

LEASES & CONTRACTS - BOOK #4

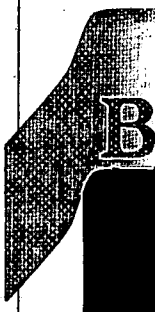
CONTRACTS		LEASES	
Annex Mission Valley Hospital (Porter & Smith)	18	Ames, Mrs. S.G.- Lot 151, Morena	7
A.T.&S.F.Ry.Co.- Pipe Line	35	Allen, H. D.- P.L. 1102	37
A.T.&S.F.Ry.Co.- Pipe Line	36	Ames, Mrs. S.B.-Lot 151, Morena	45
Adams Avenue Bridge--Lipscomb & Dutton	127	Adair, J.Clyde & L.C.Marron-Marron V.Ranch	65
Audit Freight Bills:Carmichael-Skidmore	130	Allen, H. D.- P.L. 1102	68
A.T.&S.F.Ry.Co.- Pipe Line Supplemental	145	Ames, Mrs. S.B.-lot 151, Morena	103
" " " "	146	Allen, H. D.- P.L. 1102	117
" " " License	153	Ames, Mrs. S.B.-Lot 151, Morena	156
Audit Freight Bills;Arthur F.Chessman	158	Allen, H. D.- P.L. 1102	194
Abbott Street Lighting	208	Adair & Marron - Marron Valley Ranch	195
		Ames, Mrs. S.B.- Lot 151, Morena	239

Contracts

Bldge. Raise on tide lands	{ United Dredging Co.	1
Bridges- Painting of	Richard E. Seol)	7
Board Supervisors-	{ re maintenance Vocational Home	11
Bailey, W. M. Co. -	Cement - sewer	119
Broadway Lighting Dist.	#1	168
Bethlehem Steel Co. --	Mun. Pier #2 Track Materials for	174
Barclay & Schaniel;	Skye Valley Bridge	215

LEASES

Butler, R. G.- P.L. 1360	12
Baker, Amelia & Daniel & Grace B. Diffendorf	28
" " " " " " " "	50
Butler, R. G.- P.L. 1360	52
" " " "	107
(various Pueblo Lots)	
Baker, D.A. & Diffendorf, Grace B.	159





LEASES

Cohn, A. J. & R. Hopkins; Tide lands
Campbell Machine Co.; Tide Lands
Campbell Machine Co.; Tide Lands

CONTRACTS

163 Calif. Const. Company-pave Pershing Drive 69
188 Calif. Filter Co.-Torrey Pines Res. Filters 84
189 Calif. Const. Co.-additional paving Per. Dr. 90
Cushing Const. Co.-pave Harbor Street 109
Carmichael-Skidmore: Audit Freight Bills 130
Calif. Filter Co.-2 Filters, Torrey Pines 148
Chessman, Arthur F.; Audit Freight Bills 158
Cartwright, Emma E.; Purchase of Lands 211



LEASES

Dillow, William- P.L. 1329
 (Amelia & Daniel
 Diffendorf, Grace B. & Baker
 " " " " " " " "
 Dillow, William-P.L.1329
 Dillow, William-P.L.1353

12
 28
 50
 51
 213

C O N T R A C T S

Daley, G. R.-pave Imperial thru Encanto 133
 Doren & Boyd-Mun.Pier #2 Contract B 116
 Daley, G. R.-pave Imperial & 40th St. 137
 Dredging Agreement--Spreckels Bros.Co.L 140
 Daley, G.R.-pave driveway in Park 198

D

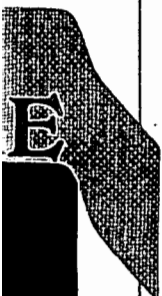
CONTRACTS

Eastern Add, Blk 14	(Temporary Permit Fr. Blanche M. Roulean for road	4
Encanto paving, & Imperial Ave. - G.R. Daley		133
Equitable Asphalt Maint. Co.		162

LEASES

Eadie, Robert - P.L. 1203	76
for branch library	
Eber, George - Lot 34, Blk. 144, Land & Town	108
Evans, John W. & Remick; Tideland	238





C O N T R A C T S

L E A S E S

Fenton-Parker Material Co. (cement)	131
" " " " "	122
40th St. & Imperial Ave. paving-G.R. Daley	137

F

C O N T R A C T S . . .

L E A S E S

Great Western Bldg. Co.-rep. 30th St. Bridge 81
General Chemical Co.; Sulphate Alumina 218

Gordon, Alec-Tidelands foot 4th St.

44



G

CONTRACTS

LEASES

Henshaw & Fletcher- Supplemental- Water 13
 Harbor Com.-with Frank G.White-Mun.Pier#2 89
 Hay, Tame Oat: L. F. McLaughlin 126
 " " " " " Release 157

Hadland-Olsen Company-certain Tide Lands 46
 Hadland-Olsen Company-Mun.T.L.Sub.Tract#1 47
 Hopkins,R. & Cohn,A.J.--Tidelands 163

C O N T R A C T S

Imperial Ave. paving, thru Encanto-G.R. Daley 133

" " " & 40th St. " 137

H

LEASES

International Packing Corp.-Tidelands

31

" " " " "

33

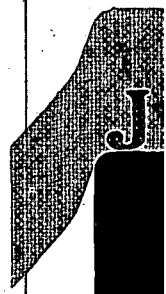
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C O N T R A C T S.

JOHNSON, Wm. Leighton, -N/A-Saver

155

I



C O N T R A C T S

Korte, G. F. et ux; Compromise Agreement	169
Kendall, J. M. - Cement	183
" " "	225

LEASES

Klicka Lumber Co.; Portland Cement

233

K

C O N T R A C T S

Lipscomb. & Dutton-Salvage Wood Stave pipe	95.2
Li"bar, "olite" --- Adams Avenue Bridge	127
Lighting; S.D.#1	39
" Park Ave.	52
" Loma Portal	54
" Abbott Street	74
" S.D.#1	80
" S.D.#1	146
" Abbott Street	160
" Broadway #1	168
" Loma Portal #1	170
" La Jolla #1	171
" Park Avenue #1	173
" Abbott Street	208
" La Jolla #1	214
" La Jolla #2	227

K

LEASES

Lockyer, E.T.- P. L. 1355	4
Lewis, G. H.- P. L. 1240	5
Lewis, G.H.-P. L. 1240	49
Lockyer, E.T.- P.L.1355	49
Lockyer, E. T.-P.L.1355	100
Lewis, G. H. - P. L. 1240	113
La Jolla Country Club - P. L. 1284	113
Lewis, G. H. - P. L. 1240	154
Library Annex; Ed Streicher	161
Lockyer, E. T.- P. L. 1355	176
Lower Calif. Fisheries Co.-Tide Lands	177
Linda & Little; Tide Lands	190
Lewis, G. H.; P. L. 1240	213

CONTRACTS

Mission Valley Hospital Annex	(Porter & Smith)	18
Municipal Pier #2	Frank G. White	189
"	" Cont.B--Doran & Boys	116
"	Steel Products Co. " Track Materials-U.S.	166
"	Track Materials " Bethlehem Steel Co.	174

LEASES

Morena, Lot 151- Mrs. S.B.Ames	7
Municipal Pier- U. S. Gov't	5
Mayo Marking Machine Co.	37
Marron, L.C. & J. Clyde Adair-Marron V. Ranch	65
" " " " " " " "	195

LEASES

M

C O N T R A C T S

McLaughlin, L. F.; Tame Oat Hay 126

McLaughlin, L. F.; Release of Hay Cont. 157

Marine Corps; Water 184

Mc

C O N T R A C T S

McLaughlin, L. F.; Tame Oat Hay	126
McLaughlin, L. F.; Release of Hay Cont.	157
McKechnie, H. M.; Painting City Hall Comfort Station	185
McCloskey, Wm.; plumbing, Mission Beach	201

Mc

LEASES
Niemann, Carl- Portion P.L. 1329

CONTRACTS
103 Nicholson, J. H.- Torrey Pines lodge 87
Neuner Corp.;Printing El Capitan Bonds 219
Nat'l.Cast Iron Pipe Co.;water pipe 220

N

LEASES

Old San Diego, Lot 2, Blk 440 (E. C. Palmer)	17
Oliver, Lawrence-Tide lands	67
Oil: Schadek, Joseph-NE $\frac{1}{4}$ P.L. 212, All 249, 253, 251	73
Oil: Eadie, Robert-P.L. 1203	76
Oil: Smith, C. James-P.L. 1781, por. P.L. 1780, 1785, 1253 & 1265	151
Oil: Pohl, Julian-P.L. 1304, 1305, 1306, 1318 & 1319	152
Old San Diego, Lot 2, Blk. 440 (Mrs. E.C. Palmer)	192
" " " " " "	229

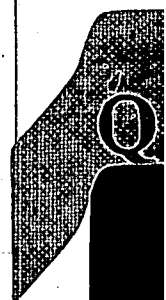
CONTRACTS

Painting Bridges- Richard E. Seol	7
Porter & Smith- Mission Valley Hospital	18
(re const. ^{Annex} building)	
Peace, Mary-Agreement(Ocean Beach	27
Paraffine Companies, Inc.	
& S.D. Rubbish Co. -Tideland lease	28
Pier, Mun. #2-Frank G. White-	89
Pershing Dr.-Calif. Const. Co.-pave	90
Pacific Steamship Company-Mun. Pier	100
Pacific Tank & Pipe Co. - pipe bands	118
Poundmaster's House: A. M. Southard	124
Paraffine Co.: -Rubbish	136
Pipe Line Supplemental-A.T.&S.F. Ry. Co.	145
" " " "	146
Pittsburgh-Des Moines Steel Co.-- ^{pipe} Stand-	142
Park Ave. Lighting Dist. #1	173
Painting City Hall; H. McKechnie	185
Paving 65th St.; W. A. Stebbins	179

LEASES

P.L. 1355- E. T. Lockyer	4
P.L. 1240- G. H. Lewis	5
Pier- (Municipal) - U. S. Gov't	5
P.L. 1329- William Dillow	12
P.L. 1360- R. G. Butler	12
P.L. Various, U. S. Marine Corps	23
Lot 2, Blk. 440 Old S.D.-Palmer, E.C.	17
" " " " " " " "	63
P.L. Various-- J. J. Richert	64
Lot 2, Blk. 440 Old S.D.-Palmer, E.C.	112
P.L. 249, 251, 253; NE 1/4 212: Joseph Schadek	73
P.L. 1240 - G. H. Lewis	49
P.L. Various, U. S. Marine Corps	66
P.L. 1240 - G. H. Lewis	113
P. L. 1203, Robert Eadie	76
P.L. 1284 - La Jolla Country Club	113
J. J. Richert	
P.L. 1272, 1273, 2179, 1306 & 1304 --	116
P.L. 1240- G. H. Lewis	113
P.L. 1326 & 1330; U.S. Dept. Agriculture	132
P.L. 1102 - H. D. Allen	117
1319, oil rights	
Pohl, Julian-P.L. 1304, 1305, 1306, 1318 &	152
C. James Smith	
P.L. 1781; por. 1780, 1785, 1253 & 1265	151
P.L. 1240 - G. H. Lewis	154
P.L. Various; Baker-Diffendorf	159
P.L. 1355 - E. T. Lockyer	176
P.L.-Various; J. J. Richert	178
Palmer, Mrs. E.C.; Lot 2, Blk. 440, Old S.D.	192
P.L. 1102 - H. D. Allen	194
P.L. Various; U.S. Marine Corps	192
P.L. 1785	
Pacific Beach Community League; Por.	204
Palmer, Mrs. E. C.; Lt. 2, Blk. 440, Old S.D.	229
P.L. 1355, por. to Nathan L. Rannells	232
P.L. 1360, - John Zweck	233
P.L. 1240 - G. H. Lewis	213
P.L. 1353 - William Dillow	213
P.L. Various, J. J. Richert	227

P



Q

Contracts

Raise Bldgs on tidelands of United
Roulean, Blanche M. { R/W for temporary use of portion Blk 14 Eastern Add. } dredging Co. 1
Rubbish:--Paraffine Co. 136
~~Richert xxxxxxxx Rich~~

LEASES

Russ Lumber & Mill Co.- Tide Lands	24
Rannells, D.W. Jr.-Portion P.L. 1311 1273	48
Richert, J. J.-P.L.1279,1272,1304,1306	64
Rannells, D.W.Jr.-portion P.L. 1311 & 1306	102
Richert, J. J.-P.L. 1272,1273,1279,1304,	116
Richert, J. J.-P.L. 1279,1272,1304,1306 & 1273	178
Rannells, Nathan L.;por.P.L. 1355	232
Remick, James K. & Evans; Tidelands 1273	238
Richert, J.J.-P.L.1279,1272,1304,1306 &	227

RELEASES

McLaughlin, L.F.; Tame Cat Hay Contract 157

R

CONTRACTS

Seol, Richard E.- Painting Bridges	7
Spruce St. Bridge (Painting- Richard E. Seol)	7
Supervisors, Bd of- (Re Vocational Home)	11
(tideland)	
S. D. Rubbish Co. & Paraffine Co. (lease)	28
S. D. Cons. Gas & E. Co. - S. D. Lighting Dist. #1	39
Lease 727	
J. D. & A. B. Spreckels Sec. Co. - 3rd Street	43
S. D. Cons. Gas & E. Co. - Park Ave. Lighting	52
S. D. Cons. Gas & E. Co. - Loma Portal Lighting	54
" " " S. D. Light. Dist. #1 ^{Abbott Street Ltg.}	74
Salcido, Louis- pave Roosevelt Mem. Drive.	77
S. D. Cons. Gas & E. Co. - S. D. Light. Dist. #1	80
Schirm Com'l. Co., J. S.; cement	121
Southard, A. M.; Poundmaster's house	124
Spreckels Bros. Com'l. Co. -- Dredging San Diego	140
S. D. Cons. Gas & E. Co. - Lighting Dist. #1	146
S. D. Cons. Gas & E. Co. - Abbott St. Light Dist. #1	160
Moines Steel Co.	
Standpipe in Univ. Hts.; Pittsburgh-Des	142
Spreckels Bros. Com'l. Co.; cement	182
Sixty-fifth St., Pave, W. A. Stebbins	179
Stebbins, W. A.; Pave Sixty-fifth St.	179
S. D. Elec. Ry. Co.; Spur Track on Tide Lands (Wharf)	197
Spreckels Bros. Com'l. Co.; Tidelands	195
Sharp & Fellows Cont. Co.; Old Town Bridge	204
Spreckels Bros. Com'l. Co.; Tidelands	209
So. Elec. Co.; re motors for Standpipe	229
Schirm Com'l. Co.; cement	235
Squires-Belt Co.; cement	236
S. D. Cons. Gas & E. Co. - La Jolla Dist. #1	214
Schaniel & Barclay; Skye Valley Bridge	215
S. D. Cons. Gas & E. Co. - La Jolla Dist. #2	227

LEASES

Star & Crescent Boat Co.- tide lands	13
Star & Crescent Boat Co.-tide lands	30
Schadek, Joseph- NE ¹ / ₄ P.L.212, All 249,251 ²⁵³	73
Steigerwald, W.F.- P.L. 1311	95
Stone, M. H. - W. 30 ft. Lot 18, Blk. 4	112
1785,1253 & 1265-oil rights	151
Smith, C. James-P.L.1781,por.P.L.1780,	161
Streicher,Ed.;to city for library annex	226
Service Garage--Police occupancy	240
Reservoir Site	
Shields, Marcus N.;por. El Capitan	

CONTRACTS

30th St. Bdg.-(with Richard E. Seol for painting	7
The Tribune Company -Official Advertising	27
Torrey Pines Res.-Calif.FilterCo.	84
Torrey Pines Lodge-J.H.Nicholson	87
The Tribune Company -Official Advertising	114
Thoma & Harkey for Police Dept.garage ^{space} ucts Co.	157
Track Materials for Pier-U.S.Steel Prod- Co.	166
" " " " Bethlehem Steel	174

LEASES

Tidelands- Star & Crescent Boat Co.	13
Tidelands- Cohn, A. J. & Hopkins, R.	163
Tidelands- Lower Calif. Fisheries Co.	177
Tidelands- Linda & Little	190
Tidelands- Campbell Machine Co.	188
Tidelands- Campbell Machine Co.	189
Tidelands- Spreckels Bros. Com'l. Co. (Wharf)	195
Tidelands- Spreckels Bros. Com'l. Co.	209
Tidelands- Evans & Remick	238

~~CONTRACTS~~

Torrey Pines Lodge-H.H.Nicholson	87
Tribune Company	114

Contracts

United Dredging Co- ^{Raise bldgs} _(tide lands)	1
U. S. Marine Corps- Water	17
U.S. Marine Corps, Water	30
United Dredging Company- dredge ft. 4th	55
" " " " ft Laurel	58
" " " pull piles fto 4th	60
U.S. Fidelity & Guar. Co.-re certain piling	64
U.S. Marine Corps, water	69
U.S. Cast Iron Pipe & Foundry Co.	155

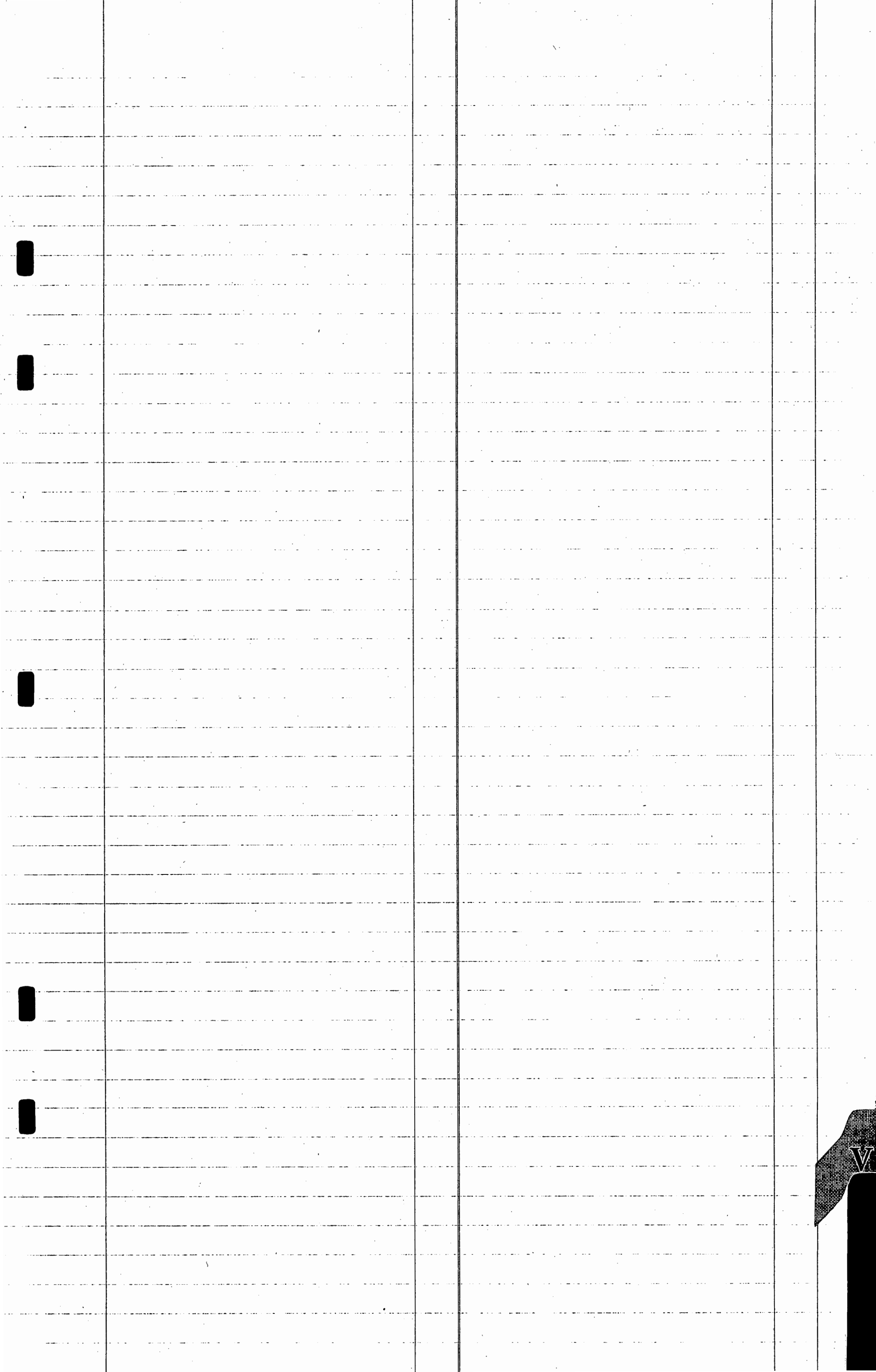
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LEASES

U. S. Gov't- Municipal Pier	5
U. S. Marine Corps- Pueblo Lands	23
U. S. Gov't--Reneval lease Mun.Pier	29
Union Oil Company of California	38
U.S.Marine Corps-pueblo lands	66
U.S.Dept. Agriculture; Por ¹³³⁰ P.L.1326 &	132
U. S. Marine Corps - Pueblo Lands	192

CONTRACTS

Vocational Home- with Board Supervisors	11
U. S. Marine Corps -- Water	17
United Dredging Co.-Mun.pier #2	99
" " " Agreement for Additional Work--Harbor	117
for Mun.Pier #2	
U.S.Steel Products Co.-Track Materials	166
U. S. Marine Corps -- Water	184



CONTRACTS

Water- U. S. Marine Corps	17
Water- Henshaw & Fletcher- (supplemental)	13
Wells, W.H.-Garbage & Swill	41
White, Frank G.- Municipal pier #2	89
Winn, Robt. H. Co.- cement Mun.pier #2	104
Water- U. S. Marine Corps	184
White, Frank G.; Tideland Reclamation	207
Western Metal Supply Co.; fence	211
Western Metal Supply Co.; lead pipe	222
" " " " ; steel pipe	223

LEASES

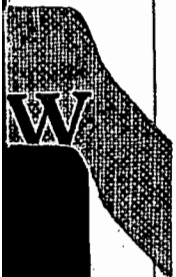
War Dept.-renewal lease Municipal Pier

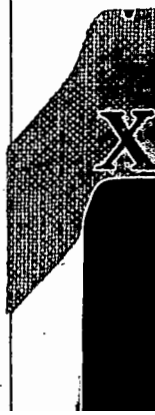
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Welch, W .A.-R/W-lot 134,Middletown

