ATTEST:

Allen H. Wright, City Clerk  
By Hugh A. Sanders Deputy

ATTEST:

Luril Palmer  
Secretary

By THE CITY OF SAN DIEGO  
Harry K. Weitzel  
Fred A. Heilbron  
Jno. A. Held  
Don M. Stewart  
Members of the Common Council.  
Horace B. Day  
Horace Aughe  
Board of Water Commissioners  
of The City of San Diego.

(SEAL) Attest:

Coy Burnett  
Secretary

By UNITED STATES POTASH COMPANY  
Aman Moore,  
Vice President

I hereby approve the form of the foregoing Contract, this 18th day of November, 1920.  
S. J. Higgins,  
City Attorney.

10/18/20

"EXHIBIT A."  
Specifications No. S-104.  
CITY OF SAN DIEGO,  
CALIFORNIA  
ADVERTISEMENT, PROPOSAL  
and  
SPECIFICATIONS.  
CEMENT

Proposals received at San Diego, California, until 11 o'clock A. M., November 3, 1920.  
E. D. Williams, Purchasing Agent.

### CONTENTS

Advertisement.

Notice to bidders.

Proposal.

- Specifications:  
General Conditions:  
1. Form of proposal and signature  
2. Proposal.  
3. Certified check.  
4. The contract.  
5. Contractor's bond.  
6. Transfers.  
7. Engineer.  
8. Contractor.  
9. Delays.  
10. Suspension of contract.  
11. Errors and omissions.  
12. Progress estimates and payments.  
13. Preference in making award.

- Specifications:  
Detail Specifications:  
14. Definition  
15. Chemical limits.  
16. Specific gravity.  
17. Fineness.  
18. Soundness.  
19. Time of setting.  
20. Tensile strength.  
21. Packages and marking.  
22. Storage.  
23. Inspection.  
24. Rejections.  
25. Number of samples.  
26. Method of sampling.  
27. Treatment of samples.  
28. Method of test and analysis.

ADVERTISEMENT.  
City of San Diego.

San Diego, California.  
October 20, 1920.

Sealed proposals will be received at the office of the Purchasing Agent of the City of San Diego, California, until 11 o'clock A. M., November 3, 1920, and will at that hour be opened by the Purchasing Agent of the City of San Diego, for furnishing twenty-five thousand (25,000) barrels of Portland cement, f.o.b. cars, Manufacturer's Plant.

For particulars address H. N. Savage, Hydraulic Engineer, City of San Diego, City Hall, San Diego, California.

E. D. WILLIAMS,  
Purchasing Agent.

### NOTICE.

NOTICE IS HEREBY GIVEN, that sealed proposals will be received at the office of the Superintendent of the Purchasing Department of the City of San Diego, California, until eleven o'clock A. M. of the 3rd day of November, 1920, for the furnishing to the City of San Diego, of twenty-five thousand (25,000) barrels of Portland cement, f.o.b. cars Manufacturer's plant, said cement to be used in the construction of the Barrett Dam; all in accordance with the specifications therefor contained in Document No. 131497, filed in the office of the City Clerk of the City of San Diego on October 20, 1920.

The delivery of the said material must begin within fifteen days after award of contract, and said material must be delivered as required by the City of San Diego in quantities not to exceed ten thousand (10,000) barrels per month; all deliveries to be completed on or before March 31, 1921.

Each bidder must accompany his bid with a check upon some responsible bank, properly certified, payable to the City Clerk of the City of San Diego, for a sum equal to five per cent. (5%) of the aggregate sum of the bid, which check and the moneys represented thereby shall be held by the City as a guarantee that the bidder, if awarded the contract will in good faith enter into such contract and give the security required for the faithful performance thereof. Such check and the moneys represented thereby will otherwise be forfeited to the City. No bid will be received that is not accompanied by such certified check.

All proposals shall be made upon a printed form which will be furnished gratuitously by the Superintendent of the Purchasing Department of said City, and must be accompanied by the affidavit appearing with such form, and no bid will be considered that does not contain such affidavit.

The successful bidder will be required to furnish the City a bond with good and sufficient sureties, in a sum equal to twenty-five per cent. (25%) of the amount of the contract price, conditioned for the faithful performance of said contract.

The Common Council and Board of Water Commissioners reserve the right to reject any and all bids.

Dated San Diego, California, this 21 day of October, 1920.

E. D. WILLIAMS

Superintendent of the Purchasing Department of the  
City of San Diego, California.

#### NOTICE TO BIDDERS

Each proposal must be accompanied by a check certified by a responsible bank, payable to the order of the Purchasing Agent of the City of San Diego, for an amount not less than five per cent of the aggregate sum of the bid, and so payable as a guarantee that the bidder will enter into the proposed contract if the same is awarded to him, and furnish the bond required by the specifications.