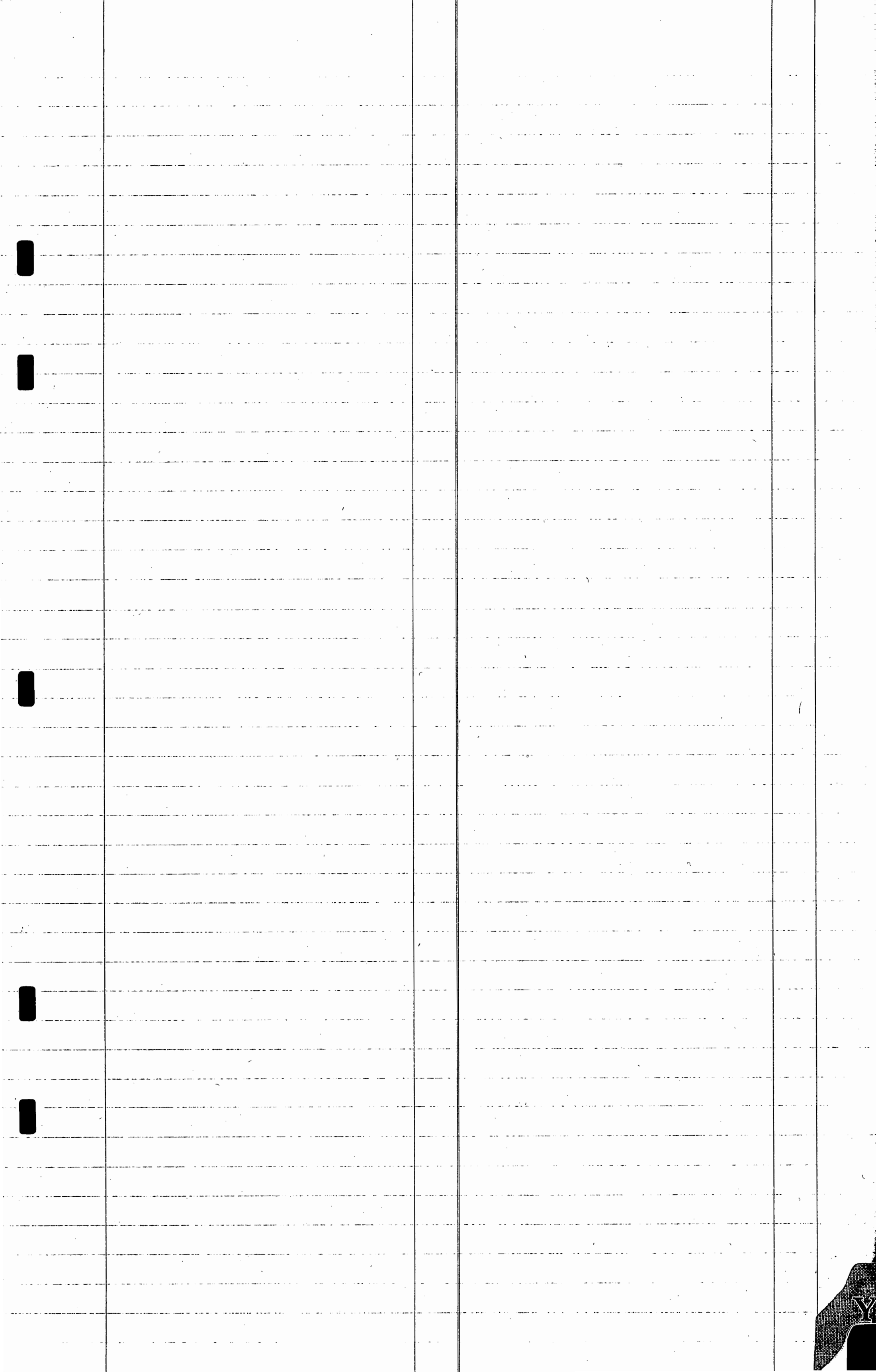
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W









LEASES

Zweck, John; P. L. 1360

233

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, UNITED DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as principal, and FIDELITY & DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto 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 thousand dollars (\$2000.00), 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 16 day of December, 1920.

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 raising of certain buildings located on the tide and other lands included within the area between California Street and Atlantic Street and between Grape Street and Maple Street, in The City of San Diego, California, proposed to be filled with material dredged from the Bay of San Diego; also the furnishing of all labor, material and equipment for the installation of all sewer, water and gas connections after the buildings have been raised, where such connections now exist. All of said work to be done in accordance with the plans and specifications therefor contained in Document No. 131444, filed in the office of the City Clerk of said City October 18th, 1920; a copy of which said plans and specifications contained in said Document No. 131444 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 two thousand dollars (\$2000.00) 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.

United Dredging Co.

Principal (SEAL)

By C. F. Guthridge, Vice Pres.

ATTEST:

Geo. G. Daneri.

FIDELITY AND DEPOSIT CO. OF MD.
Surety.

By

Harry D. Vandever

Attorney-in-fact.

A. W. Francisco (SEAL)

Agent.

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

On this 16 day of December 1920, before me, C. M. Evarts, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Harry D. Vandever, known to me to be the Attorney-in-Fact, and A. W. Francisco, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

C. M. Evarts
Notary Public in and for the County of Los Angeles,
State of California.

I hereby approve the form of the within Bond, this 17th day of December, 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 20 day of December, 1920.

(SEAL) ATTEST:

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

Harry K. Weitzel,

Don M. Stewart

Fred A. Heilbron

Jno. A. Held

Virgilio Bruschi.

Members of the Common Council.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, UNITED DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as principal, and FIDELITY & DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One thousand dollars (\$1000.00) 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 16 day of December, 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, 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 raising of certain buildings located on the tide and other lands included within the area between California Street and Atlantic Street and between Grape Street and Maple Street, in The City of San Diego, California, proposed to be filled with material dredged from the Bay of San Diego; also the furnishing of all labor, material and equipment for the installation of all sewer, water and gas connections after the buildings have been raised, where such connections now exist. All of said work to be done in accordance with

the plans and specifications therefor contained in Document No. 131444, filed in the office of the City Clerk of said City October 18th, 1920; a copy of which said plans and specifications contained in said Document No. 131444 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 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.

ATTEST: Geo. G. Daneri
 United Dredging Co.
 Principal (SEAL)
 By C. F. Guthridge, V. Pres.
 FIDELITY AND DEPOSIT CO. OF MD.
 Surety.
 By Harry D. Vandever
 Attorney in fact.
 A. W. Francisco
 Agent (SEAL)

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

On this 16 day of December, 1920, before me, C. M. Evarts, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Harry D. Vandever, known to me to be the Attorney-in-Fact, and A. W. Francisco, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) C. M. Evarts,
 Notary Public in and for the County of Los Angeles,
 State of California.

I hereby approve the form of the within Bond, this 17th day of December, 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 Dec. 20, 1920.

(SEAL) Attest:

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

Harry K. Weitzel
 Don M. Stewart
 Fred A. Heilbron
 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 15th day of December, 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 UNITED DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, 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 raising of certain buildings located on the tide and other lands included within the area between California Street and Atlantic Street and between Grape Street and Maple Street, in The City of San Diego, California, proposed to be filled with material dredged from the Bay of San Diego; also the furnishing of all labor, material and equipment for the installation of all sewer, water and gas connections after the buildings have been raised, where such connections now exist. All of said work to be done in accordance with the plans and specifications therefor contained in Document No. 131444, filed in the office of the City Clerk of said City October 18th, 1920; a copy of which said plans and specifications contained in said Document No. 131444 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 for the sum of three thousand nine hundred fifty dollars (\$3,950.00).

Said contractor agrees to commence said work within five (5) days after the signing of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within thirty (30) days from the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the said sum of three thousand nine hundred fifty dollars (\$3,950.00); said payments to be made as follows:

Twice each calendar month the Manager of Operation will make an estimate of the work performed to the date of said estimate, and the amount of money earned to that date under the terms of this contract. From the total sum of money thus computed a deduction of twenty-five per cent. will be made, and from the remainder a further deduction shall 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 there will be deducted the amounts of all previous payments, and the remainder will be paid to the contractor on the approval of said accounts. Upon the completion of all of said work and the acceptance of the same by the Common Council the Manager of Operation will make an estimate of the work performed to the date of said estimate, and the amount of money earned to that date. From the total thus computed a deduction of twenty-five 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 as damages for delays or otherwise under the terms of this 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. The twenty-five per cent. of the whole contract

price 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 said balance of twenty-five per cent. 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 said 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 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 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 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 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 its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said city from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

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

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided in this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood, or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said city, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of That Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said Act, and providing for the enforcement thereof," approved March 10th, 1903.

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

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, 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 instrument to be executed, and its corporate name and seal to be hereto attached, by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

(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.

United Dredging Co.

ATTEST:

Geo. G. Daneri.

By C. G. Guthridge V. Pres.

I hereby approve the form of the foregoing Contract, this 14th day of December, 1920.
S. J. Higgins,
City Attorney.

"EXHIBIT A."

Bids will be received for raising the buildings on the area between California Street and Atlantic Street, and between Grape Street and Maple Street.

The buildings to be raised and the amount each is to be raised is shown on the attached plan.

The buildings are to be raised in such manner, that they can continue to be occupied during and after the process of raising.

All sewer, water and gas connections shall be made after the buildings have been

raised, where such connections now exist.

The work shall be done to the satisfaction of the Building Department and Health Department of the City of San Diego, Calif.

The contractor shall hold The City of San Diego and any officer or employee of it blameless for any accident or damage to person or property.

Bids shall be for furnishing all labor and material and equipment and performing the work enumerated above.

(SEE PLAT OF PORTION OF MIDDLETOWN AND ADJACENT TIDE LANDS)
AREA PROPOSED TO BE RAISED BY FILL FROM DREDGE.

San Diego, California, August 1920.

On file in the office of City Engineer.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT with UNITED DREDGING COMPANY to raise buildings on tide lands, being Document No. 132566.

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

By Y. Jacques Deputy.

San Diego, Calif., January 7, 1921.

To the Honorable, the Mayor and Common Council of the City of San Diego, California.

Gentlemen: This is to advise your Honorable Body that I am permitting a portion of Block 14, Eastern Addition, in the City of San Diego, to be temporarily used for the purpose of a roadway across said property, as I understand this will be in the nature of an accommodation to the City.

It is understood that this permit may be revoked at any time upon notice and that the use of said roadway in no way establishes other than a temporary permit as to the use of said property.

Respectfully,

Blanche M. Roulen.

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of TEMPORARY PERMIT with BLANCHE M. ROULEN for roadway, being Document No. 133142

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

By C. E. Carlson Deputy.

AGREEMENT OF LEASE.

THIS AGREEMENT, made and entered into this 5th day of January, 1921, 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 of place of beginning; containing eighty (80) acres more or less.

For a period of time extending from the 1st day of January, 1921, to and including the 31st day of December, 1921, 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 for grazing purposes only and for no other purpose 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, damage 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: Harry K. Weitzel,
Don M. Stewart,
Fred A. Heilbron,
Jno. A. Held,
Virgilio Bruschi.

Members of the Common Council.
Lessor.

(SEAL) ATTEST:
Allen H. Wright,
City Clerk.

E. T. Lockyer,
Lessee.

I hereby approve the form of the within Lease, this 4th day of January, 1921.

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 E. T. LOCKYER, Lessee, for property described as 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 map thereof made by James Pascoe in the year 1870, being Document No. 132955.

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

By C. E. Carlson Deputy.

LEASE.

THIS INDENTURE, made this 17th day of January, 1921, 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. 8195 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, 1920, 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: Harry K. Weitzel,
Don M. Stewart,
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.

G. H. Lewis,
Lessee.

I hereby approve the form of the foregoing Lease, this 10th day of January, 1921.

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 with G. H. LEWIS, Lessee, for Pueblo Lot 1240 of the Pueblo Lands of the City of San Diego, according to map made by James Pascoe in 1870, being Document No. 133072.

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

By C. E. Carlson Deputy.

LEASE.

LESSOR THE CITY OF SAN DIEGO, an incorporated city in the State of California. CONTRACTING OFFICER F. H. LAWTON, Colonel, Q. M. Corps, QUARTERMASTER AT San Francisco, Calif.

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

TO BE OCCUPIED BY United States AS Wharf

RENTAL PER MONTH \$70.00 APPROPRIATION G. A., Q.M.C., 1921.

DATE OF LEASE 6/1/20 DATE EFFECTIVE July 1, 1920 DATE EXPIRES June 30, 1921.

THE AUTHORITY FOR THIS LEASE IS 1st Ind. Q.M.G., Dec. 27, 1920.

THESE ARTICLES OF AGREEMENT, Entered into 1st day of July, 1920, between F. H. Lawton, Colonel, 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, 1920, and ending with June 30, 1921, 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 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 storeroom, 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, but the right is reserved by the lessor to use said premises, other than the office and storeroom, when same is not in use by vessels of the United States.

at That the depth of the water at the dock at mean low water is thirty-five (35) feet and 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 join Broadway and is a continuation thereof.

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; that the dimensions of said warehouse are seven hundred thirty-four and three-eighths feet by seventy feet (734.375' x 70').

The right of the Common Council to change or increase the rental provided herein at any time or as often as the Common Council may be advised, is hereby expressly reserved to the City of San Diego; provided, however, that lessor 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 lessee, and the lessee in accepting this lease, acknowledges the right of said lessor to readjust and increase the rental at any time as hereinbefore stated.

That the rent payable hereunder shall be at the rate of Eight Hundred Forty Dollars (\$840.00) per annum, payable monthly.

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 noneffective until an appropriation adequate to its fulfillment is granted by Congress and is available, except in so far as is necessary to provide for the necessities of the service as authorized by section 3732 of the Revised Statutes of the United States. However, in order to provide for the necessities of the service as authorized by said section, it is agreed that the premises specified herein, so far as authorized by said section, shall be occupied by the lessee as contemplated by this lease, and that payment of the rental shall be made as soon as is practicable after funds are appropriated and are available.

6. That no Member of or Delegate to Congress, or Resident Commissioner 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, such renewal, however, to be made by consent of the Common Council of the City of San Diego, California.

The following changes were made in this lease before signing:

Article 6, Line 1, beginning with the word "nor" and ending with the word "States", line 2 deleted. Beginning with the words "so far as", line 4, and ending with the word "commissioners", line 5 deleted. Line 4, the figures "1909" deleted and the figures "1088" inserted. Article 9, Line 2, beginning with the words "so as" and ending with the word "year", line 4, 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 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:

Allen H. Wright, City Clerk as to F. H. LAWTON,
Colonel, Quartermaster Corps, U. S. Army.

(SEAL)

as to THE CITY OF SAN DIEGO,
By: Harry K. Weitzel,
Don M. Stewart,
Fred A. Heilbrón,
Jno. A. Held,
Virgilio Bruschi.
Members of Common Council.

Approved: Rufus Choate
J. W. Sefton, Jr.
M. A. Graham,

Board of Harbor Commissioners.

I hereby approve the form of the foregoing Lease this 19th day of January, 1921.

S. J. HIGGINS, City Attorney.
By: F. M. Clenaghan,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE with F. H. LAWTON, Colonel, Q. M. Corps, U. S. Army, for and in behalf of the United States of America, for use of portion of Municipal Pier for docking wharfage, and berth space, being Document No. 133309.

Allen H. Wright,
City Clerk of the City of San Diego, California.
BY *[Signature]* DEPUTY.

LEASE.

THIS AGREEMENT, made and entered into this 5th day of January, 1921, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, and MRS. 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, 1920, to-wit, to and including the 13th day of September, 1921.

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 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: Harry K. Weitzel,
Don M. Stewart,
Fred A. Heilbron,
Jno. A. Held,
Virgilio Bruschi.

Members of the Common Council,
Party of the First Part.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

Mrs. S. B. Ames,
Party of the Second Part.

I hereby approve the form of the foregoing Lease this 30th day of November, 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 MRS. S. B. AMES, of Lot 151 of Morena, in the City of San Diego, being Document No. 132957.

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

By C. E. Carlson Deputy.

B O N D .

KNOW ALL MEN BY THESE PRESENTS, That we, RICHARD E. SEOL, of The City of San Diego, California, as principal, and National Surety Company, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto any and all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of One thousand seven hundred five (1705) dollars, 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 3rd day of February, 1921.

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, material and equipment, including brushes, scrapers, torches, ladders, scaffolds, etc., excepting the following materials which will be furnished by The City of San Diego, to-wit: Raw linseed oil; boiled linseed oil; red lead (powder); Venetian red (paste); Princess Metallic (paste); turpentine; Japan Drier; for the painting of all portions of the following bridges in The City of San Diego, California, excepting the floor planking, concrete footings and approaches, to-wit: (a) Steel truss and wood trestle wagon bridge on 30th Street, between Laurel Street and Nutmeg Street; (b) Steel suspension foot bridge on Spruce Street, between Front Street and Brant Street; All of said work to be done and materials to be furnished in accordance with the specifications therefor contained in Document No. 132025 on file in the office of the City Clerk of said City; a copy of which said specifications contained in said Document No. 132025 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 One thousand seven hundred five dollars (\$1705.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to insure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

NOW, THEREFORE, if the above bounden principal fails to pay for any materials or supplies furnished 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.

Richard E. Seol, Principal.
National Surety Company, Surety,
By: D. C. Burnham,
Attorney in fact.

ATTEST: A. A. Murphy.

(SEAL)

I hereby approve the form of the within Bond, this 7th day of February, 1921.

S. J. Higgins, City Attorney.
By:

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 7th day of February, 1921.

Harry K. Weitzel,
Don M. Stewart,
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.

B O N D .

Know all men by these presents, That we, RICHARD E. SEOL, of The City of San Diego, California, as Principal, and National Surety Company, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of eight hundred and fifty-five dollars (\$855.00), 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 3rd day of February, 1921.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all labor, material and equipment, including brushes, scrapers, torches, ladders, scaffolds, etc., excepting the following materials which will be furnished by The City of San Diego, to-wit: Raw linseed oil; boiled linseed oil; red lead (powder); Venetian red (paste); Princess Metallic (paste); turpentine; Japan Drier; for the painting of all portions of the following bridges in The City of San Diego, California, excepting the floor planking, concrete footings and approaches, to-wit: (a) Steel truss and wood trestle wagon bridge on 30th Street, between Laurel Street and Nutmeg Street; (b) Steel suspension foot bridge on Spruce Street, between Front Street and Brant Street; All of said work to be done and materials to be furnished in accordance with the specifications therefor contained in Document No. 132025, on file in the office of the City Clerk of said City; a copy of which said specifications contained in said Document No. 132025 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.

Richard E. Seol, Principal,
National Surety Company, Surety,
By D. C. Burnham,
Attorney in fact.

(SEAL) ATTEST: A. A. Murphy.

The premium on this bond for two years from date is \$51.15.

I hereby approve the form of the within Bond, this 7th day of February, 1921.

S. J. Higgins, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 7th day of February, 1921.

Harry K. Weitzel,
Don M. Stewart,
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.

C O N T R A C T .

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 2nd day of February, 1921, 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 RICHARD E. SEOL, 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, material and equipment, including brushes, scrapers, torches, ladders, scaffolds, etc., excepting the following materials which will be furnished by The City of San Diego, to-wit: Raw linseed oil; boiled linseed oil; red lead (powder); Venetian red (paste); Princess Metallic (paste); turpentine; Japan Drier; for the painting of all portions of the following bridges in The City of San Diego, California, excepting the floor planking, concrete footings and approaches, to-wit:

(a) Steel truss and wood trestle wagon bridge on 30th Street between Laurel Street and Nutmeg Street;

(b) Steel suspension foot bridge on Spruce Street, between Front Street and Brant Street;

All of said work to be done and materials to be furnished in accordance with the specifications therefor contained in Document No. 132025, on file in the office of the City Clerk of said City; a copy of which said specifications contained in said Document No.

132025 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 the following prices, to-wit:

For the Thirtieth Street Bridge the sum of two thousand three hundred fifty-five dollars (\$2355.00); and

For the Spruce Street Bridge the sum of One thousand fifty-five dollars (\$1055.00).

Said contractor agrees to commence said work within fifteen (15) days after the signing of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within ninety (90) 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 proper fund of said City, the sum of two thousand three hundred fifty-five dollars (\$2355.00) for the work above described to be done upon the Thirtieth Street Bridge, and the sum of One thousand fifty-five dollars (\$1055.00) for the work above described to be done upon the Spruce Street Bridge; 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 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 The 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 10, 1903.

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

If 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,
 By: Harry K. Weitzel,
 Don M. Stewart,
 Fred A. Heilbron,
 Jno. A. Held,
 Virgilio Bruschi.
 Members of the Common Council.

(SEAL) ATTEST:
 Allen H. Wright,
 City Clerk.

Richard E. Seol,
 Contractor.

I hereby approve the form of the foregoing Contract, this 27th day of January, 1921.

S. J. Higgins,
 City Attorney.

EXHIBIT A.
 SPECIFICATIONS FOR BRIDGE PAINTING.

1. TYPES AND LOCATIONS OF BRIDGES:

- (a). Steel truss and wood trestle wagon bridge on 30th Street between Laurel Street and Nutmeg Street.
 (b). Steel suspension foot bridge on Spruce Street between Front Street and Brant Street.

2. WORK:

The work to be done consists of the furnishing of all labor and such materials as not otherwise specified for the mixing of the paint - from the ingredients hereinafter specified - and the painting of all portions of the above described bridges except floor planking and concrete footings and approaches; also the furnishing of all equipment, including brushes, scrapers, torches, ladders, scaffolds, etc., necessary to complete the work in a satisfactory manner.

3. MATERIALS FURNISHED BY CITY OF SAN DIEGO:

The City of San Diego will furnish and deliver at the sites of the proposed work the required amounts of each of the following ingredients:

Raw linseed oil,
 Boiled linseed oil
 Red Lead (powder)
 Venetian Red (paste)
 Princess Metallic (paste)
 Turpentine
 Japan Drier

The cost of handling all materials, after they are delivered to the contractor at the sites of the proposed work, shall be considered as included in the contract price. The contractor will be held responsible for all materials delivered to him, and deductions will be made from any moneys due him to make good any shortage and deficiencies from any cause whatsoever, which may result after such delivery.

4. PAINT:

(a). For Metal Surface: Paint for metal surfaces shall consist of three (3) coats, as follows:

Priming Coat: Raw linseed oil
 Red lead
 2nd Coat: Boiled linseed oil
 Pure Venetian red ground in oil.
 One (1) pint turpentine per gallon of paint.
 3rd Coat: Raw linseed oil
 Equal parts of pure Venetian red and
 pure princess metallic each ground in oil.

(b). For Wood Surfaces: Paint for wood surfaces shall consist of two (2) coats, as follows:

1st Coat: Boiled linseed oil
 Pure Venetian red ground in oil.
 2nd Coat: Raw linseed oil
 Equal parts of pure Venetian red and pure princess
 metallic each ground in oil.
 A reasonable amount of Japan drier free from rosin.

5. PREPARATION OF SURFACES:

(a). Metal: All metal surfaces to be painted shall be thoroughly cleaned of all loose scale, rust, dirt, grease and asphaltum by means of steel wire brushes and steel scrapers. Thick and closely adherent rust must be removed with hammer and chisel, if necessary. Where the present paint shows indications of rust, either on or underneath the surface, all particles of both such paint and rust shall be removed down to the clean metal.

(b). Wood: All wood surfaces to be painted shall be thoroughly dry and free from dirt, grease and loose paint. Old paint that has become cracked and partly loosened shall be entirely removed with a steel scraper or burned off with a blow-torch. All nail holes, joints, cracks and other defects shall be puttied. Knots and resinous places shall be covered with shellac varnish before the first coat of paint is applied.

6. APPLICATION: No painting shall be done during wet or foggy weather, nor upon any wet surface. Any dampness on the metal shall be thoroughly dried off with a blow torch before painting. Ample time between coats shall be allowed for previous coat to dry. No painting shall be done until the inspector has approved the surface to which the paint is to be applied. Painting shall be done in a good and workmanlike manner, subject to strict inspection during progress and after completion, and in accordance with special instructions which shall be given by the inspector in charge.

7. GENERAL PROVISIONS:

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 the work and rate of progress. All loss or damage arising from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the work, or from any action of the elements prior to the acceptance of the work, or from any act or omission not authorized by these specifications, on the part of the contractor or any agent or person employed by him, shall be sustained by the contractor.

The contractor shall remove all rubbish from the work after its completion and before he makes application for final acceptance of the work. He shall also place in containers, in an orderly manner, any surplus of the materials furnished by the City of San Diego and shall protect the same by a proper covering.

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 performance of the work herein specified.

Whenever the word "inspector" is used in these specifications, it refers to the inspector in charge of supervision of the character of the work and materials as the authorized representative of the Superintendent of Streets of The City of San Diego, California, under whose direction the work is to be done.

I HEREBY CERTIFY that the above and foregoing is full, true and correct copy of CONTRACT between The City of San Diego and Richard E. Seol to paint 30th and Spruce Street Bridges, being Document No. 133418.

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

By C. E. Carlson Deputy.

C O N T R A C T .

This agreement, made and entered into this 28th day of February, 1921, by and between the City of San Diego, acting by and through a majority of the members of its Common Council, thereunto duly authorized by resolution passed by said Common Council, party of the first part, and the County of San Diego, acting by and through its Board of Supervisors, party of the second part, WITNESSETH:

That, whereas, the party of the first part has purchased and had conveyed to it Lot A, in block 220, of Horton's Addition, in the City of San Diego, California, and has agreed, and does hereby agree, to maintain upon said lot a Woman's Detention Home, for the care and treatment of delinquent young women, and does hereby agree that it will, out of the public funds of the City of San Diego, furnish, for the maintenance of said home, the monthly sum of \$500.00 until this contract shall be terminated by the mutual consent of the parties hereto;

And, whereas, the parties hereto, in consideration of the mutual covenants herein contained, do agree as follows: That the said party of the second part shall repair, and place in proper condition for occupancy, the building situated on Lot A, in said Block 220 of Horton's Addition, at a cost of \$2500.00, to be paid by the said party of the second part, out of its public funds, and that it will furnish the same, to an amount not exceeding \$1500.00; and said party of the first part does, in consideration of the expenditure of said sum of \$4000.00 for said purposes, agree to receive and accept in said home any and all juveniles under the age of 21 years who may be committed to said home by the Juvenile Court of the County of San Diego, for detention, and that it, the said party of the first part, shall charge for the maintenance and support of all such juveniles so committed to said home by the Judge of the Juvenile Court of the County of San Diego, the sum of seventy-five (75) cents per day for each and every juvenile so committed to said home and received and detained therein, or the sum of \$5.00 per week, where such juvenile is detained for that period of time, or the sum of \$15.00 per month, where such juvenile is detained for such period of time; and that the party of the second part does hereby agree, in consideration of the reception, care, treatment and maintenance of such juveniles in said home, to pay said amounts for the care and keep, provision and maintenance of any and all juveniles so committed to said home by the Judge of said Juvenile Court, and that such rates shall continue until the same are changed by mutual consent of the parties hereto.

It is further stipulated and agreed between the parties hereto that the furniture so supplied by the said party of the second part, for the use of said home, shall be and remain the property of the said party of the second part, and that said party of the first part shall have the use of the same so long as the said home is maintained on said lot, and in the event that the said home shall be discontinued or abandoned, then, and in that event, the said furniture shall be returned to the said party of the second part.

The said party of the first part does hereby agree that the said home to be maintained by it on said lot shall be up to the standard and requirements set forth in Section 22 of the Juvenile Court Law of the State of California, and that the same shall be conducted in all respects as nearly like a home as possible, and shall not be deemed to be, nor treated as, a penal institution, and that said home shall be supplied with a suitable superintendent and matron, to have charge thereof, and that the same shall be conducted in all respects as provided in said Section 22 of said Juvenile Court Law.

It is further agreed between the parties hereto that the said party of the second part shall not be called upon hereafter to contribute or donate to the maintenance of said home and further sum of money whatsoever, and that the only obligation or liability which it assumes is the payment of the stipulated sums herein mentioned for the support and maintenance of any and all juveniles who may be committed to said home under said Juvenile Court Law.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective common seals, and a majority of the City Council of the said City of San Diego have hereunto subscribed their names with their own respective hands in behalf of and for said Common Council, and the Chairman of the Board of Supervisors of said County has hereunto subscribed this contract with his own hand, as such chairman, by and on behalf of said County of San Diego, the day and year first herein written.

THE CITY OF SAN DIEGO,

By: Harry K. Weitzel,
Don M. Stewart,
Fred A. Heilbron,
Jno. A. Held,
Virgilio Bruschi.

(SEAL) Allen H. Wright,
City Clerk.

COUNTY OF SAN DIEGO,

(SEAL) By: Joseph Foster,
Chairman of Board of Supervisors.

I hereby approve the form of the foregoing Contract, this 24th day of February, 1921.

S. J. Higgins,
City Attorney of The City of
San Diego, California.

I hereby approve the form of the foregoing Contract.

H. S. Utley.
District 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 the Board of Supervisors of San Diego County, California, in re Women's Dentention Home, being Document No. 134120.

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

By C. E. Carlson Deputy.

L E A S E .

THIS INDENTURE, made this 28th day of February, 1921, 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 conferred by Ordinance No. 8233 of the ordinances of the City of San Diego, authorizing the execution of this lease, and R. G. BUTLER, 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 Thirteen Hundred and sixty (1360) of the Pueblo Lands of The City of San Diego, containing forty-four acres more or less, for a term of one year commencing January 1st, 1921, at a yearly rental of Fifteen dollars (\$15.00), payable 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 here in 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 and grazing 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 Harry K. Weitzel,

Don M. Stewart,

Fred A. Heilbron,

Jno. A. Held,

Virgilio Bruschi.

Members of the Common Council,
Lessor.

(SEAL) ATTEST:

Allen H. Wright
City Clerk,

By: Y. A. Jacques, Deputy.

R. G. Butler,

Lessee.

I hereby approve the form of the foregoing Lease, this 12th day of January, 1921.

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 R. G. Butler for Pueblo Lot 1360 of the Pueblo Lands of the City of San Diego, California, being Document No. 133158.

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

By C. E. Carlson Deputy.

L E A S E .

THIS LEASE, made this 28th day of February, 1921, between THE CITY OF SAN DIEGO, a municipal corporation of the State of California, Lessor, and WILLIAM DILLON, of The City of San Diego, State of California, Lessee, WITNESSETH:

The said lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the said lessee to be paid, kept and performed, does hereby grant, demise and let unto the said lessee, all those certain premises situated in the City of San Diego, County of San Diego, State of California, and more particularly described as follows:

Beginning at the northeasterly corner of Pueblo Lot 1329; thence south 74° 59' 30" west, 1487.20 feet to fence line; thence south 63° 57' 30" east, 32.18 feet to a point; thence south 69° 54' east, 46.27 feet to a point; thence south 81° 03' 30" east, 46.05 feet to a point; thence south 87° 00' 30" east, 71.88 feet to a point; thence south 83° 47' 30" east, 48.66 feet to a point; thence south 71° 13' 30" east, 47.67 feet to a point; thence south 50° 03' east, 59.10 feet to a point; thence south 44° 06' east, 121.97 feet to a point; thence south 46° 18' east, 201.70 feet to a point; thence north 77° 10' east, 1037.6 feet to a point on the easterly line of said Pueblo Lot 1329; thence northerly along the easterly line of said Pueblo Lot 1329 to the point or place of beginning, excepting therefrom that portion of the above described tract included with the Atchison, Topeka & Santa Railroad Company's right of way, for a term ending August 1st, 1921.

To have and to hold the said demised premises unto the said lessee for his sole and proper use and benefit, for and during the term aforesaid, together with all the tenements and hereditaments thereunto appertaining.

In consideration whereof the said lessee hereby covenants and agrees to and with the said lessor that he will occupy, till and in all respects cultivate the premises above mentioned, during the term aforesaid, in a farmer-like manner, and in the manner and ac-

according to the usual course of farming practices in the neighborhood; that he will not commit any waste or damage, nor suffer any to be done; that he will, at his own cost and expense, keep the fences on said premises in good repair, reasonable wear thereof and damages by the elements excepted; and that he will deliver to the said lessor, or to its order, one equal fourth part of all the proceeds and crops produced on said premises, of every name, kind, and description, to be divided on the said premises, in stack and sack, according to the usual course and custom of making such divisions in the neighborhood, and in a seasonable time after such crop shall have been gathered and harvested.

It is further understood and agreed between the aforesaid parties that the said lessee shall find and furnish all seed or seeds necessary to be sown on said premises, and that said lessee is to do, or cause to be done, all necessary work or labor in and about the cultivation of the said premises; that said lessee is to have full permission to till and cultivate said premises, so far as the same may be done without injury to the reversion, and that said lessee is to give up and yield peaceable possession of the said premises at the expiration of said term.

Said lessee shall furnish on said premises at the proper time, and upon demand from the lessor, sacks sufficient to hold all grain belonging to said lessor under the terms of this agreement.

It is further understood that all the provisions hereof shall extend to and include the executors and administrators of said lessee.

It is understood and agreed by and between the parties hereto that said lessee has no right or authority to assign his interest in this agreement or any lands hereby leased, or to sublet the same without the consent, in writing, of said lessor first had and obtained.

IN WITNESS WHEREOF, the said lessor has caused this agreement to be executed by a majority of the members of its Common Council thereunto duly authorized, and said lessee has hereunto set his hand, this 28th day of February, 1921.

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.
Lessor.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

By: Y. A. Jacques, Deputy.

William Dillow,
Lessee.

I hereby approve the form of the foregoing Lease, this 25th day of January, 1921.

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 William Dillow for certain Pueblo Land of the City of San Diego, California, to be used for farming purposes, being Document No. 133320.

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

By: *[Signature]* Deputy.

INDENTURE OF AGREEMENT.

FOR THAT WHEREAS, 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, California, as sureties, have on the 26th day of January, 1920, executed a certain bond in the sum of five thousand dollars (\$5000.00), good and lawful money of the United States, wherein and whereby said principals and said sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to the City of San Diego, to insure the faithful performance by said Wm. G. Henshaw of San Francisco, California, and Ed Fletcher, of San Diego, California, of that certain contract between The City of San Diego and the said Wm. G. Henshaw of San Francisco, California, and Ed Fletcher, of San Diego, California, for the purchase of water by said The City of San Diego from the said Wm. G. Henshaw and Ed Fletcher, said contract being on file in the office of the City Clerk of said City, marked Document No. 126761; and

WHEREAS, said City and said Wm. G. Henshaw of San Francisco, California, and Ed Fletcher of San Diego, California, are about to enter into a certain written agreement modifying and changing the said contract hereinabove described and on file in the office of the City Clerk as Document No. 126761 in certain particulars, a copy of which said agreement of modification and change is attached hereto, marked Exhibit A, by reference thereto made a part hereof and incorporated herein as though in this paragraph fully set forth; and

WHEREAS, it is deemed advisable that the consent of said M. T. Gilmore and A. P. Johnson, Jr., sureties upon said bond, be obtained before entering into said agreement and upon the performance of the terms of said agreement;

NOW, THEREFORE, 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., as sureties, upon the said bond hereinabove mentioned, do hereby consent and agree to the execution of the agreement for the modification and change of said contract, all as is provided in that certain agreement attached hereto, marked Exhibit A, made a part hereof, and by reference incorporated herein as though in this paragraph fully set forth, and we hereby consent and agree to such change and modification contained therein from the original contract between said City and said Wm. G. Henshaw of San Francisco, California, and Ed Fletcher of San Diego, California, as is provided for in that certain contract on file in the office of the City Clerk of The City of San Diego, marked Document No. 126761.

Dated San Diego, California, this 28th day of March, 1921.

Wm. G. Henshaw,

By: John Treanor,
His Attorney in fact.
Ed. Fletcher,
Principals.

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

On this 28th day of March, in the year one thousand nine hundred and Twenty-one,

before me, Lou B. Mathews, a Notary Public, in and for the said County of San Diego, personally appeared John Tresnor known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Wm. G. Henshaw, and acknowledged to me that he subscribed the name of Wm. G. Henshaw thereto as principal, and his own name as attorney in fact.

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

(SEAL)
My Commission expires
December 7th, 1922.

Lou B. Mathews,
Notary Public in and for the said county of San Diego
State of California.

M. T. Gilmore,
A. P. Johnson, Jr.,
Sureties.

SUPPLEMENTAL AGREEMENT made and entered into this 1st day of February, 1921, by and between the City of San Diego, a municipal corporation organized and existing under a freeholder's charter, acting by and through the Common Council and the Board of Water Commissioners of said City, first party, and Wm. G. Henshaw of San Francisco, California, and Ed Fletcher, of San Diego, California, second party.

WHEREAS, the parties hereto made and entered into an agreement dated January 26, 1920, concerning a water supply for the first party, the City of San Diego and its inhabitants; and

WHEREAS, for the purpose of making the said contract more definite and certain in some particulars, the parties hereto desire to make and enter into this Supplemental Agreement.

NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT WITNESSETH:

That for valuable considerations from the one party hereto to the other, the receipt whereof is hereby respectively acknowledged, the parties hereto mutually agree as follows:

FIRST: That paragraphs "Tenth" and "Eleventh" of Article III of said Agreement dated January 26, 1920 be and the same are hereby changed so as to read as follows:

TENTH: That this agreement shall be in force and effect from and after the 1st day of February, 1921.

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 1st day of February, 1921.

SECOND: That paragraphs "First" and "Third" of Article II of said contract dated January 26, 1920 shall be and the same are hereby changed to read as follows:

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 period of time beginning February 1, 1921, and ending December 31, 1921, at least one million (1,000,000) gallons per day of twenty-four (24) hours.

2. During that period of time beginning January 1, 1922 and ending January 31, 1922, at least one million (1,000,000) gallons of water per such day.

3. During the last eleven (11) calendar months of the year 1922 and during each calendar year thereafter, and also during the month of January, 1931, at least two million (2,000,000) gallons per such day.

THIRD: That it will pay for said water at the rate ten cents (10¢) per one thousand (1,000) gallons and make payments therefor monthly as follows:

1. For each calendar month of the year 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 the meter readings 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 calendar month in each calendar year beginning with January 1, 1922, and ending with the expiration of the term of this contract, 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 of twenty-four (24) hours 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; provided however, that for the month of January, 1922, 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.

THIRD: That the words "year" and "calendar year" wherever used in said contract dated January 26, 1920, is understood by the parties hereto to mean the fiscal year as now fixed by the freeholder's charter of the said City of San Diego and shall be so construed.

FOURTH: That said contract dated January 26, 1920 shall be and remain in force and effect in all particulars and provisions except as the same are hereby expressly changed.

IN WITNESS WHEREOF, the City pursuant to a resolution of its Common Council, duly and regularly adopted, has caused this Supplemental 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 hereunder affixed, and the Board of Water Commissioners of said City have by resolution duly and regularly adopted caused this Supplemental Agreement to be executed by its members and attested by its Secretary, and said second parties, Wm. G. Henshaw and Ed Fletcher have duly executed this Supplemental Agreement the day and year first above written.

THE CITY OF SAN DIEGO,

Harry K. Weitzel,

Don M. Stewart,

Fred A. Heilbron,

Jno. A. Held,

Virgilio Bruschi.

Members of the Common Council.

Julius Wangenheim,

Chas. T. Chandler,

F. M. White.

Board of Water Commissioners of The City of San Diego.

By: L. J. Wilde,
As its Mayor.

(SEAL) ATTEST:
Allen H. Wright,
City Clerk.

Parties of the first part.

Wm. G. Henshaw,
By: John Treanor,
his Attorney in fact.

(SEAL) ATTEST:

Luril Palmer.
Secretary.

Ed Fletcher.

March 28, 1921.
STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO.) ss

Parties of the second part.

On this 28th day of March, in the year one thousand nine hundred and Twenty-one, before me, Lou B. Mathews, a Notary Public, in and for the said County of San Diego, personally appeared John Treanor, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Wm. G. Henshaw, and acknowledged to me that he subscribed the name of Wm. G. Henshaw thereto as principal, and his own name as attorney in fact.

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

(SEAL)
My commission expires
December 7th, 1922.

Lou B. Mathews,
Notary Public in and for the said County of San Diego,
State of California.

I hereby approve the form of the foregoing Supplemental Agreement this 24th day of March, 1921.

S. J. Higgins,
City Attorney.

AUDITOR'S CERTIFICATE. I HEREBY CERTIFY that the appropriation made, or indebtedness incurred, by reason of the provisions of the annexed contract, can be made or incurred without the violation of any of the provisions of the Charter of the City of San Diego, California.

Dated March 28th, 1921.

H. L. Moody,
Auditor of The City of San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA, and HENSHAW AND FLETCHER, re Supply of Water from Lake Hodges, being Document No. 134603.

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

By Ed Fletcher Deputy.

LEASE.

THIS INDENTURE, made and entered into this 1st day of March, 1921, 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 STAR AND CRESCENT BOAT COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, with its principal place of business in the City of San Diego, California, hereinafter designated as the Lessee, WITNESSETH:

That the City does by these presents demise and lease unto the 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 Legislature of the State of California and 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 1st 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 7 feet easterly from the westerly line of Fourth Street with a line drawn parallel to and 7 feet northerly from the southerly line of "K" Street; thence South 0° 24' 50" East on a line parallel to and 7 feet easterly from the westerly line of Fourth Street a distance of 402.0 feet to a point; thence South 56° 54' 20" East, 49.86 feet to the true point of beginning; thence from the true point of beginning, South 43° 48' 40" West, 1182.45 feet to a point; thence South 46° 11' 20" East 8.0 feet to a point; thence North 43° 48' 40" East, 1183.95 feet to a point; thence North 56° 54' 20" West, 8.14 feet to the true point of beginning.

For the term of five years from and after the date hereof, at the rental and subject to the terms, conditions and agreements hereinafter provided.

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.

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 or 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 to 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.

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 and their equitable share in the cost of maintaining the same. The said Lessee is 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 said railroad.

The 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, at any time and in such manner as may be provided in any general plan of harbor improvements adopted by said City; provided only, that said Lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

It is expressly understood that the City shall not bear any costs of any dredging whatever from the said premises to deep water channel, nor make any alterations in the bulkhead to suit the convenience of the Lessee in the construction of ways, but, on the other hand, any alterations necessary and convenient shall be made at the expense of the Lessee and only after consent granted by the Harbor Commission of the City to make such alterations.

It is further stipulated and agreed that the said Lessee shall protect the bulkhead in such manner as may be directed from time to time by the City Harbor Commission of the said City of San Diego.

The said Lessee agrees that it will, at its own cost and expense, 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.

Neither the whole nor any part of this lease shall be assignable or transferrable; nor shall the Lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission of the City of San Diego evidenced by resolution duly and regularly adopted and approved. It is mutually understood and agreed that no rights or privileges heretofore granted by the City, or hereafter to be granted, to any person, association or company for landing freight or passengers upon the wharf now on said premises, shall be assignable without first obtaining the consent in writing of the Lessee and all other persons, associations or corporations using said wharf for such purposes during the life of this agreement; and it is mutually understood and agreed that the City shall not give its consent to such assignment, and the Lessee and any other person, firm or corporation having such right shall not make an assignment of its interest without such consent.

The Lessee agrees that it will, within a reasonable time after the execution of this lease, start the work of placing the wharf now upon said premises in good condition and repair; that it will proceed with said repairs with reasonable diligence, and that it will maintain the said wharf in a good and serviceable condition during the entire continuance of this lease. It is agreed that such repairs shall consist of the following items: Renewal of all piles necessary to the support of the eight-foot walk; concreting at least two piles in each bent to level of mean high water; replacing any missing caps or stringers; putting decking in serviceable condition; constructing hand rails on both sides of eight-foot walk and installing and maintaining at least three lights, one at the entrance to the wharf, one half way out, and one at the end of the dock. It is agreed, however, that the Lessee shall not be required to expend any amount in excess of four thousand dollars (\$4,000.00) in the making of repairs above specified and provided. It is further understood and agreed that all repairs to said wharf made by the Lessee shall be made only on the written order of the Harbor Master of the City of San Diego, and that all leases, permits and rights to the use of said wharf granted by the City, shall be granted through the Harbor Commission at rentals to be fixed and determined, and to be collected, by the Harbor Commission.