The total amount of cement proposed to be purchased under these specifications is estimated at twenty-five thousand (25,000) barrels. Actual shipping requirements may vary considerably from the advance estimates, and bidders are requested to name a price at which they will furnish such amounts as may be requested during the period covered by the contract and may place a maximum limit on the amount which they are thus willing to furnish, monthly and total - if they desire to do so. The price bid per barrel shall include the value of the cloth sacks and shall be for delivery f.o.b. cars at the manufacturer's plant. The bidder shall state in the proposal the amount to be allowed the City of San Diego for each sack returned in serviceable condition f.o.b. cars at the delivery point above stated.

After the hour fixed in the advertisement for opening bids, no bidder will be permitted to withdraw his proposal without rendering his certified check subject to forfeiture to the City of San Diego as liquidated damages, as in the case of refusal to execute contract and bond after award.

The envelope enclosing the proposal must be marked "Proposal for cement," and addressed "The Purchasing Agent of the City of San Diego, California."

#### PROPOSAL.

November 1st, 1920.

To the Common Council of the  
City of San Diego, California.

Sirs:

Pursuant to the foregoing advertisement and notice to bidders, the undersigned bidder proposes to furnish Portland cement as provided in the specifications attached hereto and made a part hereof, and agrees on acceptance of this proposal to execute a contract with necessary bond, of which contract this proposal and the said advertisement and specifications shall form a part, for furnishing and delivering said cement in serviceable cloth sacks, f.o.b. cars at Manufacturer's Plant, located at Monolith, California, for Three dollars and eighteen cents (\$3.18) per barrel, inclusive of sacks. The sum of twenty-five cents (25¢) will be paid by the contractor to the City of San Diego for each empty sack returned in serviceable condition f.o.b. cars, at the delivery point stated above.

The bidder agrees to begin delivery of cement within fifteen (15) days after award of contract and to make deliveries as required by the City of San Diego in quantities not to exceed ten thousand (10,000) barrels per month, all deliveries to be completed on or before March 31, 1921.

The bidder furthermore agrees that in case of his default in executing such contract with necessary bond, the proceeds of the check accompanying this proposal shall be and remain the property of the City of San Diego, as provided in paragraph 3 of the specifications.

Signature UNITED STATES POTASH CO.

By Coy Burnett  
Secretary & Treasurer.

Address 608-13 Hibernian Bldg.  
Los Angeles, Cal.

(Corporate Seal)

Names of individual member of firm or (Fred R. Ballin Pres't.  
names and titles of all officers of (Aman Moore, V. Pres't.  
corporation. (Coy Burnett, Sec. & Treas.

Corporation organized under the laws of the State of Nevada.  
STATE OF CALIFORNIA ) ss.  
County of Los Angeles )

COY BURNETT, being duly sworn, says that he is Secretary & Treasurer of the UNITED STATES POTASH CO. bidder--- under the notice of the Superintendent of the Purchasing Department of the City of San Diego, hereto attached, inviting sealed proposals for the furnishing of 25,000 barrels of Portland Cement to the City of San Diego; that the bid herewith presented is genuine, and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that he has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person or firm or corporation to refrain from bidding, and that the said bidder has not in any manner sought by collusion to secure to any bidder an advantage over other bidders.

COY BURNETT

Subscribed and sworn to before me  
this 1st day of November, 1920.

JUSTINE OTTOFY (SEAL)

Notary Public in and for the County  
of Los Angeles, State of California.  
My Commission Expires Feb. 14, 1924.

#### SPECIFICATIONS.

##### General Conditions.

1. Form or proposal and signature. The proposal shall be made on the form provided therefor and shall be inclosed in a sealed envelope marked and addressed as required in the notice to bidders. The bidder shall state in words and in figures the unit prices or the specific sums, as the case may be, for which he proposes to supply the material required by these specifications. If the proposal is made by an individual it shall be signed with

his full name, and his address shall be given; if it is made by a firm it shall be signed with the co-partnership name by a member of the firm and the name and address of each member shall be given; and if it is made by a corporation it shall be signed by an officer with the corporate name attested by the corporate seal. No telegraphic proposal or telegraphic modification of a proposal will be considered.

2. Proposal. Blank spaces in the proposal should be properly filled, the phraseology of the proposal should not be changed and no additions should be made to the items mentioned therein. Unauthorized conditions, limitations or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. If the unit price and the total amount named by a bidder do not agree, the unit price alone will be considered as representing the bidder's intention. A bidder may withdraw his proposal before the expiration of the time during which proposals may be submitted, without prejudice to himself, by submitting a written request for its withdrawal to the officer who holds it. No proposals received after said time will be considered. Bidders are invited to be present at the opening of proposals. The right is reserved to reject any or all proposals to accept one part of a proposal and reject the other and to waive technical defects, as the interests of the City of San Diego may require.