The Lessee agrees to pay to the City of San Diego in advance on the 1st day of each month of said term the sum of thirty dollars (\$30.00) in lawful money of the United States, and to make such payment at the office of the Harbor Master and Wharfinger of the City of San Diego or to such other city official as the Common Council may designate. It is further understood that the City may collect such other sums as it has heretofore, or shall in the future contract for rental for other space or privileges connected with said wharf in accordance with the provisions hereof.

It is mutually understood and agreed that the City shall, from time to time, as hereinafter provided, re-imburse the Lessee for its expenditures for all repairs, upkeep, lighting and maintenance provided for herein, together with interest upon all such expenditures at the rate of six per cent per annum from the date thereof to the date of repayment, interest compounded annually. The Lessee shall render to the City Harbor Master and Wharfinger reports or statements, monthly, showing in detail all expenditures for such repairs, upkeep, lighting and maintenance. The City agrees to repay to the Lessee the said sums at the rate of not less than the amounts paid in for rentals for said wharf, payment to be made on or before the 15th day of each and every month, beginning on the first day of the month succeeding the filing of the first monthly report of expenditures of the Lessee, and continuing until the Lessee has been fully repaid. After such full repayment the Lessee shall furnish quarterly statements of expenditures for upkeep, lighting and maintenance, which said expenditures the City agrees to repay to the Lessee upon the first of the month following the filing of each of such quarterly statements.

It is understood that should this lease be cancelled, changed or modified either by the City Council, Harbor Commission, or the people of said City, without the consent of the Lessee, all sums then unpaid by the City to the Lessee on account of repairs, upkeep, lighting and maintenance, together with interest thereon at the rate of six per cent per annum, as hereinbefore provided, shall become immediately due and payable; and the Lessee shall not be required, in any event, to vacate said premises until all such sums shall have been repaid in full.

It is mutually understood and agreed that the City may grant to any person, association or company the right to use the wharf now located upon said premises for any legitimate purpose or purposes other than for the landing or embarking of passengers and freight, provided the granting of such right does not in any way interfere with the use of the wharf by the Lessee for the purposes contemplated; and the City shall have the right to charge such rental therefor as shall be deemed advisable. It is expressly understood and agreed however, that no person, association or company shall be granted the right or privilege of embarking or disembarking freight or passengers at or from said wharf, during the term of this lease, excepting the Lessee herein and one Norman E. Perkins, now operating the San Diego Boat House, and using the wharf for the purposes thereof, or the heirs, executors or administrators of the said Norman E. Perkins.

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 its name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

By Rufus Choate,

M. A. Graham,

(SEAL) ATTEST:
Allen H. Wright,
City Clerk.

F. W. Sefton
Members of the Harbor Commission
of the City of San Diego.

STAR AND CRESCENT BOAT COMPANY,
Lessee,
By O. J. Hall,
Pres.

I hereby approve the form of the foregoing lease, this 2nd day of February, 1921.

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 from THE CITY OF SAN DIEGO, Lessor to STAR AND CRESCENT BOAT COMPANY, Lessee, for certain tide lands of the City of San Diego, being Document No. 134494, filed March 23rd, 1921.

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

By C. E. Carlson Deputy.

A G R E E M E N T .

THIS AGREEMENT, Made and entered into this 23rd day of March, A. D. 1921, by and between THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, acting by a majority of the members of its Common Council, and the UNITED STATES OF AMERICA, acting by and through its proper officers thereunto duly authorized, WITNESSETH:

That the said The City of San Diego, for and in consideration of the covenants on the part of the said United States of America hereinafter contained, hereby agrees to furnish to said United States of America, for the use of the United States Marine Corps, at the site now being developed for the Second Advance Base Force of said Marine Corps, water, at and for a price of twelve cents (12¢) per 100 cubic feet.

Said water shall be so furnished by said City through a meter to be furnished by the said United States of America, and said water shall be measured and charged for in accordance with the reading shown upon said meter upon the last day of each and every month during the life of this agreement.

This agreement shall continue in force until the thirtieth day of J U N E, 1921, but it is understood and agreed by and between the parties hereto that in the event that the water rates of The City of San Diego are by ordinance changed before the termination of this agreement, then and in that event said United States of America shall pay for the water so furnished, such rate as may be established by ordinance, whether or not said rate shall be greater or less than twelve cents (12¢), the rate herein agreed upon.

Said United States of America hereby agrees to pay for the water so furnished, the sum of twelve cents (12¢) per 100 cubic feet, unless said rate shall be, during the life of this agreement, changed by ordinance.

IN WITNESS WHEREOF, The City of San Diego has caused this Agreement to be executed by a majority of the members of its Common Council thereunto duly authorized, and the United States of America has caused this agreement to be executed by The Depot Quartermaster, U. S. Marine Corps, San Francisco, Calif. this 23rd day of March, 1921.

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.

Virgilio Bruschi.
Members of the Common Council
of the City of San Diego.

UNITED STATES OF AMERICA,

By Hugh Matthews,
Hugh Matthews,
Lt-Col., Asst. Quartermaster, USMC.
Depot Quartermaster.

F. C. Shannon,
F. C. Shannon.

I hereby approve the form of the foregoing Agreement, this 21st day of March, 1921.

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 U. S. Marine Corps for Water to June 30th, 1921, filed April 4th, 1921, being Document No. 134665.

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

By C. E. Carlson Deputy.

L E A S E . ORIGINAL.

THIS LEASE, made and entered into this 9th day of March, 1921, 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 E. C. PALMER, 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. 8268 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, Lot 2 of Block 440 of Old San Diego, in the City of San Diego, State of California, for a term of one year from March 3rd, 1921.

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.

It is hereby understood and agreed by the parties hereto that the above described property is hereby leased for the purpose of allowing said E. C. Palmer to place thereon a temporary dwelling, which said dwelling may be moved at the termination of this lease. Said property is leased for no other purpose whatsoever.

The said party of the second part does hereby promise, covenant and agree to pay to said party of the first part, upon the execution of this lease, the sum of fifteen dollars (\$15.00) as rental for said property for said term, and said second party agrees that at the expiration of said term he will peaceably and quietly quit and surrender the said premises.

It is further agreed by and between 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 use 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.

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 set his hand, this 9th day of March, 1921.

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 the City of San Diego, California.
Party of the First Part.

E. C. Palmer,

Party of the Second Part.

I hereby approve the form of the foregoing Lease, this 7th day of March, 1921.
S. J. HIGGINGS, City Attorney.

By Arthur F. H. Wright,
Deputy.

I HEREBY CERTIFY that the above and foregoing is full, true and correct copy of Lease with E. C. Palmer, for Lot 2, in Block 440 of Old San Diego, filed March 9th, 1921, being Document No. 134092.

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

By [Signature] Deputy.

B O N D .

KNOW ALL MEN BY THESE PRESENTS, That we, T. A. PORTER and W. M. SMITH, co-partners, doing business under the co-partnership name of PORTER & SMITH, 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 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 thousand seventy-five dollars (\$2075.00), 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 4th day of April, 1921.

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 construction and completion of, and to construct and complete a frame building annex to the Mission Valley Hospital, located in Mission Valley, in The City of San Diego, California; all in accordance with the plans and specifications therefor contained in Document No. 134108, filed in the office of the City Clerk of said City March 9, 1921; a copy of which said plans and specifications contained in said Document No. 134108 is attached to said contract, marked "Exhibit A," by reference thereto incorporated therein as fully as if each part thereof were written out plainly therein.

AND WHEREAS, the aforesaid penal sum of two thousand seventy-five dollars (\$2075.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to incur 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 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 Act No. 2895a of the Legislature of the State of California, entitled, "An Act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919.

IN WITNESS WHEREOF, the said T. A. Porter and W. M. Smith have hereunto subscribed

their names, 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.

T. A. Porter,

W. M. Smith,
Co-partners doing business under
the co-partnership name of
PORTER & SMITH, Principal.

THE AETNA CASUALTY AND SURETY COMPANY,
Surety.

By Leroy A. Wright,
Resident Vice-President.

(SEAL) ATTEST:
J. W. Landin
Resident Assistant Secretary.

I hereby approve the form of the within Bond, this 6th day of April, 1921.
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 April, 1921.

Harry K. Weitzel

Don M. Stewart,

- Fred. A. Heilbron,

Jno. A. Held,

Virgilio Bruschi.
Members of the Common Council.

ATTEST:
Allen H. Wright,
City Clerk.
By: Y. A. Jacques,
Deputy.

B O N D .

KNOW ALL MEN BY THESE PRESENTS, That we, T. A. PORTER and W. M. SMITH, Co-partners doing business under the co-partnership name of PORTER & SMITH, 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 One thousand forty dollars (\$1040.00), 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 4th day of April, 1921.

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 construction and completion of, and to construct and complete a frame building annex to the Mission Valley Hospital, located in Mission Valley, in The City of San Diego, California; all in accordance with the plans and specifications therefor contained in Document No. 134108, filed in the office of the City Clerk of said City, March 9, 1921; a copy of which said plans and specifications contained in said Document No. 134108 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 T. A. Porter and W. M. Smith have hereunto subscribed their names, 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.

T. A. PORTER,

W. M. SMITH.
Co-partners, doing business under
the co-partnership name of
PORTER & SMITH, Principal.

THE AETNA CASUALTY AND SURETY COMPANY,
Surety.

By Leroy A. Wright,
Resident Vice-President.

(SEAL) ATTEST:
J. W. Landin,
Resident Assistant Secretary.

I hereby approve the form of the within Bond, this 6th day of April, 1921.
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 April, 1921.

Harry K. Weitzel,

Don M. Stewart,

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.

C O N T R A C T .

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 4th day of April, 1921, 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 T. A. PORTER and W. M. SMITH, co-partners, doing business under the co-partnership name of PORTER & SMITH, 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 construction and completion of, and to construct and complete a frame building annex to the Mission Valley Hospital, located in Mission Valley, in The City of San Diego, California; all in accordance with the plans and specifications therefor contained in Document No. 134108, filed in the office of the City Clerk of said City, March 9, 1921; a copy of which said plans and specifications contained in said Document No. 134108 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 Contractors agree to do and perform all of the said work for the sum of four thousand one hundred fifty dollars (\$4150.00).

Said contractors agree to commence said work within thirty (30) days after the signing of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within ninety (90) days from the date of the execution 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 by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of four thousand one hundred fifty dollars (\$4150.00), 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 days (35) 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 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 they will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the 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 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractors of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractors on account of such change or changes, except upon formal written agreement between the parties hereto.

Further, said contractors agree to save said The 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 The 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 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 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 contractor, or by any sub-contractor, upon any of the work by this contract 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 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 contractors have hereunto subscribed their names the day and year in this agreement first above written.

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.

T. A. Porter,

W. M. Smith.

Co-partners doing business under the co-partnership name of PORTER & SMITH, Contractors.

S. J. Higgins, City Attorney.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

I hereby approve the form of the foregoing Contract, this 2nd day of April, 1921.

SPECIFICATIONS FOR THE CONSTRUCTION OF FRAME BUILDING ANNEX TO THE MISSION VALLEY HOSPITAL, IN THE CITY OF SAN DIEGO, CALIFORNIA.

GENERAL REQUIREMENTS:

The contractor shall, for the price bid, furnish all labor, material and equipment necessary to execute and complete the work in every respect in a thorough, workmanlike manner, in accordance with these specifications and the plans hereto attached and by reference thereto the said plans are made a part hereof. These specifications shall have a preference over the plans in all differences. 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 Manager of Operation or his inspector in charge of the work. All work to be true and accurate, floors kept level and wall partitions plumb. Framing and construction to be as noted, shown and specified, using skilled mechanics throughout. The proper size and kind of nails to be used without stint. All construction and material shall comply with the city building ordinance and shall meet the approval of the inspector in charge. The contractor will be held responsible and must make good all damage to surrounding and adjacent property and before final acceptance any broken glass and defective material shall be replaced by sound approved materials. He shall obey all laws and regulations covering the work, obtain and pay for all necessary permits. The contractors shall first visit the site and thoroughly acquaint themselves with the existing conditions before handing in their bids. The new structure to be reconciled to the old, properly joining the two as indicated; the new floor shall be kept the same level as present floor level. Remove present fence where so marked. Any material which is required to be removed from present construction in making the alterations as noted, may be used in the new construction if sound and suitable. Anything which is reasonably implied as necessary to make a finished job of its kind, shall be furnished and executed as though specified in detail. Do all necessary cutting for and patching after the other crafts, as a finished job of its kind is expected.

PREPARATION OF BUILDING SITE:

The contractor shall furnish the labor, materials, tools and transportation necessary to remove the excavated and surplus earth from the building site, depositing the same in the adjacent canyon lot on the premises. Excavate for foundation and footings and under joists a sufficient depth to insure at least a twelve inch clearance between bottom of floor joists and top of ground. At completion, grade around building insuring a slight slope or drainage away from building.

CONCRETE FOUNDATIONS:

There shall be concrete pier/foundations under all outside walls as noted and shown upon the plans. Top of foundation and footings to be two inches above finish grade. Footings under center supports to be 4 feet o.c., said footings to be not less than 12" x 12" and not less than 10" deep; keep top of foundation and footings level and smooth. Carefully examine the soil as footings and foundation must extend to solid permanent bearing or hard pan. All concrete to be of one part of Portland cement, two and one-half parts of clean sand and five parts of screened gravel.

LUMBER:

The 4" x 4" and 4" x 6" posts and the 2" x 4" materials below first floor level, and all fence posts shall be rough common red wood. All exposed finish, trim, battens, panel strips, chair rail, floor mold, frieze, interior partitions and frame work of same, and exterior walls shall be clear redwood, all exposed sides and edges to be surfaced unless otherwise noted in detail on the drawings. All other dimension material, including joists, beams, supporting joists, rafters, ceiling joists and trussing, fence rails, fence boards and brackets, shall be common Douglas Fir, except where exposed at eaves and gable end projection, in which case 1" x 6" ship-lap or flooring shall be used with exposed face dressed, exposed rafter ends, shall be dressed or planed smooth; all flooring to be 1" x 4" No. 1 clear Oregon Pine or Douglas Fir V.G., flooring tightly driven up blind nailed and surfaced to match present floor of existing building. Remove windows as noted and neatly board up to match the rest of the work.

FRAMING:

Floor joists to be 12 feet long, lapped and spiked together over center support and securely toe-nailed to supporting beams. Roof trusses if spaced 29" on center shall have short 2" x 3" pieces cut in between at ceiling 2 feet on center, to form supports for the

beaver board ceiling; otherwise said trusses shall be spaced 2 feet on center. All joints or cracks between the beaver board strips shall be protected with 2" x 3" backing above same.

All interior partitions to be 1" x 12" clear redwood surfaced both sides, and shall extend full height from floor to ceiling. The exterior of building shall have all cracks neatly covered with 1/2 inch x 3" redwood battens; all interior walls and both sides of all partitions shall have cracks between boards covered with 3/8" x 2 1/2" redwood battens making a neat panel effect. The entire ceiling shall be covered with approved beaver board, cracks or joints between strips to be covered with 3/8" x 2 1/2" redwood battens; care shall be taken in placing the strips and battens to insure a balanced geometrical arrangement of panels in each room. Where the ceiling makes an angle with the side walls and partitions, the ceiling shall have the batten panel strips all around adjacent to this angle. The contractor shall furnish and place all rough hardware. The owner will furnish the finish hardware and the contractor shall place and install same. Furnish and place all necessary flashing. The painting will be done by owner under a separate contract. Build the fence plumb and true, neatly joining same to old; furnish and place the barbed wire strands, spaced uniform and pulled taut, fastening same with suitable galvanized staples. All barbed wire to be galvanized standard barbed wire to match present fence.

MILL WORK:

Read over the preceding paragraphs to ascertain the general scheme and class of work desired. Furnish and place all mill work, trim, finish, frames, sash, doors, etc., as required. All sash to be Western White Pine 1 3/8" thick, excepting sash for plate glass which shall not be less than 1 3/4" thick; all sash and glass panel doors to be glazed at the mill; glass for window and sash to be S. S. Grade A glass for doors to be D. S. Grade A. Plate glass to be 1/4" polished American Plate glass without flaws. Casement sash to be rabbetted at meeting rail or approved astragals may be used. Exterior doors shall have hard wood thresholds and sills, window and lower sills to be hard pine or redwood, door and window jambs to be hard pine or fir dressed all exposed edges and sides. All doors to be clear Oregon Pine or Douglas Fir, interior doors to match present doors in design. Louvers to be built as indicated, back of same to be covered with galvanized fly screening; the present louvers which are to be removed as noted may be used if in good condition.

ROOFING:

The entire roof shall be covered with a regular three-ply roof consisting of one dry sheet and three layers of 10 pound saturated felt each ply to be cemented to adjacent ply and to dry sheet with hot pitch, the final finish surface to receive a uniform heavy coat of hot pitch; make a neat appearing finish at gable ends and at eaves, the dry sheet to be firmly nailed to sheathing. The entire roof shall be covered by an approved written guarantee covering a period of five years.

FINALLY:

At completion of building remove all shavings, kindling, and debris from the building and premises and leave same broom clean.

ELECTRIC WIRING:

The contractor shall furnish all material, labor, tools, and transportation necessary to install all electric wiring, including switches, meter loop branch blocks and entrance switches, together with all electric fixtures, receptacles and cords in accordance with the ordinance of the City of San Diego regulating the installation of the electrical wiring. All work and material shall be to the satisfaction of the City Electrical Inspector of said city, with installation test in accordance with the National Board of Fire Underwriters' rules, testing free from grounds. All work shall be installed in a neat and workmanlike manner; all wiring shall be in approved conducts, metallic moulding or armoured cable. All switches are to be run down in metal moulding using approved snap switches for same. All drop cords are to be reinforced lamp cord with cord canopies and federal bushings. All sealing outlets are to be O. B. sealing crowned with reflectors. Install cut out cabinet in office and run feeders to present meter location and make all changes in old service to protect this additional load. All electrical switches, including outlets capacity-watts shall be installed in locations as shown on plan. Vocational and surgical room shall be provided with drop cords. Office, sterilizing room and locker room, are to be provided with lights installed at the finished ceiling; approved switches are to be installed in locations as indicated. The contractor shall furnish sufficient 100 watt electric globes for each outlet as shown on details.

SPECIFICATIONS FOR PLUMBING WORK TO BE INSTALLED IN THE MISSION VALLEY HOSPITAL ANNEX.

The plumbing contractor shall furnish all material, labor, tools and transportation necessary to install and complete the installation of all plumbing fixtures, soil, waste pipe, etc., in accordance with the City Plumbing Ordinance of The City of San Diego, and these specifications, together with all water pipes necessary to convey hot and cold water to each plumbing fixture installed.

FLAT BACK BASINS.

Two 20 x 24 inch flat back lavatories with apron complete, 1 1/2 inch nickel plated traps; four quick compression goose neck basin cocks with china index handles; four 1/2 inch nickel plated angle valves for the supply pipes installed under each fixture.

SLOP SINKS.

Two 2- x 24 inch iron porcelain, rolled rim pedestal slop sinks with 15 inch iron porcelain back; Waste connection for each slop sink to be not less than four inches inside diameter; Four 3/4 inch nickel plated quick compression bibs with china index handles; 2 - 3/4 inch compression valves for the supply pipe serving said fixtures; The valves to be installed above the finished floor.

HOT AND COLD WATER SUPPLY PIPES.

All water pipes connecting all plumbing fixtures as shown on the plans shall be not less than 3/4 inch inside diameter and to be of galvanized wrought iron pipe, the same to be connected to the main hot and cold water supply system located in the basement of the main building.

MAIN WASTE LINE.

The main waste line for the plumbing fixtures as shown on the plans shall be four inch cast iron soil pipes and shall extend from the main cesspool located in the rear yard of the main building along the west wall to the slop sink outlets as shown in the details. No combination clean out waste or soil fitting will be permitted to be installed in any part of this job. All cleanouts shall be corked into all soil and waste fittings, the said soil pipe to be buried at least 6 inches under the actual ground level.

GAS PIPING.

All gas piping shall be of standard size as required by the City Gas Ordinance of the City of San Diego. The main riser for the annex shall connect to the main gas line at the house side of the gas meter located in the main building and shall extend to each outlet as shown in the details. Outlets to be not less than one half inch inside diameter with a gas cock for hose connection installed for the finish.

SPECIFICATIONS FOR THE STEAM HEATING WORK FOR THE MISSION VALLEY HOSPITAL ANNEX.

The heating contractor shall furnish all labor, material, tools, and transportation that is necessary to complete in every detail an overhead two pipe gravity steam heating system.

The radiators shall be of cast iron, 3 column vertical loop, 38 inches high and to be placed in the location shown on the plans. A valve shall be placed at the flow and return end of each radiator.

All valves shall be Union radiator valves of the Crane Co.'s make or their equal.

Floor and ceiling flanges shall be placed around all heating pipes extending through the ceiling or floors.

The flow pipe shall connect to the main steam line at the low pressure side of the reducing pressure valve located in the cellar of the main building.

The main flow pipe shall be not less than 2½ inches inside diameter and shall extend from the 3 inch steam main located in the main building vertically to the ceiling joist of the first floor; thence horizontally to the first radiator located in the vocational room; from this point the said main may be reduced to a 2 inch pipe for the remaining radiators. The main flow pipe shall be concealed its entire length. All drips from the main line shall be taken from the bottom and all supply branches shall be taken from the top of the main at angles not less than 45 degrees. The main flow line shall be covered its entire length with air cell covering well banded and cemented.

All return pipes installed under the floor for the system shall be covered with air cell covering well cemented and banded. No branch return shall be less than one inch inside diameter. The main return pipe shall be not less than 1½ inch inside diameter. All dry returns shall be collectively or independently trapped before entering the main return line. Half inch pet cocks shall be placed at the bottom of each trap; check valves not permitted. All dry return traps to be so located as to allow free access to same for repairs.

All radiators and all steam pipes exposed in the rooms shall be bronzed with aluminum bronze.

The main return pipe shall drain through the steam trap now provided for the present system in the cellar of the main building.