3. Certified Check. Each bidder shall submit with his proposal a certified check for the sum stated in the notice to bidders, payable to the order of the "City Clerk of the City of San Diego," hereinafter styled "City Clerk." The proceeds of said check shall become the property of the City of San Diego if the bidder fails or refuses to execute the required contract and bond within the time specified in Paragraph 4 in case his proposal is accepted. The check of the successful bidder will be returned after execution of his contract and the approval of his bond on behalf of the City of San Diego, and those of the other bidders will be returned at the expiration of forty-five days from the date of opening proposals, or sooner if contract is executed prior to that time.

4. The Contract. The bidder to whom award is made shall enter into a written contract with the City of San Diego and furnish good and approved bond within fifteen days after receiving forms of contract and bond for execution. The contract shall be in the form adopted by the City of San Diego. This form may be examined at the office of the City Clerk, copies will be furnished on request to the parties proposing to bid. If the bidder to whom award is made fails to enter into a contract as herein provided the award will be annulled and an award may be made to the next lowest bidder in the opinion of the officer of the City of San Diego by whom the first award was made, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom an award was made. The advertisement, notices to bidders, proposals, general conditions and detail specifications will be incorporated in the contract. A corporation to which an award is made will be required, before the contract is finally executed, to furnish certificate of its corporate existence and evidence that the officer signing the contract is duly authorized to do so.

5. Contractor's Bond. The contractor shall furnish a faithful performance bond in an amount not less than twenty-five per cent. of the estimated aggregate payments to be made under the contract, conditioned upon the faithful performance by the contractor of all covenants and stipulations in the contract.

If, during the continuance of the contract, any of the sureties die, or in the opinion of the Common Council are or become irresponsible, the Common Council may require additional sufficient sureties which the contractor shall furnish to the satisfaction of said Common Council within ten days after the notice, and in default thereof the contract may be suspended by the Common Council and the materials purchased or the work completed as provided in paragraph twelve.

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

7. Engineer. The word "Engineer" used in these specifications or in the contract, unless qualified by the context, means the Hydraulic Engineer of the City of San Diego, California. He will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material and the determination of costs the decision of the Engineer shall be final and binding upon both parties.

8. Contractor. The word "Contractor" used in these specifications or in the contract means the person, firm or corporation with whom the contract is made by the City of San Diego. During the absence of the contractor from the works his foreman or designated agent shall represent him.

9. Delays. The contractor shall receive no compensation for delays or hindrances. Extension of time will be allowed for unavoidable delays that result from unforeseen causes or conditions that, in the opinion of the engineer, are undoubtedly beyond the control of the contractor. An application for an extension of time shall be accompanied by the formal consent of the sureties, but an extension of time, whether with or without the consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force and effect until the discharge of the contract.

10. Suspension of contract. If the contractor fails to begin the delivery of the material as provided in the contract, or fails to maintain the delivery of the material in such a manner as to insure a full compliance with the contract within the time limit, the engineer, after written notice to the contractor, shall have power to suspend the operations of the contract and purchase the materials necessary to complete the contract, in such manner as he may deem proper; or he may, in his discretion, after such notice, purchase any of the materials without suspending the contract. Any cost in excess of the contract price arising from the purchase of material by the engineer, as herein provided, will be charged to the contractor and his sureties, who shall be liable therefor. In the determination of the question as to whether there has been such compliance with the contract as to warrant the suspension thereof or to warrant the purchase of material from other parties without suspending the contract, the decision of the Hydraulic Engineer shall be final and binding upon both parties.

11. Errors and omissions. The contractor will not be allowed to take advantage of any error or omission in these specifications. Suitable instructions will be given when such error or omission is discovered.

12. Progress estimates and payments. At the end of each calendar month the engineer will prepare a statement of the amount of cement delivered to that date under the terms of the contract and an estimate of the value of the same on the basis of the unit price named in the contract. From the total thus computed deduction will be made of all amounts due the City of San Diego from the contractor for supplies or materials furnished or services rendered and any other amounts that may be due to the City of San Diego as damages for delays or otherwise under the terms of the contract. From the balance thus determined will be deducted the amount of all previous payments and the remainder will be paid to the contractor upon the approval of the accounts. When the terms of the contract shall have been fully complied with to the satisfaction of the engineer and when a release of all claims against the City of San Diego under or by virtue of, the contract shall have been executed

by the contractor, final payment will be made of any balance due.

13. Preference in making award. Preference in making award will be given to a brand of cement which has been in continuous and successful use in the State of California for three years.

#### DETAIL SPECIFICATIONS

14. Definition. Portland cement is the product obtained by finely pulverizing clinker produced by calcining to incipient fusion, an intimate and properly proportioned mixture of argillaceous and calcareous materials, with no additions subsequent to calcination excepting water and calcined or uncalcined gypsum.