There shall be installed on the high pressure main on the boiler side of the reducing pressure valve and as near to same as is practical, a two inch drip. The steam trap to be furnished by the city and installed by the contractor.

(COPY OF BLUE PRINT ATTACHED, drawing Nos. 880 L and 880½ L, originals of which are on file in the office of the City Engineer.)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between City of San Diego, California, and Porter & Smith, to construct Mission Valley Hospital Annex, filed April 4th, 1921, being Document No. 134654.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By C. E. Carlson Deputy.

AGREEMENT OF LEASE. (COPY)

This INDENTURE, made this 18th day of April, 1921, 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, 1921, to and including June 30, 1922.

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 1325, 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

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 eight years.

Ninth, - Said lessee covenants and agrees, at the expiration of the tenency 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, naphtha 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.

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.

ATTEST:

Allen H. Wright
City Clerk of said City
(SEAL)

Signed, Sealed and
Delivered in the
presence of

F. C. Shannon

APPROVED BY THE UNITED STATES

By H. B. Pratt
Major, Asst. Quartermaster
U.S. Marine Corps, Depot Quartermaster.

I hereby approve the form of the foregoing Agreement, this 15th day of April, 1921.
S. J. HIGGINS, City Attorney

By Arthur A. H. Wright,
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of Lease between the City of San Diego and THE UNITED STATES OF AMERICA, filed May 21, 1921, being Document No. 135994.

Allen H. Wright
City Clerk of the City of San Diego, California
By Fred W. Sick Deputy.

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 23rd day of May, 1921, 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 RUSS LUMBER & MILL 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 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 situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911. Said lands herein leased to said Lessee are particularly described as follows, to-wit:

Beginning at the intersection of the easterly line of First Street, produced, with the southwesterly line of the right of way of the Atchison, Topeka & Santa Fe Railway Company, thence north 89° 44' West, 368.91 feet to the true point of beginning; thence from the true point of beginning south 26° 56' 40" west, 251.1 feet to a point; thence north 56° 49' 20" west, 225.5 feet to a point; thence north 33° 30' 40" East, 329.4 feet to a point; thence South 56° 54' 20" East, 6.2 feet to a point; thence south 33° 05' 40" west, 80.0 feet to a point; thence South 56° 54' 20" east, 190.00 feet to the true point of beginning.

To have and to hold the said premises, and each and every part and parcel thereof, unto the said Lessee, for a term ending August 1st, 1925, at a rental of forty dollars (\$40.00) per month, 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 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 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.

The Common Council of said City and the people of said City hereby reserve the right and privilege, by ordinance duly adopted, to terminate 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 for the construction, erection and maintenance of a wharf, and for the erection and maintenance of such structures as may be necessary and convenient for the carrying on of a lumber business; 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, which will not be necessitated by reason of filling done by said The City of San Diego.

(5) 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 him 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.

(6) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right 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 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

J. W. Sefton, Jr.

Members of the Harbor Commission of The City of San Diego.

Lessor.

RUSS LUMBER & MILL COMPANY.

By G. F. Nolan Manager

Lessee.

ATTEST:

Allen H. Wright
City Clerk

(SEAL)

ATTEST:

I hereby approve the form of the foregoing lease, this 18th day of May, 1921.

S. J. HIGGINS, CITY ATTORNEY.
By Arthur A. H. Wright
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between the City of San Diego and the Russ Lumber & Mill Company, of Tide Lands, filed May 23, 1921, being Document No. 136048.

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

By Fred H. Jack Deputy.

C O N T R A C T.

KNOW ALL MEN BY THESE PRESENTS, That we, J. D. and A. B. Spreckels Securities Co doing business under the fictitious name of The Tribune Company, as principals, and the NATIONAL SURETY COMPANY (of New York), a corporation organized and existing under and by virtue of the laws of the State of NEW YORK, as surety, are 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 & NO/100 Dollars (\$1,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, the said 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 17th day of May, A.D. 1921.

The conditions of the above and foregoing obligation are such, that whereas, the said principals on the 11th day of May, 1921, 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 the first day of June, 1921, and ending with the 31st day of May, 1923, 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,	\$2.25
For each 1000 ems of type, set solid, if the publication is made five times,	2.50
For each 1000 ems of type, set solid, if the publication is made ten times,	3.00
For each 1000 ems of type, set solid, if the publication is made fifteen times,	3.25
For each 1000 ems of type, set solid, if the publication is made twenty-one times,	3.50
For each 1000 ems of type, set solid, if the publication is made thirty times,	4.50
For the complete publication of the delinquent tax list, once a week for three weeks, set solid, for each 1000 ems, all as in said contract provided.	4.00

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 17th day of May, 1921.

J.D.& A.B.SPRECKELS SECURITIES CO.,
doing business under the fictitious name of THE TRIBUNE COMPANY,

By JasMacMullen
Managing Editor:
Principals.

NATIONAL SURETY COMPANY

By D. B. Goldsmith
Attorney-in-fact.

ATTEST:

(SEAL)
STATE OF CALIFORNIA)
County San Diego) SS:

On this 17th day of MAY, in the year 1921, before me ALICE GREEN, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn personally appeared D. B. GOLDSMITH, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the NATIONAL SURETY COMPANY, a Corporation, and acknowledged to me that he subscribed the name of the NATIONAL SURETY COMPANY thereto as Principal and his own name as ATTORNEY-IN-fact.

I further certify that said bond was executed by said D. B. Goldsmith in my presence, and his signature thereto is genuine.

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

Alice Green
Notary Public in and for said County and State
(SEAL)

I hereby approve the form of the within Bond this 19th day of May, 1921.

S. J. Higgins.
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, 1921.

Don M Stewart
Harry K. Weitzel
Jno A Held
Virgilio Bruschi

ATTEST:
Allen H. Wright
City Clerk.

By Y. A. Jacques,
Deputy.

Members of the Common Council.

(SEAL) THIS AGREEMENT, made and entered into this 11th day of May, A.D. 1921, by and between J. D. Spreckels and A. B. Spreckels Securities Co doing business under the fictitious name of 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, 1921, and ending with the

thirty-first day of May, 1923, 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,	\$2.25
For each 1000 ems of type, set solid, if the publication is made five times,	2.50
For each 1000 ems of type, set solid, if the publication is made ten times,	3.00
For each 1000 ems of type, set solid, if the publication is made fifteen times,	3.25
For each 1000 ems of type, set solid, if the publication is made twenty-one times,	3.50
For each 1000 ems of type, set solid, if the publication is made thirty times,	4.50
For the complete publication of the delinquent tax list, once a week for three weeks, set solid, for each 1000 ems,	4.00

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 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, 1921, to and including the thirty-first day of May, 1923.

It is further agreed that should any advertising be unfinished on the thirty-first day of May, 1923, 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 11th day of May, 1921, 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 11th day of May, A. D. 1921.

J.D. & A.B. SPRECKELS SECURITIES CO.,
doing business under the fictitious name of THE TRIBUNE COMPANY

By JasMacMullen
Managing Editor of The Tribune Company

ATTEST:

E. F. Parmelee
Business Manager of The Tribune Company.

THE CITY OF SAN DIEGO.

By Don M Stewart

Harry K Weitzel

Fred A Heilbron

Virgilio Bruschi

Jno A Held

Members of the Common Council.

ATTEST:

Allen H. Wright
City Clerk.

(SEAL)

I hereby approve the form of the within and foregoing contract this 5th day of May, 1921.
S. J. Higgins.
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 and The Tribune Company, filed May 11th, 1921, being Document No. 135871.

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

By Fred A Heilbron Deputy.

A G R E E M E N T .

I, MARY PEACE, a widow, Do hereby agree with the CITY OF SAN DIEGO, a municipal corporation, and with the COMMON COUNCIL of said city, its duly authorized representatives as follows:

In consideration of the aforesaid common council granting to me a permit to construct certain buildings at Ocean Beach, in the city of San Diego, State of California, in front of Lots One (1) to Six (6) inclusive, in Block seventy-one (71) of said Ocean Beach, and contiguous on the east side to the existing public board walk, I agree that the said permit shall not prejudice in my favor any claim or right which the said city of San Diego may have or claim in or to the property upon which said buildings may rest, but this shall not be construed as a recognition by me of any right or claim of the said city in said land; it being merely my agreement that so far as any disputed claims between me and the said city may now exist said permit shall have no effect upon such claims.

I further agree that I will not demand the removal of the existing sewer line running through said property adjacent to or in front of said lots in said Block seventy-one (71) of said Ocean Beach.

I further agree that if any damage shall accrue to the aforesaid board walk by reason of the construction of said building or buildings adjacent thereto, I will pay or adjust the amount of such damage to the satisfaction of the aforesaid common council.

I further agree that no part of said board walk will be used as a support to the aforesaid building or buildings, but that the foundations and supports for said building or buildings shall be distinct and separate from said board walk and its support; this upon the

understanding, however, that in the event it shall be necessary to make entrances to any of the concession rooms in said building I may remove such portion of the railing as may be necessary for that purpose, in which latter case I agree to support the adjacent railings on either side in a satisfactory and workmanlike manner so as to coincide with the remainder of the existing railing construction.

WITNESS my hand this 13th day of May, 1921.

Mary Peace

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT between the City of San Diego and Mary Peace, filed May 18, 1921, being Document No. 135970.

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

By Fred W. Lick Deputy.

LEASE.

THIS INDENTURE, Made this 31st day of May, 1921, 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 authority conferred by Ordinance No. 8356 of the ordinances of The City of San Diego, authorizing the execution of this lease, and AMELIA BAKER, GRACE B. DIFFENDORF and DANIEL BAKER, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessees, 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:

Beginning at a concrete monument at the northwesterly corner of Pueblo Lot 1355, thence South 47° 02' 54" East, along the easterly line of the City of San Diego 2434.17 feet to a concrete monument; thence South 74° 34' 13" West 1266.4 feet to a concrete monument; thence north 15° 41' 47" West, 2073.08 feet to the point of beginning, for a term of one year beginning May 1, 1921, at a rental of One Dollar (\$1.00) per year, payable in advance.

And said Lessees do 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 Lessees will quit and surrender the said premises in as good state and condition as reasonable use thereof will permit.

Said Lessees further covenant and agree to use and maintain said property for agricultural and pasturage purposes only, and in the event that said lessees attempt to use said lands for any other purpose then and in that event this lease shall immediately terminate and expire.

And said City does hereby covenant, promise and agree that said Lessees, 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 Lessees have hereunto fixed their signatures, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By Don M Stewart

Harry K Weitzel

Fred A Heilbron

Jno A Held

Virgilio Bruschi

Members of the Common Council
Lessor.

Daniel A Baker

Grace B. Diffendorf

Mrs. Amelia Baker

Lessees.

I hereby approve the form of the foregoing lease, this 16th day of April, 1921.

S. J. HIGGINS, City Attorney.

By Arthur E. H. Wright
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between The City of San Diego and Amelis and Daniel Baker and Grace B. Diffendorf, filed April 18, 1921, being Document No. 135117.

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

By Fred W. Lick Deputy.

ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT OF TIDELAND LEASE.

WHEREAS, on the 12th day of May, 1915, The City of San Diego, as lessor, entered in to a lease with E. W. Anderson, doing business under the firm name and style of San Diego Rubbish Company, as lessee, said lease being contained in Document No. 89479, 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. 8272, entitled, "An Ordinance authorizing the transfer by E. W. Anderson, doing business under the firm name and style of San Diego Rubbish Company, to Paraffine Companies, Inc., a corporation, of a lease owned by said E. W. Anderson of a certain portion of the tidelands of the Bay of San Diego," approved on the 10th day of February, 1921, authorized said E. W. Anderson to

transfer said lease and his rights thereunder to Paraffine Companies, Inc., a corporation, NOW, THEREFORE, E. W. Anderson, doing business under the firm name and style of San Diego Rubbish Company, of the City of San Diego, State of California, does hereby sell, assign and transfer to Paraffine Companies, Inc., 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 Paraffine Companies, Inc. hereby accepts said assignment of lease and hereby undertakes and agrees to assume all of the obligations heretofore assumed by said E. W. Anderson, 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. 8272.

THE PARAFFINE COMPANIES, INC.,
ECONOMY PAPER DIVISION.

M. C. Cooper.
E. W. Anderson

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ASSIGNMENT & ACCEPTANCE OF ASSIGNMENT OF TIDE LAND LEASE between San Diego Rubbish Company and Paraffine Companies, Inc., being Document No. 133632.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

By Fred H. Slick Deputy.

RENEWAL OF LEASE.

THESE ARTICLES OF AGREEMENT, Entered into this 22nd day of June 1921, between Colonel F. H. Lawton, Q.M. 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, WITNESSETH, that:

WHEREAS by certain articles of agreement dated 1st day of June, 1920, 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 fifty feet (150') at North side of dock known as Municipal Pier, said pier having dimensions of eight hundred feet (800') by one hundred thirty feet (130') and being situated at the foot of Broadway, City of San Diego, California, and an additional space of the entire side of a float at North side of said Municipal Pier. Said side of float being ninety feet (90') long in the clear and with its additional space afforded by the prolongation of the docking frame work on the western side of said float.

The premises above described to be used for docking, wharfage and berths of the freight and passenger boats and other vessels of the same class owned by the United States and operated between the Municipal Pier, San Diego, California and Fort Rosecrans, California.

It is agreed that the depth of the water at the above described dock at mean low tide is thirty five feet (35'), and at mean high tide forty feet (40').

In addition to the above described premises, the lessor agrees to set aside for the exclusive use of the lessee, an office and storeroom, fifteen feet by fifteen feet (15' x 15') located in the Northeast corner of the Warehouse on the Municipal Pier, said Warehouse having dimensions of seven hundred and thirty four feet by seventy feet (734' x 70').

The right is reserved by the lessor to use the docking space herein described when same is not occupied by vessels of the United States. This reservation, however, does not apply to the office space and storeroom.

The right of the Common Council to change or increase the rental provided herein at any time or as often as the Common Council may be advised, is hereby expressly reserved to the City of San Diego provided, however, that lessor shall never charge for the use of said premises any unreasonable rates or toll nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against lessee, and the lessee in accepting this lease acknowledges the right of said lessor to readjust and increase the rental at any time as hereinbefore stated.

That the rent payable hereunder for the space as specified at North side of dock known as Municipal Pier, and space as specified at a float at North side of said Municipal pier, and an office and storeroom as specified at Northeast corner of the Warehouse on said Municipal Pier, shall be in total of all specified, at the rate of Eight hundred forty Dollars (\$840.00) per annum, payable monthly.

For a term beginning July 1, 1920 and expiring June 30, 1921, 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 thirtieth day of June, 1922, 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 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.

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:

E. A. Clayton as to

F. H. Lawton,

Colonel, Q.M. Corps, U.S. Army.

ATTEST:
ALLEN H. WRIGHT,
City Clerk,
San Diego, Calif.

(SEAL)

(Don M. Stewart
(Harry K. Weitzel
(Jno A. Held.
(Virgilio Bruschi
Members of Common Council.
San Diego, Calif.

I hereby approve the form of the foregoing Renewal of Lease, this 27th day of June, 1921.

Copy of Resolution No. 26603 hereto attached.

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 RENEWAL OF LEASE between the War Department and the City of San Diego, California, being Document No. 136814.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

By Fred W. Lick DEPUTY.

A G R E E M E N T.

APPROVED BY THE U. S. MARINE CORPS JULY 13, 1921.

THIS AGREEMENT, made and entered into this 20th day of June, A.D. 1921, by and between THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, acting by a majority of the members of its Common Council, and the UNITED STATES OF AMERICA, acting by and through its proper officers thereunto duly authorized, WITNESSETH:

That the said The City of San Diego, for and in consideration of the covenants on the part of the said United States of America hereinafter contained, hereby agrees to furnish to said United States of America, for the use of the United States Marine Corps, at the site of The Advanced Base Force of said Marine Corps, water, at and for a price of twelve cents (12¢) per 100 cubic feet.

Said water shall be so furnished by said City through a meter to be furnished by the said United States of America, and said water shall be measured and charged for in accordance with the reading shown upon said meter upon the last day of each and every month during the life of this agreement.

This agreement shall continue in force for one year from and after June 30th, 1921, but it is understood and agreed by and between the parties hereto that in the event that the water rates of The City of San Diego are by ordinance changed before the termination of this agreement, then and in that event said United States of America shall pay for the water so furnished such rate as may be established by ordinance, whether or not said rate shall be greater or less than twelve cents (12¢), the rate herein agreed upon.

Said United States of America hereby agrees to pay for the water so furnished, the sum of twelve cents (12¢) per 100 cubic feet, unless said rate shall be, during the life of this agreement changed by ordinance.

IN WITNESS WHEREOF, The City of San Diego has caused this Agreement to be executed by a majority of the members of its Common Council thereunto duly authorized, and the United States of America has caused this agreement to be executed by The Depot Quartermaster, U.S. Marine Corps, San Francisco, California, this 20th day of June, 1921.

THE CITY OF SAN DIEGO,

By Don M. Stewart

Jno A. Held.

Virgilio Bruschi

Members of the Common Council of the City of San Diego.

ATTEST:

ALLEN H. WRIGHT
City Clerk.

(SEAL)

Witnessed by
F.C. Shannon

UNITED STATES OF AMERICA,

By N.G. Burton,

Lieut-Colonel, Ass. Quartermaster,
U.S.M.C., Depot Quartermaster.

Copy of Resolution No. 26574 hereto attached.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT between United States of America, Marine Corps, and the City of San Diego, California, being Document No. 136834.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

By Fred W. Lick Deputy.

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 15th day of Mar., 1921, 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 STARR & CRESCENT BOAT COMPANY, a corporation organized and existing under and by virtue of the laws of the state of California, hereinafter designated as the Lessee, WITNESSETH:

That the 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 situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911. Said lands herein leased to said Lessee are particularly described as follows, to-wit:

Beginning at the intersection of a line drawn parallel to and 7 feet easterly from the west line of Arctic Street with a line drawn parallel to and 7 feet southerly from the north line of "G" Street; thence westerly on a line parallel to and 7 feet southerly from the north line of "G" Street and the north line of "G" Street produced, a distance of 1100.75 feet to a point; thence northerly at right angles to the last described course a distance of 210.95 feet to a point; thence westerly at right angles to the last described course a distance of 41.0 feet to a point on the present temporary bulkhead, the true point of beginning; thence from the true point of beginning, westerly on a continuation of the course last described, a distance of 242.0 feet to a point; thence northerly at right angles to the last described course a distance of 51.0 feet to a point; thence easterly at right angles to the last described course a distance of 225.0 feet to a point on the present temporary bulkhead; thence southeasterly along the present temporary bulkhead a distance of 53.75 feet to the true point of beginning.

To have and to hold the said premises, and each and every part and parcel thereof, unto the said Lessee, for a term ending August 1st, 1925, at a rental of fifteen dollars, (\$15.00) per month, 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 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 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 transferrable,

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 duly adopted, to terminate, annul, change or modify this lease in such manner as in their judgment may seem proper.

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

(1) That said premises shall be used for the construction, erection and maintenance of a wharf, and for the erection and maintenance of such structures as may be necessary and convenient for general wharf purposes and for landing purposes; 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, which will be necessitated by reason of filling done by said The City of San Diego.

(5) It is further stipulated and agreed that this lease is made upon the express condition that the said lessee will make such provision 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 him 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.

(6) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no other right or claim thereto, and the Common Council of said City shall immediately thereupon, without recourse to the Courts, have the right 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 Lessee has caused its corporate name to be subscribed and its corporate seal to be affixed hereto, the day and year first hereinabove written.

ATTEST:

ALLEN H. WRIGHT,
City Clerk.

(SEAL)

THE CITY OF SAN DIEGO,

By Rufus Choate

J. W. Sefton, Jr.

M. A. Graham

Members of the Harbor
Commission of The City
of San Diego.

Lessor.

STAR & CRESCENT BOAT COMPANY,
a corporation,

By O. J. Hall Pres.
Lessee

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between the Star & Crescent Boat Company and The City of San Diego, California, being Document No. 136871.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Frederick W. Lick DEPUTY.

LEASE.

THIS INDENTURE OF LEASE, made and entered into this 6th day of July, 1921, 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 INTERNATIONAL PACKING CORPORATION OF CALIFORNIA, 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:

Commencing at the intersection of the northwesterly line of Crosby Street, in said City produced southwesterly with the U.S. Bulkhead Line as established February, 1912; said point being the most westerly corner of the tideland lease petitioned for and described in Document No. 120190 filed in the office of the City Clerk of the City of San Diego, on the 17th day of February, 1919; thence from the point of beginning South 39 degrees 18 minutes 15 seconds West, 1000.00 feet to an intersection with the U.S. Pierhead Line established February, 1912; thence South 50 degrees 50 minutes East, along said Pierhead Line, a distance of 385 feet to a point; thence North 39 degrees 18 minutes 15 seconds East, to an intersection with the U.S. Bulkhead Line; thence North 50 degrees 50 minutes East, along said Bulkhead Line, a distance of 385 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 of 25 years from and after the 1st day of August, 1920, at a rental of Twenty-five Dollars (\$25.00) for each and every month 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 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 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 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 the said premises shall be used for the erection and maintenance thereon of a wharf for the accomodation of the fishing industry.

(2) At the termination of this lease the said lessee agrees to remove any wharf or structure or piling then upon said leased premises if the said City shall so demand.

(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 (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.

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

(6) 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 Bay 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.

(7) It is hereby agreed by and between the parties hereto that no house or habitation of any kind whatever shall be erected or allowed to remain upon said leased premises either by said lessee or with the permission or consent of said lessee, and it is further agreed that in the event that any house or habitation shall be erected upon said leased premises; either by said lessee or by any other person, that then and in that event this lease shall immediately terminate and shall, without any further action or notice on the part of said lessor, be cancelled and annulled and said lessee shall have no further right in or to this lease or to the premises hereby leased, and said lessee in such event hereby agrees peaceably and quietly to remove from said leased premises and to surrender possession of the same to the said lessor.

Said lessee further agrees to remove or cause to be removed from said leased premises all tents, houses or other habitations now upon said premises within 180 days from the execution of this lease, and in the event that such tents, houses or other habitations shall not be so removed from said premises within the time herein allowed, that then and in that event this lease shall immediately terminate and shall, without any further action or notice on the part of said lessor, be cancelled and annulled, and said lessee shall have nor further right in or to this lease or to the premises hereby leased, and said lessee in such event hereby agrees peaceably and quietly to remove from said leased premises and to surrender possession of the same to said lessor.