15. Chemical limits. The following limits shall not be exceeded:

	Per cent.
Loss on ignition.....	4.00
Insoluble residue.....	0.85
Sulphuric anhydride (803)...	2.00
Magnesia (MgO).....	5.00

16. Specific gravity. The specific gravity of cement shall be not less than 3.10 (s.07 for white Portland cement). Should the test of cement as received fall below this requirement a second test may be made upon an ignited sample. This specific-gravity test will not be made unless specifically ordered.

17. Fineness. The residue on a standard No. 200 sieve shall not exceed 22 per cent. by weight.

18. Soundness. A pat of neat cement shall remain firm and hard, and show no signs of distortion, cracking, checking or disintegration in the steam test for soundness.

19. Time of setting. The cement shall not develop initial set in less than 45 minutes when the Vicat needle is used or 60 minutes when the Gillmore needle is used. Final set shall be attained within 10 hours.

20. Tensile strength. The average tensile strength in pounds per square inch of not less than three standard mortar briquettes composed of one part cement and three parts standard sand, by weight, shall be equal to or higher than the following:

Age at test	Storage of briquettes.	Tensile strength pounds per square inch.
7 days	1 day in moist air, 6 days in water	200
28 "	1 day in moist air, 27 days in water	300

The average tensile strength of standard mortar at 28 days shall be higher than the strength at 7 days.

21. Packages and markings. The cement shall be delivered in suitable bags or barrels with the brand and name of the manufacturer plainly marked thereon, unless shipped in bulk. A bag shall contain 94 pounds net. A barrel shall contain 376 pounds net.

22. Storage. The cement shall be stored in such a manner as to permit easy access for proper inspection and identification of each shipment, and in a suitable weather-tight building which will protect the cement from dampness.

23. Inspection. Every facility shall be provided the engineer for careful sampling and inspection at the mill. At least ten days from the time of sampling shall be allowed for the completion of the 7-day test and at least 31 days shall be allowed for the completion of the 28-day test. The cement shall be tested in accordance with the methods hereinafter prescribed. The 28-day test shall be waived only when specifically so ordered.

24. Rejection. The cement may be rejected if it fails to meet any of the requirements of these specifications. Cement shall not be rejected on account of failure to meet the fineness requirements if upon retest after drying at 100° C for one hour it meets this requirement. Cement failing to meet the test for soundness in steam may be accepted if it passes a retest using a new sample at any time within 28 days thereafter. Packages varying more than 5 per cent. from the specified weight may be rejected; and if the average weight of packages in any shipment as shown by weighing 50 packages taken at random is less than that specified, the entire shipment may be rejected.

25. Number of samples. Tests may be made on individual or composite samples as may be ordered. Each test sample should weigh at least 8 pounds.

(a) Individual sample -- If samples in cars one test sample shall be taken from each 50 barrels or fraction thereof. If sampled in bins one sample shall be taken from each 100 barrels.

(b) Composite sample -- If sampled in cars one sample shall be taken from 1 sack in each 40 sacks (or 1 barrel in each ten barrels) and combined to form one test sample. If sampled in bins or warehouses one test sample shall represent not more than 200 barrels.

26. Method of sampling. Cement may be sampled at the mill by any of the following methods that may be practicable, as ordered:

(a) From the conveyor delivering to the bin:-- At least 8 pounds of cement shall be taken from approximately each one hundred barrels passing over the conveyor.

(b) From filled bins by means of proper sampling tubes:-- Tubes inserted vertically may be used for sampling cement to a maximum depth of 10 feet. Tubes inserted horizontally may be used where the construction of the bin permits. Samples shall be taken from points well distributed over the face of the bin.

(c) From filled bins at points of discharge:-- Sufficient cement shall be drawn from the discharge openings to obtain samples representative of the cement contained in the bin, as determined at the discharge openings of indicators placed on the surface of the cement directly above these openings before drawing of the cement is started.

27. Treatment of samples. Samples preferably shall be shipped and stored in air-tight containers. Samples shall be passed through a sieve having 20 meshes per linear inch in order to thoroughly mix the sample, break up lumps, and remove foreign materials.

28. Methods of test and analysis. The methods of making physical tests and chemical analyses under these specifications shall conform to the requirements of Articles 20 to 62, inclusive, of the United States Government Specifications for Portland Cement, published in Circular of the Bureau of Standards No. 33, 3rd edition, issued January 18, 1917, copies of which may be procured from the Superintendent of Documents, Government Printing Office, Washington, D. C., at 10 cents per copy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between City of San Diego, California, and UNITED STATES POTASH COMPANY, for Cement for Barrett Dam, being Document No. 131885.

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

By Y. A. Jacques Deputy.

End Book # 3