It is the understanding of the parties to this lease that not part of said leased premises shall be used hereafter as a location for habitations for employees of said lessee.

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

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

J. W. Sefton, Jr.

I hereby approve the form of the foregoing lease, this 29th day of June, 1921.

S. J. HIGGINS, CITY ATTORNEY
BY ARTHUR F.H. WRIGHT, DEPUTY CITY ATTORNEY.
Members of the Harbor Commission of The City of San Diego, California.

INTERNATIONAL PACKING CORPORATION OF CALIFORNIA.
BY A. J. Cohn, Vice President.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between the International Packing Corporation of California and the City of San Diego, California, being Document No. 136896.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred K. Sick DEPUTY.

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 6th day of July, 1921, 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 INTERNATIONAL PACKING CORPORATION OF CALIFORNIA, 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:

Commencing at the intersection of the northwesterly line of Crosby Street, in said city, produced southwesterly, with the mean high tide line of the Bay of San Diego, as established by the City Engineer of said City, in the year 1918, and more particularly shown on that certain map filed in the office of the City Clerk, January 6th, 1919, and marked Document No. 119543; thence south 39 degrees 18 minutes 15 seconds West, along the prolongation of the northwesterly line of Crosby Street, a distance of 221.18 feet to an intersection with the U.S. Bulkhead Line as established February 1912; thence south 50 degrees 50 minutes East, along said Bulkhead Line, a distance of 385.00 feet to a point, said point being located North 50 degrees 50 minutes West, 346.55 feet from Station 110 on said Bulkhead Line; thence North 39 degrees 18 minutes 15 seconds East, a distance of 215.24 feet to the intersection of said mean high tide line; thence northwesterly along said mean high tide line by the following described courses: North 48 degrees 18 minutes 50 seconds West, 76.80 feet; north 45 degrees, 48 minutes, 20 seconds West, 100.52 feet; North 52 degrees 36 minutes West, 100.01 feet; thence North 52 degrees, 39 minutes, 50 seconds West, 100.02 feet; North 50 degrees 32 minutes 30 seconds West, 8.20 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 of 25 years from and after the 1st day of August, 1920, at a rental of One Hundred Dollars (\$100.00) for each and every month 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 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 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 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.

(5) That said lessee shall have the right and privilege of reclaiming and filling in with earth or other material taken from the bottom of the Bay of San Diego, 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 ft.) 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 improvement 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 or The Bay 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) 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 and in that event 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.

(11) It is hereby agreed by and between the parties hereto that no house or habitation of any kind whatever shall be erected or allowed to remain upon said leased premises either by said lessee or with the permission or consent of said lessee, and it is further agreed that in the event that any house or habitation shall be erected upon said leased premises, either by said lessee or by any other person, that then and in that event this lease shall immediately terminate and shall, without any further action or notice on the part of said lessor, be cancelled and annulled, and said lessee shall have no further right in or to this lease or to the premises hereby leased, and said lessee in such event hereby agrees peaceably and quietly to remove from said leased premises and to surrender possession of the same to the said lessor.

Said lessee further agrees to remove or cause to be removed from said leased premises all tents, houses or other habitations now upon said premises within 180 days from the execution of this lease, and in the event that such tents, houses or other habitations shall not be so removed from said premises within the time allowed herein, that then and in that event this lease shall immediately terminate and shall, without any further action or notice on the part of said lessor, be cancelled and annulled and said lessee shall have no further right in or to this lease or to the premises hereby leased, and said lessee in such event hereby agrees peaceably and quietly to remove from said leased premises and to surrender possession of the same to said lessor.

It is the understanding of the parties to this lease that no part of said leased premises shall be used hereafter as a location for habitations for employees of said lessee.

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
J.W. Sefton, Jr.
M.A. Graham
Members of the Harbor
Commission of The City
of San Diego, California.
Lessor.

(SEAL) ATTEST:
ALLEN H. WRIGHT,
City Clerk

INTERNATIONAL PACKING CORPORATION OF CALIFORNIA.
BY A. J. COHN, VICE PRESIDENT.

Lessee.

I hereby approve the form of the foregoing Lease, this 29th day of June, 1921.

S. J. HIGGINS, 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 building 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 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 canning 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 vapors 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 between the INTERNATIONAL PACKING CORPORATION and THE CITY OF SAN DIEGO, CALIFORNIA, being Document No. 136895.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Frederick A. Sick DEPUTY.

RIGHT OF WAY AGREEMENT.

THIS INSTRUMENT, made this 13th day of June, 1921, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a corporation (hereinafter called the "Licensor"), and the CITY OF SAN DIEGO, a California municipal corporation (hereinafter called the "Licensee"), WITNESSETH:

IN CONSIDERATION of the sum of Five Dollars by the Licensee to the Licensor paid, the receipt of which is hereby acknowledged, and the faithful performance by the Licensee of the covenants herein contained, the Licensor licenses the Licensee to construct and maintain a pipe line six inches in diameter (hereinafter called the "Crossing"), to be used for carrying sewage across the right of way of the Licensor at San Diego, California, the location thereof being more particularly shown upon the print hereto attached, marked "Exhibit A", hereby referred to and made a part hereof.

IN CONSIDERATION of the foregoing license, the Licensee agrees, at its own cost and subject to the supervision and control of the Licensor's Chief Engineer, to locate, construct and maintain the Crossing in such manner and of such material that it will not at any time be a source of danger to or an interference with the tracks, roadbed and property of the Licensor, or the safe operation of its railroad, and if, at any time, the Licensee shall, in the judgment of the Licensor, fail to properly perform its obligations under this section, the Licensor may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event, the Licensee agrees to pay, within fifteen days after bill shall have been rendered therefor, the cost so incurred by the Licensor, plus a sum equal to ten per cent thereof; but failure on the part of the Licensor to perform the obligations of the Licensee shall not release the Licensee from liability hereunder for loss or damage occasioned thereby.

ALL THE COVENANTS AND PROVISIONS of this instrument shall be binding upon and inure

to the benefit of the successors, legal representatives and assigns of the parties to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the Licensee shall be binding upon the Licensor without the written consent of the Licensor.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
By W.B.Storey, its President

(SEAL) ATTEST:
ALLEN H. WRIGHT,
Its City Clerk.

CITY OF SAN DIEGO,
Don M Stewart
Harry K Weitzel
Jno A Held
Virgilio Bruschi

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

On this 2nd day of July, 1921, before me Nelson W. Willard, a Notary Public in and for said County and State, personally appeared W. B. Storey known to me to be the President of the Atchison, Topeka and Santa Fe Railway Company, the corporation the executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

(SEAL) NELSON W. WILLARD
Notary Public in and for said County and State.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RIGHT OF WAY AGREEMENT between the Atchison, Topeka & Santa Fe Railway Company and The City of San Diego, California, being Document No. 136928.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred H. Sick DEPUTY.

RIGHT OF WAY AGREEMENT.

INDENTURE, made this 6th day of July, 1921, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation, hereinafter called the Railway Company, first party, and the CITY OF SAN DIEGO a municipal corporation of the State of California, hereinafter called the City, second party.

RECITALS. On July 31, 1917, the parties hereto entered into an indenture of license which is designated in the files of the Railway Company as Contract, Secretary's No. 15466 and in the files of the City as Document No. 111278, filed August 22, 1917, by Allen H. Wright, City Clerk, relating to the maintenance by the City of a pipe line along the Railway Company's railway right of way and under its tracks at San Diego, California. To that indenture of license there was attached a blue print of Division Engineer's Drawing No. L-9-578, which was marked "Exhibit A," and made a part thereof, which indicated the said pipe line as it then existed on the Railway Company's right of way. Since the execution and delivery of the aforesaid indenture a portion of said pipe line has been removed from the property of the Railway Company and it is now the desire of the parties to amend the aforesaid indenture by substituting the attached blue print for the blue print attached to said indenture so that the location of said pipe line as it now exists may be truly shown.

A G R E E M E N T.

IN CONSIDERATION of the premises it is mutually understood and agreed by and between the parties hereto as follows:

1. That the blue print of Division Engineer's Drawing No. 1-3-4197, hereto attached, marked "Exhibit A," hereby referred to and made a part hereof, be and the same hereby is substituted in that certain indenture of license between the parties hereto made and entered into on the thirty-first day of July, 1917, and designated in the files of the Railway Company as Contract, Secretary's No. 15466 and in the files of the City as Document No. 111278, filed August 22, 1917, by Allen H. Wright, City Clerk, in place and stead of blue print of Division Engineer's Drawing No. L-8-578, thereto attached, marked "Exhibit A" and made a part thereof.

2. That the aforesaid indenture of license as hereby amended shall be and continue in force and effect under all its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have duly executed this indenture the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
By W.H.Breevetz

(SEAL) ATTEST:
ALLEN H. WRIGHT,
City Clerk.

Its Assistant to General Manager
First Party.
CITY OF SAN DIEGO,
By Don M. Stewart
Harry K. weitzel
Jno A. Held
Virgilio Bruschi

I Hereby Approve the form of the foregoing agreement this 23rd day of July, 1921.
S. J. Higgins,
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Right of Way Agreement between the Atchison, Topeka and Santa Fe Railway Company and the City of San Diego, California, being Document No. 136986½.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred H. Sick DEPUTY.

A G R E E M E N T

An AGREEMENT entered into this 15th day of July 1921, by and between the MAYO MARKING MACHINE COMPANY, of Sacramento, California, party of the first part, hereinafter called the lessor, and CITY OF SAN DIEGO a municipal corporation of the State of California, hereinafter called the Lessee, do agree as follows:

1. IN CONSIDERATION of the payments hereinafter mentioned, and of the mutual performance of the conditions and stipulations hereinafter contained, said lessor will deliver and consign to said lessee f.o.b. car, Sacramento, California, one Mayo Marking Machine in good working condition complete with brush, cleaning tank and all necessary attachments ready for use.
2. Said lessee shall hold and be at liberty to use the said machine with its several parts for a period of twelve months from July 15, 1921 and thereafter until cancelled in writing by said lessee, at the rate of (\$15.00) Fifteen Dollars per month or fraction thereof beginning July 15, 1921, such rental to be due quarterly on the _____ day of July, October, January and April during the force of this agreement.
3. It is hereby expressly declared and understood that the property, right and title in said machine and its attachments and parts shall remain in said lessor, the said machine being delivered to said lessee for use on and about the streets and thoroughfares only. Said lessee will not remove, assign, transfer, underlet, part with or permit said machine to be used by others, either directly or indirectly, than through the duly authorized members of the proper department charged with the execution of painting safety lines and parking lines on and about the streets and thoroughfares, and upon the expiration hereof, said lessee will cause said machine and its several parts and attachments to be returned in clean working conditions and properly crated and shipped, to said lessor at Sacramento, Cal.
4. Said lessee shall at his own expense repair, replace and make good all such parts of said machine or its attachments as may become broken, worn out, lost, removed, destroyed or damaged so as to keep the same in good working order; provided, however, that parts proving defective because of improper workmanship or material employed in their construction, or worn out after reasonable wear and tear, shall be replaced without any additional charge therefor, by said lessor.
5. Said lessee will pay the rentals as above given within thirty days from dates of maturity thereof and will perform all the conditions and stipulations above contained or as given in directions for USE AND OPERATION of said machine, a copy of which is appended hereto and hereby made a part thereof.
6. IN WITNESS of the foregoing, the first party has caused his name to be subscribed by the proper agent, and the second party has duly authorized its name to be subscribed by the proper agent this 26 day of Sept., 1921.

(Signed) MAYO MARKING MACHINE CO,
By Edgar Mayo (Lessor)

(Signed) CITY OF SAN DIEGO (Lessee)
By E.D. Williams, P.A.

I HEREBY APPROVE the form of the foregoing lease, this 23rd day of September, 1921.
S. J. Higgins, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Mayo Marking Machine Company and the City of San Diego, being Document No. 138230.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred H. Sick DEPUTY.

L E A S E.

THIS LEASE made and entered into this 6th day of September 1921, 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 hereinafter 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 less 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 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
FRED A. HEILBRON
HARRY K. WEITZEL
VIRGILIO BRUSCHI

(SEAL) ATTEST:
ALLEN H. WRIGHT,

City Clerk.
By Y. A. Jacques, Deputy

Members of the Common Council.

Lessor.

H. D. Allen

Lessee.

I hereby approve the form of the foregoing Lease, this 17th day of August, 1921.

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 between The City of San Diego and H. D. Allen, being Document No. 137589.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Fred W. Lick DEPUTY.

LEASE.

THIS INDENTURE OF LEASE, made and entered into this 20 day of September, 1921, 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 CITY, and Union Oil Company of California, a California Corporation, hereinafter designated LESSEE.

WITNESSETH:

WHEREAS, the State of California, by 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 May 1st, 1911, conveyed to the City of San Diego certain tide lands bordering and extending into the Bay of San Diego to be leased, subject to conditions and restrictions outlined in said Act, and subsequent amendments thereto, and

WHEREAS, LESSEE herein desires to lease a portion of said lands, more particularly hereinafter described, and the City is willing to lease unto said LESSEE such lands, subject to the restrictions and conditions hereincontained.

NOW, THEREFORE, for and in consideration of the sum of Fifty and No/100 (\$50.00) Dollars per month, payable monthly in advance in gold coin of the United States, to the CITY, at the office of the Harbor Master and Wharfinger of said CITY, or such other city official as the Common Council of said CITY may designate, the CITY does hereby lease and demise unto the LESSEE, for a term of twenty-five years ending September 1st, 1946, the following described pieces or parcels of land situate and bordering and extending into the Bay of San Diego and being a portion of the certain tide lands conveyed to the City of San Diego by the State of California by Act of the Legislature hereinbefore mentioned, more particularly described as follows:

FIRST: Beginning at a point on the U. S. Bulkhead line, as established in 1912, distant North 50° 50' West, 2834.44 feet from Bulkhead Station 110; thence North 38° 17' 40" East, 769.69 feet to a point; thence North 39° 18' 40" East, 585.30 feet to a point on the line of Mean High Tide; thence South 3° 12' 45" West, along the line of Mean High Tide, 16.97 feet to a point; thence South 39° 18' 40" West 571.50 feet to a point; thence South 38° 17' 40" West, 769.75 feet to a point on the said Bulkhead line; thence North 50° 50' West along the said Bulkhead line 10.0 feet to the point or place of beginning; also

SECOND: Beginning at a point on the U. S. Bulkhead line, as established in 1912, distant North 50° 50' West, 2676.11 feet from Bulkhead Station 110; thence West 1583.33 feet to a point on the U. S. Pierhead line; thence North 50° 50' West along the said Pierhead line, 300.0 feet to a point; thence North 39° 10' East, 50.0 feet to a point; thence South 50° 50' East, 203.05 feet to a point; thence East 1504.17 feet to a point on the said Bulkhead line; thence South 50° 50' East along the said Bulkhead line 158.33 feet to the point or place of beginning.

subject to the following restrictions, provisions and conditions:

(1) The said premises first hereinabove described shall be used for a right of way, under, over, along or across said portion of tide lands, upon which to construct, maintain, operate, renew, repair or remove pipe lines for the transportation of oil, gas, water and other substances; also telephone, telegraph, electric light and/or power lines, and also as a means of ingress and egress to and from the wharves or trestles to be constructed on the property second hereinabove described.

The said premises second hereinabove described shall be used for the maintenance and operation of wharves and trestles, or both, thereon. Said LESSEE shall have the right to construct and maintain upon, and remove from said premises, such wharves and trestles, and the right to construct, maintain and operate upon such wharves or trestles and remove therefrom pipe lines for the transportation of oil, water and gas and other substances, and lines for telephone, telegraph, light and/or power purposes; also such buildings, structures, appliances and appurtenances as may be necessary or convenient for the proper use and enjoyment of said wharves and trestles and for the loading and discharging of cargo upon or from vessels thereat. The right is also granted LESSEE to dock or cause to be docked vessels at such wharves or trestles for the purpose of loading or discharging cargo, subject to such regulations as are now in force or may be hereinafter prescribed by the proper authority of the City of San Diego, covering the dockage of vessels at wharves in the Bay of San Diego.

All buildings, pipe lines, telephone, telegraph, electric light or power lines or other structures, appliances or appurtenances erected upon said premises hereinabove described, shall be in accordance with the ordinances of the City of San Diego governing said construction and shall be erected under the supervision, and meet with the approval, of the Manager of Operation of said CITY.

(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 of the cost of maintaining the same. The said LESSEE, when required so to do by the CITY, shall remove at its own cost and expense from any such right of way so reserved for railroad purposes, any buildings, structures or materials which it may have erected or placed thereon; provided, however, that said LESSEE shall not be disturbed in the possession or use of said

premises or the location of its structures thereon or therein to any greater extent than is necessary in the construction and maintenance of such railroads.

(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, which will be necessitated by reason of filling done by said The City of San Diego.

(5) 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 said LESSEE of said tidelands, 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.

(6) In the event the LESSEE shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations 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 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.

(7) This lease is made upon the further express condition that twenty thousand dollars (\$20,000.00) shall be invested in wharves or trestles to be placed upon said premises, second described, and work upon said wharves or trestles shall be commenced within one year after the execution of this lease, and said work or construction of said wharves or trestles must be completed within one year thereafter.

(8) 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.

(9) The Common Council of said CITY and 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. It being further expressly understood that the Harbor Commission of said City reserves the right to change or modify the rental hereinabove provided.

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, by its proper officers, duly authorized, caused its corporate name to be subscribed and its corporate seal to be affixed, the day and year first hereinabove written.

(SEAL)

Attest:

Allen H. Wright
City Clerk

THE CITY OF SAN DIEGO,
By Rufus Choate
J. W. Sefton, Jr.

Members of the Harbor Commission of the City of San Diego.

UNION OIL COMPANY OF CALIFORNIA,
By E. W. Claw
Executive Vice President
By W. A. Rulsen
Assistant Secretary
LESSEE

I hereby approve the form of the foregoing lease, this 19th day of September, 1921.
S. J. HIGGINS, CITY Attorney
By Arthur F.H. Wright, Deputy.

Approved as to Form Oct 8 1921
Paul M. Trigg, Counsel

I hereby Certify that the above and foregoing is a full, true and correct copy of Lease between the City of San Diego and The Union Oil Company of California, being Document No. 138608.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

By Fred H. Sick 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 Seven thousand five hundred dollars (\$7500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of October, 1921.

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; 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; 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) ATTEST:

C. C. MAY, ASST. SECRETARY.

THE AETNA CASUALTY AND SURETY COMPANY SURETY.

BY FRANK A SALMONS
Resident Vice-President (SEAL)

ATTEST:

M. Sandin

Resident Assistant Secretary.

I hereby approve the form of the foregoing Undertaking, this 24th day of October, 1921.

S. J. HIGGINS, CITY ATTORNEY.

I hereby certify that the Common Council of The City of San Diego did by Resolution No. 26928, passed and adopted on the 24th day of October, 1921, require and fix the sum of \$7500.00 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.

(SEAL)

THIS AGREEMENT, made and entered into this 24th day of October, 1921, 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 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, 1921, to-wit, to and including June 30th 1922.

All of said work shall be done strictly in accordance with the plans and specifications contained in the modified report of the City Engineer of said City, being Document No. 137043, 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 \$5926.68, 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 \$493.89, until said sum of \$5926.68 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 \$23,706.75, 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 \$1975.57, until said sum of \$23,706.75 shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of \$23706.75 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 \$23,706.75.

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 \$5926.68), 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 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:
C. C. MAY, Asst. Secretary.

The CITY OF SAN DIEGO.
BY DON M. STEWART
Harry K. Weitzel
Fred A. Heilbron
Jno A. Held.
Virgilio Bruschi

(SEAL) ATTEST:
ALLEN H. WRIGHT,
City Clerk.
I hereby approve the form of the foregoing contract this 24th day of October, 1921.
S. J. HIGGINS,
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of UNDERTAKING AND AGREEMENT between SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY and THE CITY OF SAN DIEGO, CALIFORNIA, being Document No. 138578.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
BY Fred H. Sick DEPUTY.

A G R E E M E N T.

THIS AGREEMENT, made and entered into this 2nd day of November, 1921, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, acting by and through a majority of the members of the Common Council of said City thereunto duly authorized, party of the first part, and W. H. WELLS, of the City of San Diego, State of California, party of the second part, WITNESSETH:

That said party of the second part for and in consideration of the covenants on the part of the first party hereinafter contained, hereby covenants and agrees to purchase from the said first part, for a period of three years beginning with the first day of October, 1921, all garbage and swill collected by said first party within that portion of the City of San Diego lying south of the San Diego River and Mission Bay, and said second party agrees to pay said first party therefor the sum of one dollar and fifty cents (\$1.50) per ton, said garbage and swill to be delivered by said first party at the present unloading platform in Tecalote Valley north of Old Town, in said City.

Said second party further agrees to maintain in good condition a dirt road from the nearest paved street over which it shall be necessary for said first party to haul said garbage and swill to the point of delivery; said road shall be maintained in such a manner as to meet with the approval of the Manager of Operation of the City of San Diego.

Said first party hereby agrees to deliver to said second party all garbage and swill collected by it in that portion of The City of San Diego lying south of the San Diego River and Mission Bay, and agrees to accept therefor the sum of one dollar and fifty cents (\$1.50) per ton, for said garbage and swill so delivered at the present unloading platform in Tecalote Valley lying north of Old Town in said City.

It is understood and agreed by and between the parties hereto that payment for garbage and swill delivered by said first party to said second party shall be made in the manner following, to-wit:

On or before the tenth day of the month following the delivery of garbage and swill by said first party to said second party, said second party shall pay said first party, in United States Gold Coin, all moneys due said first party for such garbage and swill as shall have been delivered by said first party to said second party during the preceding month.

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 party of the second part has hereunto affixed his signature, 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 Don M. Stewart
Harry K. Weitzel
Fred A. Heilbron
Jno A. Held
Members of the Common Council.
Party of the First part.

W. H. WELLS
Party of the Second Part.
S. J. HIGGINS, City Attorney,
By Arthur F.H.Wright, Deputy.

I hereby approve the form of the foregoing Agreement, this 29th day of October, 1921.

State of California.)
County of Los Angeles.) SS
N. Landsberg, being first duly sworn, deposes and says;
That he is the owner of the following described real property situated in the State of California;

In Los Angeles County:	Westerly sixty (60) feet of Lot Sixteen (16) of Re-subdivision of Central part of Carr Tract in the City of Los Angeles,	
	Value \$50,000; encumbrance \$11,000; equity	\$39,000
330 E. 2nd St.,	Lot Thirty (30) of Woodward Tract in the City of Los Angeles,	
	Value \$1800; encumbrance \$6,000; equity	12,000
In San Bernardino County;	South-east quarter (S.E. $\frac{1}{4}$) of Section Thirty-three (33), Township Five (5) North, Range Five (5) West. Value \$8,000 Clear	8,000
In Imperial County;	Lot Twenty (20), in Block Fifty-one (51), in the City of Calencia, Clear	7,500
		<u>\$66,500</u>

N. LANDSBERG

Subscribed and sworn to before me this 14th day of October, 1921.
S. D. Weil
Notary Public in and for the County of Los Angeles, State of California.

State of California.)
County of Los Angeles) SS
M. Lustig, being first duly sworn, deposes and says; That he is the owner of the following described real property situated in the City of Los Angeles, County of Los Angeles, State of California;
Lot Twenty-five (25) Block "M" of the Knob Hill Tract, (Clear) \$12,000
Lot Nine (9) of V. Beaudry Subdivision of Block "U" of Mott Tract.
Value \$24,000, (Encumbrance \$4,000) equity 20,000
The southerly seventy (70) feet of Lots One (1) and Two (2)
Theodore S. Tract. Value \$25,000, (Encumbrance \$7,000) equity 18,000
\$50,000

M. LUSTIG
Subscribed and sworn to before me this 14th day of October, 1921.
S. D. Weil
Notary Public in and for the County of Los Angeles, State of California.
(SEAL)

I hereby approve the form of the within Bond, this 1st day of November, 1921.
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 2nd day of November, 1921.

SEAL ATTEST:
Allen H. Wright, City Clerk
By Y. A. Jacques, Deputy.
DON M. STEWART
HARRY K. WEITZEL
FRED A. HEILBRON
JNO A. HELD
Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS:
That we, W. H. Wells, of the City of San Diego, County of San Diego, and State of California, as Principal, and N. Landsberg, and M. Lustig, both of the City of Los Angeles, County of Los Angeles, 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 Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, to be paid to the City of San Diego, or its assigns, 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.
The consideration of the above obligation is such that if the above bounden principal W. H. Wells, his heirs, executors, administrators or assigns shall accept all of the garbage and swill delivered to him by the City of San Diego and make all of the payments therefor, and in all things stand to and abide by and well and truly keep and faithfully perform all of the covenants, conditions and agreements of that certain contract made and entered into by and between said principal, W. H. Wells and the City of San Diego, of even date herewith, then the above obligation is void, otherwise it shall be in full force.
In witness whereof the principal and sureties herein have caused this bond to be duly executed this 14 day of October, 1921.

W. H. WELLS
Principal.
N. Landsberg
M. Lustig
Sureties.

State of California.)
County of Los Angeles) SS
N. Landsberg and M. Lustig, the sureties whose names are subscribed to the above bond, being severally duly sworn, each for himself, deposes and says that he is a resident freeholder within the County of Los Angeles, State of California, and is worth the sum mentioned in said bond, to-wit; the sum of Ten Thousand Dollars (\$10,000.00) in fixed property and real estate, in said County over and above his just debts and liabilities, exclusive of property exempt from execution.

N. LANDSBERG
M. Lustig

Subscribed and sworn to before me this 14th day of October, 1921.
S. D. Weil
Notary public in and for the County of Los Angeles, State of California.
(SEAL)

State of California.)
County of Los Angeles) SS
On this 14th day of October, in the year nineteen hundred twenty-one A.D., before me S. D. Weil, A Notary Public in and for the said County of Los Angeles, State of California, residing therein duly commissioned and sworn, personally appeared N. Landsberg and M. Lustig, 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 in said county the day and year in this certificate first above written.

(SEAL) Notary Public in and for Los Angeles, County, State of California.
The foregoing bond is approved as to form this 1st day of Nov. 1921.
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 CONTRACT between W. H. Wells and The City of San Diego, California, being Document No. 138795.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
BY Fred H. Sick DEPUTY.

L E A S E

THIS LEASE, made this 10th day of November 1921, between J. D. & A. B. Spreckels Securities Co., lessor, and City of San Diego, lessee,

WITNESSETH, That the lessor hereby leases and lets to the lessee, and the lessee hereby rents of and takes from the lessor, the premises commonly known as 727 Third St. for the term of one year commencing on the 1st day of January 1922 and ending on the 31st day of December 1922, at and for the monthly rental of Forty Dollars (\$40.00) payable in advance on the first day of each calendar month. Premises are to be used as City Offices and for no other purpose.

PROVIDED, that the lessee shall at least thirty days before the date last above mentioned, give to the lessor a written notice of his intention to surrender the premises on that date; if such notice be not given, then the lessee shall be liable for the rent for one additional month as liquidated damages to said lessor.

It is mutually agreed that the letting and taking of said premises is upon the following terms and conditions:

1. That the lessee shall not assign this lease nor any rights thereunder, nor sublet the premises or any part thereof, without the written consent of the lessor.
2. That the premises are now in a tenantable and good condition; that they shall not be altered, repaired or changed without the written consent of the lessor, and that, unless otherwise provided by written agreement, all alterations, improvements, and changes that may be required shall be done either by or under the direction of the lessor, but at the cost of the lessee; that all alterations, additions, and improvements made in and to the premises shall, unless otherwise provided by written agreement, be the property of the lessor and shall remain upon and be surrendered with the premises; that all damage or injury done to the premises by the lessee, or by any person who may be in or upon the premises with the consent of the lessee, shall be paid for by the lessee; and that the lessee shall, at the termination of this lease, surrender the premises to the lessor in as good condition as reasonable and proper use thereof will permit.
3. That, if the building or the above described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable and cannot be rendered tenantable within sixty days from the day of injury, this lease may be terminated by the lessor; that, in case the premises are so damaged as not to require a termination of the lease as above provided, the lessee shall not pay the rent herein specified during the term that the premises are wholly unfit for occupancy.
4. That the leasing of said premises is subject to the rules printed on the next sheet of this lease.
5. That, in case of violation by the lessee of any of the terms and conditions of this lease, the lessor may either terminate this lease without notice and take possession of the premises, or may enter and possess the premises as the agent of the lessee and for its account.
6. That the lessee hereby waives all claims for damages that may be caused by the lessor in re-entering and taking possession of the premises as herein provided, and all claims for damages that may result from the destruction of or injury to the premises or buildings from any cause; and all claims for damages to or loss of such property belonging to the lessee as may be in or upon the premises.
7. That, in case the lessor prevails in any suit brought by it under the provisions of this lease, the lessee shall be liable to the lessor for the fees of its attorney in such suit in an amount not exceeding \$100, and the amount so allowed for fees shall be taxed as a part of the costs of such suit.
8. That the words "lessor" and "lessee", as used herein, include, apply to, and bind and benefit the heirs, executors, administrators, successors, and assigns of the lessor and lessee.

IN WITNESS WHEREOF, the lessor and lessee have hereunto set their names in duplicate the day and year first written.

J. D. & A. B. SPRECKELS SECURITIES COMPANY,
By J. Fred Traggarth, Agent.

(Seal) ATTEST:
Allen H. Wright,
City Clerk.

Harry K. Weitzel.
Don M. Stewart,
Fred A. Heilbron
Jno. A. Held.
Members of Common Council.

RULES AND REGULATIONS
STORES

1. The tenants shall use the halls, stairways and elevators, only as passage ways and means of passage to and from their respective offices.
2. The sash doors, sashes, windows, glass doors, lights and skylights that reflect or admit light into the halls or other places of the building, shall not be covered or obstructed. The water-closets and urinals shall not be used for any purposes other than those for which they were constructed, and no rubbish, newspapers or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water will not be allowed. Tenants shall not mark, drive nails, screw or drill into, paint, nor in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work. The expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by the tenant who has caused such breakage, stoppage or damage.
3. No sign, no advertisement, nor notice shall be inscribed, painted or affixed on or to any part of the outside or inside of the building, except it be of such color, size and style, and in such place upon or in the building as may be designated by the lessor.
4. Electric wiring of every kind shall be introduced and connected as directed by the lessor, and no boring nor cutting for wires will be allowed except with the consent of the lessor. The location of telephones, call boxes, etc., shall be prescribed by the lessor.
5. Tenants shall not do anything in the premises, nor bring nor keep any thing therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or to obstruct or to interfere with the rights of other tenants, or in any way to injure or annoy them, or which shall conflict with the regulations of the Fire Department or the fire laws, or with any insurance policy on the building or any part thereof, or with any rules or ordinances established by the Board of Health; and they shall not use any machinery therein which may cause any noise or jar, or tremor to the floors or walls, or which by its weight might injure the floors of the building.
6. The lessor shall prescribe the weight, size and position of all safes used in the building, and such safes shall in all cases stand on wood of such size as shall be designated by the lessor. All damage done to the building by putting in, or taking out, or maintaining a safe, shall be repaired at the expense of the tenant.
7. The lessor shall be in no wise responsible to the tenant for any damage done to the property of any tenant by reason of the fault or act of any other tenant or person. The premises shall not be used for gambling purposes or for sleeping or cooking purposes, or for the manufacture, sale of, or traffic in intoxicating liquor of any kind. Pipe for supplying gas must not be installed without the written consent of the lessor. Should a tenant desire

gas, application therefor must be made to the lessor, who will send necessary instructions to the Gas Company. The cost of installation of gas pipes and fixtures must be borne by the tenant, and all charges for gas must be paid by the lessee directly to the Gas Company. Said lessee not to use any kerosene, gasoline, benzine, or any form of light not provided for by the fixtures in said building.

8. The lessor shall have the right to enter the leased premises at all reasonable hours to examine the same or to make such repairs or alterations as shall be deemed necessary for the safety or preservation of the building, and also, at any time during the last month of any tenancy to exhibit the premises to be let, and to put upon them the usual notice, "To Let."

9. The requirements of tenants will be attended to only upon application at the office of the building.

I hereby approve the form of the foregoing Lease, this 7th day of November, 1921.

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 Contract with J.D. and A.B. Spreckels Securities Company and The City of San Diego, being Document No. 139033.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred W. Sick DEPUTY.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 12th day of November, 1921, 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 ALEC GORDON, of The City of San Diego, 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 situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911. Said lands herein leased to said Lessee are particularly described as follows, to-wit:

Beginning at the intersection of a line drawn parallel to and 7 feet north from the south line of K Street with a line drawn parallel to and 7 feet east from the West line of Fourth Street; thence south 0° 24' 50" EAST, on a line parallel to the west line of Fourth Street, a distance of 270.07 feet to a point; thence south 56° 54' 20" East, 141.50 feet to a point; thence south 43° 48' 40" West, 968.0 feet to the true point of beginning; thence from the true point of beginning, south 43° 48' 40" west, 90.0 feet to a point; thence north 46° 11' 20" West, 40.0 feet to a point; thence north 43° 48' 40" East, 90.0 feet to a point; thence south 46° 11' 20" East, 40.0 feet to the true point of beginning.

To have and to hold the said premises, and each and every part and parcel thereof, unto the said Lessee, for a term ending August 1st, 1925, at a rental of fifty dollars (\$50.00) per month, 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 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 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.

The Common Council of said City and the people of said City hereby reserve the right and privilege, by ordinance duly adopted, to terminate, annul, change or modify this lease in such manner as in their judgment may seem proper.

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

(1) That said premises shall be used for the construction thereon of such buildings as may be necessary and convenient for conducting the business of Naval Tailoring, and said lessee is hereby forbidden to conduct any business upon said premises other than that of maintaining thereon lockers, showers, Naval and civilian tailoring, cleaning and pressing, and to sell from the store thereon, the following naval supplies: shirts, collars, ties, hats, ratings, ensignias, socks, shoes, handkerchiefs, overalls, shoe laces, uniforms, civilian suits, caps and hats, and suitcases. 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 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.

(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, which will be necessitated by reason of filling done by said The City of San Diego.

(5) 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 him 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.

(6) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by 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 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 Lessee has set his hand hereto, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.
By Rufus Choate
J. W. Sefton, Jr.
Members of the Harbor Commission of The City of San Diego. Lessor.

(SEAL) ATTEST:
Allen H. Wright,
City Clerk.

ALEC GORDON, Lessee.
10th day of November, 1921.
S. J. HIGGINS, City Attorney,
By Arthur F.H.Wright.
Deputy City Attorney.

I hereby approve the form of the foregoing Lease, this

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between the City of San Diego and Alec Gordon, being Document No. 139071.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
BY *Fred H. Wick* DEPUTY.

LE A S E

THIS LEASE, made and entered into this 31st day of October 1921, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, and MRS. 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, 1921, to-wit, to and including the 13th day of September, 1922.

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 to the said 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 Don M. Stewart,
Harry K. Weitzel,
Fred A. Heilbron,
Jno. A. Held,
Virgilio Bruschi.
Members of the Common Council.
Party of the first part.

(SEAL) ATTEST:
ALLEN H. WRIGHT,
CITY CLERK.
By Y. A. Jacques, Deputy.

Mrs. S. B. Ames,
Party of the Second Part.
19th day of October, 1921.
S. J. HIGGINS, City Attorney,
By Arthur F.H.Wright,
Deputy City Attorney.

I hereby approve the form of the foregoing Lease, this

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

LEASE between The City of San Diego, and Mrs. S. B. Ames, being Document No. 138595.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred W. Sick DEPUTY.

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 1st day of November, 1921, 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 JACK HADLAND, J. A. HADLAND and ROBT. E. OLSEN, co-partners doing business under the firm name and style of Hadland-Olsen Company, 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 situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911.. Said lands herein leased to said Lessees are particularly described as follows:

Beginning at a point on the U. S. Bulkhead Line, as established in 1912, distant North 20° 11' 20" West 250.0 feet from the intersection of said bulkhead line with the north-westerly line of Juniper Street, produced southwesterly; thence south 69° 47' 40" west, 250 feet to a point; thence north 20° 11' 20" West, 50 feet to a point; thence North 69° 47' 40" East, 250 feet to a point on said bulkhead line; thence south 20° 11' 20" East, along said Bulkhead line a distance of 50 feet to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof, unto the said Lessees, for a term beginning October 27th, 1921, and ending April 4th, 1943, at a rental of five dollars (\$5.00) per month, 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 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 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 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 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 duly adopted, to terminate, 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 for the construction, erection and maintenance of a wharf, and for the construction of ways for the accomodation of the business of boat-building, and for the erection of such other structures as may be necessary or incidental to such purpose; all such buildings or other structures to be erected upon said premises shall be erected in accordance with the ordinances of The City of San Diego and shall meet with the approval of the Manager of Operation of said City, and of the Harbor Commission of said City.

(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 their 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 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.

(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 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.

(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, which will be necessitated by reason of filling done by said The City of San Diego.

(5) 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 lessees 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 Lessees.

(6) In the event the Lessees shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by 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 immediately to take possession of said property, and said Lessees shall forfeit all rights and claims thereunder and thereto, and said Lessees, in accepting this lease, hereby acknowledge the right of the 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 Harbor Commission of The City of San Diego have hereunto set their hands, as and for the act of said City, and the Lessees have caused their names to be subscribed hereto, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By Rufus Choate

M. A. Graham

J. W. Sefton Jr

Members of the Harbor Commission of the City of San Diego.

(SEAL) ATTEST:

ALLEN H. WRIGHT,

City Clerk.

By Y. A. Jacques, Deputy.

J. A. Hadland

Robert E. Olsen

Co-partners doing business under the firm name and style of Hadland-Olsen Company, Lessees.

I hereby approve the form of the foregoing lease, this 15th day of November, 1921.

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 between the City of San Diego and Hadland Olsen Company, being Document No. 139566

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY *Arthur F. H. Wright* DEPUTY.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 6th day of December, 1921, 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 JACK HADLAND, J. A. HADLAND AND ROBT. E. OLSEN, co-partners doing business under the firm name and style of Hadland-Olsen Company, 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 situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911. Said lands herein leased to said Lessees are particularly described as follows:

Lot 9, Block 1, Municipal Tide Lands Subdivision Tract No. 1, in said City, according to map thereof filed in the office of the City Clerk of said City, under Document No. 93116.

To have and to hold the said premises, and each and every part and parcel thereof, unto the said Lessees, for a term beginning on the 1st day of September, 1921 and ending April 4th, 1943, at a rental of twenty-five dollars (\$25.00) per month, 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 of The City of San Diego, 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 Lessees, in accepting this lease, acknowledge 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 Lessees have the right to sublet the leased premises or any part thereof without the consent of the Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City and the people of said City hereby reserve the right and privilege, by ordinance duly adopted, to terminate, annual, change or modify this lease in such manner as in their judgment may seem proper.

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

(1) That said premises shall be used for the construction thereon of ways for the accommodation of the business of boat-building and for the erection of such other structures as may be necessary or incidental to such purpose, including a machine shop for the repair of marine engines and cannery machines; all such buildings or other structures to be erected upon said premises shall be erected in accordance with the ordinances of The City of San Diego and shall meet with the approval of the Manager of Operation of said City, and of the Harbor Commission of said City.

(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 Lessees to remove at their own cost and expense from any such right of way so reserved for railroad purposes, any building 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.

(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 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.

(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, which will be necessitated by reason of filling done by said The City of San Diego.

(5) It is further stipulated and agreed that this lease is made upon the express condition that the said lessees will make such provision 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 lessees of said tide lands, 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.

(6) In the event the Lessees shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by 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 immediately to take possession of said property, and said Lessees shall forfeit all right and claims thereunder and thereto, and said Lessees, in accepting this lease, hereby acknowledge the right of the 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 stated.

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 Lessees have caused their names to be subscribed hereto, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By Rufus Choate

M. A. Graham

J. W. Sefton, Jr.

Members of the Harbor Commission of The City of San Diego.
Lessor.

(SEAL) ATTEST:

ALLEN H. WRIGHT,
City Clerk.

BY Y. A. JACQUES, DEPUTY.

J. A. Hadland
Robert E. Olsen
Co-partners doing business
under the firm name and style
of Hadland-Olsen Company.
Lessees.

I hereby approve the form of the foregoing Lease, this 29th day of November, 1921.

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 between The City of San Diego and Hadland-Olsen Company, being Document No. 139567.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Frederick W. Lick DEPUTY.

LEASE.

THIS LEASE, made this 30th day of November, 1921, 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. 8510 of the ordinances of The City of San Diego, authorizing the execution of this lease, and D. W. RANNELLS, JR., hereinafter designated as the Lessee, WITNESSETH:

That the said City, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the said lessee, to be paid, kept and performed, 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:

A strip of land 100 feet by 200 feet in Pueblo Lot 1311 of the Pueblo Lands of San Diego, California, described as follows:

Beginning at a point which bears North 43 degrees 55 minutes East, 163.27 feet from Engineer's Station No. 21 plus 57.78, located on the center line of Roosevelt Memorial Drive, as shown upon Plan No. 761-L on file in the City Engineer's Office; thence North 26 degrees 48 minutes 30 seconds East, a distance of 200 feet; thence North 63 degrees 11 minutes 30 seconds West a distance of 100 feet; thence South 26 degrees 48 minutes 30 seconds West, a distance of 200 feet; thence South 63 degrees, 11 minutes 30 seconds East, a distance of 100 feet to the point or place of beginning,

for a term beginning with the 24th day of October, 1921, and ending with the 31st day of December, 1922, and it is agreed between the parties hereto, that said lessee shall have the privilege of renewing this lease for four years after said 31st day of December, 1922.

To have and to hold the said demised premises unto the said lessee for his sole and proper use and benefit, for and during the term aforesaid, together with all the tenements and hereditaments thereunto appertaining.

It is agreed by the said Lessee that he will pay, as rental for said premises, the sum of five dollars (\$5.00) per month from the date of the execution of this lease to and until the 1st day of July, 1922, and thereafter and to and until the 31st day of December, 1922, the said Lessee will pay the sum of ten Dollars (\$10.00) per month. And it is also agreed by said Lessee that should said lessee desire to renew this lease for a further period of four years, the rental for said period shall be determined by the Manager of Operation each year of said term, said rental to be based upon the volume of business transacted by said lessee.

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.

Said lessee further covenants and promises and agrees to use and maintain said property for the conducting thereon of an oil station, and it is agreed that if said premises are used for any purpose other than those herein specified, or if 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 Don M. Stewart

Harry K. Weitzel

Fred A. Heilbron

Jno A. Held

Virgilio Bruschi

Members of the Common Council.

(SEAL) Attest;
Allen H. Wright,
City Clerk.

D. W. Rannell Jr.
Lessee.

I hereby approve the form of the foregoing Lease, this 30th day of November, 1921.

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 between THE CITY OF SAN DIEGO and D. W. RANNELLS JR. being Document No. 139348.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY *Fred A. Heilbron* DEPUTY.

LEASE

THIS INDENTURE, made this 14th day of December, 1921, 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. 8520 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, 1921, at a yearly rental of Thirty Dollars (\$30.00), payable annually in advance.

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.

Said Lessee further covenants and promises and agrees to use and maintain said property for grazing and pasturage purposes only; and it is agreed that if said premises are used for any purpose other than those herein specified, or if 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 Don M. Stewart

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.

G. H. Lewis, Lessee.

I hereby approve the form of the foregoing Lease, this 29th day of November, 1921.

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 between THE CITY OF SAN DIEGO and G. H. LEWIS, being Document No. 139335.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY *Fred A. Heilbron* DEPUTY.

AGREEMENT OF LEASE.

THIS AGREEMENT, made and entered into this 3rd day of January, 1922, 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 The 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, 1922, to and including the 31st day of December, 1922, 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 for grazing purposes only and for no other purpose 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, damage 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 has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

BY DON M. STEWART

HARRY K. WEITZEL

FRED A. HEILBRON

JNO A. HELD

VIRGILIO BRUSCHI

Members of the Common Council.
Lessor.

E. T. Lockyer

Lessee.

I hereby approve the form of the foregoing Lease, this 16th day of November, 1921.

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 AGREEMENT OF LEASE between THE CITY OF SAN DIEGO and E. T. LOCKYER, being Document No. 140001.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Fred K. Sick DEPUTY.

L E A S E.

THIS INDENTURE OF LEASE, Made this 9th day of January, 1922, 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 authority conferred by Ordinance No. 8521 of the ordinances of The City of San Diego, authorizing the execution of this lease, also Ordinance No. 8549, of the ordinances of said City, amending said Ordinance No. 8521, and AMELIA BAKER, GRACE B. DIFFENDORF and DANIEL BAKER, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessees, 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 those certain Pueblo Lands situate in the County of San Diego, State of California, known and numbered as follows:

All that certain portion of Pueblo Lots 1314, 1315, 1316, 1317, 1318, 1319, 1321, 1322, 1327, and 1351, as shown on the plat attached hereto, marked 184-D and made a part hereof, containing 710.19 acres, said lands being those lands included within lines marked in red on said plat;

Also, that portion of Pueblo Lot 1336 particularly described as follows:

Beginning at the northeast corner of said Pueblo Lot 1336; thence north 89 degrees 42 minutes 40 seconds west, along the north line of said Pueblo Lot 1336, a distance of 1330 feet to a point; thence south 38 degrees 43 minutes 10 seconds east, 552.36 feet to a point; thence south 7 degrees 27 minutes west, 551.97 feet to a point; thence south 26 degrees 02 minutes 40 seconds east 613.55 feet to a point; thence south 85 degrees 05 minutes 50 seconds east, 368.05 feet to a point; thence south 55 degrees 55 minutes 30 seconds east, 492.09 feet to a point on the east line of said Pueblo Lot 1336; thence north along the said east line of Pueblo Lot 1336 a distance of 1830 feet to the point or place of beginning, containing 36.14 acres, as shown on the plat attached hereto, marked 581-B and made a part hereof, and being those lands included within the lines marked in red on said plat, for a term beginning on the date of the execution of this lease and ending on the 31st day of December, 1922, at a rental of five hundred and twenty dollars (\$520.00) for said term, payable in advance.

And said Lessees do 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 Lessees will peaceably and quietly surrender the possession of said premises, together with all improvements of any kind or character now or hereafter situated or placed on any of said land, to The City of San Diego, in as good state and condition as reasonable use thereof will permit.

Said Lessees further covenant and agree that they will neither construct or remove any fences from said lands without the consent of the Manager of Operation of said The City of San Diego.

Said Lessees further covenant and agree that they will not assign their interest in said lease or in the lands hereby leased, and that they will not sublet the same without

the consent of the Common Council of said City, in writing, having first been obtained.
Said Lessees further covenant and agree to use and maintain the property first hereinabove described, and designated on attached plat marked 184-D, for pasturage purposes only, and covenant and agree to use the property last hereinabove described and designated on the attached plat marked 581-B, for pasturage and agricultural purposes only. In the event that said lessees attempt to use said lands for any other purpose then and in that event this lease shall immediately terminate and expire.

And said City does hereby covenant, promise and agree that said Lessees, 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 Lessees have hereunto affixed their signatures, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By Virgilio Bruschi,
Jno A. Held
Fred A. Heilbron
Harry K. Weitzel
Don M. Stewart
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By Y. A. Jacques, Deputy.

Amelia B. Baker
Grace B. Diffendorf
Daniel A. Baker
Lessees.

I hereby approve the form of the foregoing Lease, this 5th day of January, 1922.
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 between THE CITY OF SAN DIEGO and AMELIA B. BAKER, GRACE B. DIFFENDORF AND DANIEL A. BAKER, being Document No. 140036.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred H. Sick DEPUTY.

L E A S E

THIS LEASE, made this 14th day of December, 1921, 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. 8519 of the Ordinances of The City of San Diego, authorizing the execution of this lease, and WILLIAM DILLON, of The City of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the said lessee, to be paid, kept and performed, 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:

Beginning at the northeasterly corner of Pueblo Lot 1329; thence south 74 degrees 59 minutes 30 seconds west, 1487.20 feet to fence line; thence south 63 degrees 57 minutes 30 seconds east, 32.18 feet to a point; thence south 59 degrees 54 minutes east, 46.27 feet to a point; thence south 81 degrees 03 minutes 30 seconds, east, 46.05 feet to a point; thence south 87 degrees 00 minutes 30 seconds east, 71.88 feet to a point; thence south 84 degrees 47 minutes 30 seconds east, 58.66 feet to a point; thence south 72 degrees 13 minutes 30 seconds east, 47.66 feet to a point; thence south 51 degrees 03 minutes east, 59.10 feet to a point; thence south 45 degrees 06 minutes east, 121.97 feet to a point; thence south 47 degrees 18 minutes east, 201.78 feet to a point; thence north 76 degrees 10 minutes east, 1037.6 feet to a point on the easterly line of said Pueblo Lot 1329; thence northerly along the easterly line of said Pueblo Lot 1329 to the point or place of beginning, excepting therefrom that portion of the above described tract included within the Atchison, Topeka & Santa Fe Railroad Company's right of way.

Also, Beginning at a point on the easterly line of said Pueblo Lot 1329, distant 220 feet northerly from the southwesterly corner of Pueblo Lot 1359; thence North 15 degrees 00 minutes west, along the easterly line of said Pueblo Lot 1329, a distance of 1374.00 feet to a point; thence south 35 degrees 30 minutes 30 seconds west, 497.72 feet to a point; thence south 76 degrees 28 minutes 50 seconds west, 210.57 feet to a point; thence south 15 degrees 34 minutes east, 335.08 feet to a point; thence south 4 degrees 35 minutes 20 seconds west, 396.82 feet to a point; thence south 62 degrees 48 minutes 10 seconds east, 560.06 feet to a point; thence north 70 degrees 52 minutes 50 seconds east, 309.98 feet to the point or place of beginning, containing 15.90 acres; for a term ending August 1st, 1922.

To have and to hold the same demised premises unto the said lessee for his sole and proper use and benefit, for and during the term aforesaid, together with all the tenements and hereditaments thereunto appertaining.

In consideration whereof the said lessee hereby covenants and agrees to and with the said City that he will occupy, till and in all respects cultivate the premises above mentioned, during the term aforesaid, in a farmer-like manner, and in the manner and according to the usual course of farming practiced in the neighborhood; that he will not commit any waste or damage, nor suffer any to be done; that he will, at his own cost and expense, keep the fences on said premises in good repair, reasonable wear thereof and damages by the elements excepted; and that he will deliver to the said City, or to its order, one equal fourth part of all the proceeds and crops produced on said premises, of every name, kind, and description, to be divided on the said premises, in stack and sack, according to the usual course and custom of making such divisions in the neighborhood, and in a reasonable time after such crop shall have been gathered and harvested.

It is further understood and agreed between the aforesaid parties that the said lessee shall find and furnish all seed or seeds necessary to be sown on said premises, and that said lessee is to do, or cause to be done, all necessary work or labor in and about the cultivation of the said premises; that said lessee is to have full permission to till and cultivate said premises, so far as the same may be done without injury to the reversion, and that said lessee is to give up and yield peaceable possession of the said premises, together with all fences and improvements of any kind or character situated on said land, to said City, at the expiration of said term.

Said lessee shall furnish on said premises, at the proper time, and upon demand from the said City, sacks sufficient to hold all grain belonging to said City under the terms

of this agreement.

It is further understood that all the provisions hereof shall extend to and include the executors and administrators of said lessee.

It is understood and agreed by and between the parties hereto that said lessee has no right or authority to assign his interest in this agreement or any lands hereby leased, or to sublet the same without the consent in writing of said City first had and obtained.

IN WITNESS WHEREOF, the said City has caused this agreement to be executed by a majority of the members of its Common Council thereunto duly authorized, and said Lessee has hereunto set his hand, this 14th day of December, 1921.

THE CITY OF SAN DIEGO.

By Don M. Stewart
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

William Dillow,

Lessee.

I hereby approve the form of the foregoing Lease, this 2nd day of November, 1921.

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 between THE CITY OF SAN DIEGO and WILLIAM DILLOW, being Document No. 139333.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Fred H. Sick DEPUTY.

L E A S E.

THIS INDENTURE, made this 6th day of March, 1922, 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 conferred by Ordinance No. 8601 of the ordinances of the City of San Diego, authorizing the execution of this lease, and R. G. BUTLER, 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 Thirteen Hundred and sixty (1360) of the Pueblo Lands of The City of San Diego, containing forty-four acres more or less, for a term of one year commencing January 1st, 1922, at a yearly rental of Fifteen Dollars (\$15.00), payable 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 and grazing 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 Y. A. JACQUES, Deputy.

BY Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel

Members of the Common Council.

Lessor.

R. G. Butler,

Lessee.

I hereby approve the form of the foregoing Lease, this 2nd day of February, 1922.

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 between the City of San Diego and R. G. Butler, being Document No. 140559.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Fred H. Sick 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 Three hundred (300) 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 22nd day of March, 1922.

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 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, RESIDENT VICE-PRESIDENT
ATTEST: M. SANDIN, RESIDENT ASSISTANT SECRETARY

I hereby approve the form of the foregoing Undertaking, this 22nd day of March, 1922.
S. J. Higgins,
City Attorney of the City of San Diego California.

By F. McCleneghan, Deputy City Attorney.

I hereby certify that the common Council of the City of San Diego, did by Resolution No. 27436, passed and adopted on the 20th day of March, 1922, require and fix the sum of \$300.00 as the penal sum of the foregoing undertaking.

(SEAL)

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California, and Ex-officio
Clerk of the Common Council of said City of San Diego.

THIS AGREEMENT, made and entered into this 27th day of March, 1922, 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 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 two years from and after the 23rd day of December, 1921, to-wit, to and including the 23rd day of December, 1923.

All of said work shall be done in accordance with the plans and specifications therefor contained in the report of the City Engineer of said City being Document No. 138997, 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 ~~two hundred thirty-seven and 60/100~~ ^{five hundred ninety-four} dollars ~~(237.60)~~ 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 ~~nine and 90/100~~ ^{twenty-four and 75/100} dollars ~~(9.90)~~, until said sum of ~~237.60~~ ^{594.00} 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 ~~nine hundred fifty and 40/100~~ ^{five hundred ninety-four} dollars ~~(950.40)~~ 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 "Park Avenue Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of ~~forty-nine and 60/100~~ ^{twenty-four and 75/100} dollars ~~(49.50)~~, until said sum of ~~950.40~~ ^{594.00} shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of ~~950.40~~ 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 ~~950.40~~ ^{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 (other than the said sum of ~~237.60~~ ^{594.00}), 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, 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
Don M. Stewart
Harry K. Weitzel.
Members of the Common Council.

SEAL ATTEST:
ALLEN H. WRIGHT,
City Clerk.

I hereby approve the form of the foregoing contract, this 22nd day of March, 1922.
S. J. Higgins, City Attorney,
By F. McCleneghan, 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, and the San Diego Consolidated Gas & Electric Company, being Document No. 141607.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred K. Lick 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 thirty-five dollars (\$635.00), 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 22nd day of March, 1922.

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 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 intersections 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;" 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:

M. SANDIN, Resident Assistant Secretary.

I hereby approve the form of the foregoing Undertaking this 22nd day of March, 1922.

S. J. HIGGINS, CITY ATTORNEY.

BY F. MCCLLENAGHAN, DEPUTY CITY ATTORNEY.

I Hereby certify that the Common Council of The City of San Diego did by Resolution No. 27437, passed and adopted on the 20th day of March, 1922, require and fix the sum of \$635.00 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.

(SEAL)

THIS AGREEMENT, made and entered into this 27th day of March, 1922, 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:

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, 1921, to-wit, to and including the 30th day of November, 1923.

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. 137890, 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 \$507.84 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 \$21.16, until said sum of \$507.84 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 \$2031.36 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 \$84.64, until said sum of \$2031.36 shall have been fully paid.

And it is further mutually agreed that no part or portion of said sum of \$2031.36 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 \$2031.36.

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said Act of the Legislature), will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work (other than the said sum of \$507.84), 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 AND 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
Don M. Stewart
Harry K. Weitzel.

(SEAL) ATTEST:
Allen H. Wright,
City Clerk.

Members of the Common Council.

I hereby approve the form of the foregoing contract this 22nd day of March, 1922.

S. J. HIGGINS, City Attorney.

By F. McCleneghan, 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 and the SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, being Document No. 141608.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred K. Sick DEPUTY.

A G R E E M E N T.

THIS AGREEMENT, made and entered into in duplicate, at The City of San Diego, County of San Diego, State of California, this 3rd day of April, 1922, 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 UNITED DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, 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 the dredging of a channel one hundred and fifty feet in width at the bottom and to a depth of minus fourteen, between the Pierhead line and a line approximately six hundred and fifty feet inshore from the Pierhead line, at the site of the old wharf formerly known as the Pacific Steamship Wharf, said site being included between parallel lines eleven hundred feet apart at right angles to the Pierhead line, the more westerly of said parallel lines intersecting the pierhead line at a point distant two thousand nine hundred and seventy-five feet southerly from Pierhead Station 205; the dredged material to be deposited behind the bulkhead wall between the wharves of the Western Lumber Company and the Russ Lumber & Mill Company.

It is agreed that all of said work shall be done in accordance with the plans and specifications contained in Document No. 141228 on file in the office of the City Clerk of said City.

Said Contractor 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 of dredging and filling and to furnish all labor, materials and equipment necessary or incidental thereto, and to perform all dredging and place all such dredged matter as specified in this contract, at and for the sum of five thousand dollars (\$5000.00).

Said contractor agrees to commence said work within not to exceed thirty (30) days from the execution of this agreement, and to prosecute the same diligently and with sufficient force of men and equipment so that said work shall be fully completed on the forty-fifth day after the execution of this agreement.

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 five thousand dollars (\$5000.00) for all the said work when completed pursuant to the terms of said contract. Said sum shall be paid in the manner following, to wit:

The Harbor Master shall, upon the first and fifteenth days of each month during which labor is performed by said Contractor under this agreement, make an estimate of the amount of work properly performed and completed and in such condition as to be accepted by the said City, and upon such estimate being made and reported to the Auditing Committee, seventy-five per cent (75%) of the amount so estimated by the Harbor Master to be completed, shall be paid, and twenty-five percent (25%) of the whole estimate on all work performed shall remain unpaid until thirty days from the time that the Harbor Master 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 unpaid shall be paid to said contractor.

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 improvement, 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 bulkhead necessary to retain the material dredged will be built by the City, provided, however, that any leaks developing in the bulkhead walls constructed or to be constructed by said City, shall be immediately stopped and repaired by the Contractor.

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 material 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 Master, 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 Master, and when required shall mark or buoy such obstruction until the same are removed.

Should it refuse, neglect, or delay compliance with the above requirement, such obstruction may be removed by the Harbor Master, 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.

By Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel

Majority of the Members of the
Common Council.

SEAL ATTEST:

ALLEN H. WRIGHT
City Clerk.

UNITED DREDGING COMPANY,

By C. F. Guthridge

V. President

(SEAL)

ATTEST:

Geo. G. Daneri

I hereby approve the form of the foregoing Contract, this 29th day of March, 1922.

S. J. HIGGINS, City Attorney,

By Arthur F. H. Wright

Deputy City Attorney.

KNOW ALL MEN BY THESE PRESENTS: That we, UNITED DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as principal, and FIDELITY & DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of twenty-five hundred dollars (\$2500.00), 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 30 day of March, A. D. 1922.

The condition of the above obligation is such that whereas, the above bounden principal, United Dredging Company, a corporation, is about to enter into the annexed contract with The City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all labor, tools, appliances, equipment and plant, and any other expenses necessary or incidental to the performance of the work of dredging a channel one hundred and fifty feet in width at the bottom and to a depth of minus fourteen, between the Pierhead line and a line approximately six hundred and fifty feet inshore from the Pierhead line, at the site of the old wharf formerly known as the Pacific Steamship Wharf, said site being included between parallel lines eleven hundred feet apart at right angles to the Pierhead line, the more westerly of said parallel lines intersecting the Pierhead line at a point distant two thousand nine hundred and seventy-five feet southerly from Pierhead Station 205; the dredged material to be deposited behind the bulkhead wall between the wharves of the Western Lumber Company and the Russ Lumber & Mill Company.

AND WHEREAS, the aforesaid penal sum of twenty-five hundred dollars (\$2500.00), (being not less than one-half of the total amount payable by the terms of said contract), is intended and is hereby made to inure to and for the 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 such claim shall be filed as required by Act No. 2895a of the Legislature of the State of California, entitled, "An Act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919.

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 proper officers, thereunto duly authorized, the day and year hereinabove written.

ATTEST:
GEO. G. DANERI

UNITED DREDGING COMPANY
By C. F. Guthridge, V. President (Seal)
Principal.

FIDELITY & DEPOSIT COMPANY OF MARYLAND
By W. M. Walker
Attorney-in-Fact.
surety. (SEAL)

Attest:
C. M. Evarts, Agent.
STATE OF CALIFORNIA,)
) SS.
County of Los Angeles,)

On this 30th day of March 1922, before me, I. C. Swain, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared W. M. Walker and C. M. Evarts known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) I hereby approve the form of the within Bond, this 31st day of March, 1922.
I. C. SWAIN
Notary Public in and for the State of California,
County of Los Angeles.

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 3rd day of April, 1922.

VIRGILIO BRUSCHI
JNO A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

SEAL ATTEST:

Allen H. Wright, City Clerk

KNOW ALL MEN BY THESE PRESENTS: That we, UNITED DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as principal, and FIDELITY & DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of twelve hundred fifty dollars (\$1250.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30 day of March, A. D. 1922.

The condition of the above obligation is such that whereas, the above bounden principal, United Dredging Company, a corporation, is about to enter into the annexed contract with The City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all labor, tools, appliances, equipment and plant, and any other expenses necessary or incidental to the performance of the work of dredging a channel one hundred and fifty feet in width at the bottom and to a depth of minus fourteen, between the Pierhead line and a line approximately six hundred and fifty feet inshore from the Pierhead line, at the site of the old wharf formerly known as the Pacific Steamship Wharf, said site being included between parallel lines eleven hundred feet apart at right angles to the Pierhead line, at a point distant two thousand nine hundred and seventy-five feet southerly from Pierhead Station 205; the dredged material to be deposited behind the bulkhead wall between the wharves of the Western Lumber Company and the Russ Lumber & Mill Company.

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.

UNITED DREDGING COMPANY
BY C. F. Guthridge, V. President
Principal. (SEAL)

ATTEST:
Geo. G. Daneri

FIDELITY & DEPOSIT COMPANY OF MARYLAND
By W. M. Walker, Attorney-in-Fact.
Surety. (SEAL)

ATTEST:
C. M. Evarts, Agent.
State of California,)
) ss
County of Los Angeles)

On this 30th day of March 1922, before me, I. C. Swain, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared W. M. Walker and C. M. Evarts known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.
(SEAL)

I. C. SWAIN,
Notary Public in and for the State of California,
County of Los Angeles.

I hereby approve the form of the within Bond, this 31st day of March, 1922.

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 3rd day of April 1922.

VIRGILIO BRUSCHI
JNO A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL

(SEAL) ATTEST:
Allen H. Wright,
City Clerk.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT between the United Dredging Company and The City of San Diego, being Document No. 141774.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Fred H. Sick DEPUTY.

A G R E E M E N T.

THIS AGREEMENT, made and entered into in duplicate, at The City of San Diego, County of San Diego, State of California, this 3rd day of April, 1922, 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 UNITED DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, 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 the dredging of 150,000 cubic yards, more or less, of the material from the bottom of the Bay of San Diego, between the Bulkhead line and the Pierhead line, such material to be taken from a channel varying from 150 feet to 200 feet in width at bottom and excavated to a depth of minus 13, said channel to extend northerly from the end of the existing bulkhead wall on the prolongation of Date Street; the dredged material to be deposited inshore from the Bulkhead line and north of Laurel Street.

It is agreed that all of said work shall be done in accordance with the plans and specifications contained in Document No. 141230 on file in the office of the City Clerk of said City.

Said Contractor hereby agrees to 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 of dredging and filling, and to furnish all labor, materials and equipment necessary or incidental thereto, and to perform all dredging and place all dredged matter as specified in this contract, at and for the sum of twenty cents (20¢) per cubic yard for the material so dredged.

Said Contractor agrees that in computing the amount of material so dredged and placed, it will abide by the measurements and estimates of the Harbor Master of The City of San Diego, and will accept as correct the estimates which shall be furnished by said Harbor Master.

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 said work shall be fully completed on the thirtieth day after 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 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 twenty cents (20¢) per cubic yard for material removed and deposited under and in compliance with the terms of this agreement. Said sum shall be paid in the manner following, to-wit:

The Harbor Master shall, upon the first and fifteenth days of each month during which labor is performed by said Contractor under this agreement, make an estimate of the amount of work properly performed and completed and in such condition as to be accepted by the said City, and upon such estimate being made and reported to the Auditing Committee, of said City, seventy-five per cent. (75%) of the amount so estimated by the Harbor Master to be completed shall be paid, and twenty-five per cent (25%) of the whole estimate on all work performed shall remain unpaid until thirty days from the time that the Harbor Master 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 unpaid shall be paid to said Contractor.

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 improvement 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 Master 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 Master, 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 Master, 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 Master, 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.

By Virgilio Bruschi
Jno A. Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel
Majority of the Members of the
Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT,
City Clerk.

UNITED DREDGING COMPANY, (SEAL)
By C. F. Guthridge,
V. President

ATTEST:
GEO. G. DANERI

I hereby approve the form of the foregoing Contract, this 31st day of March, 1922.

S. J. HIGGINS, City Attorney.
By Arthur F. H. Wright,
Deputy City Attorney.

KNOW ALL MEN BY THESE PRESENTS: That we, UNITED DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as Principal and FIDELITY & DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto 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 fifteen thousand dollars (\$15,000.00), 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 30 day of March, A. D. 1922.

The condition of the above obligation is such that whereas, the above bounden principal, United Dredging Company, a corporation, is about to enter into the annexed contract with The City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all labor, tools, appliances, equipment and plant, and any other expenses necessary or incidental to the performance of the work of dredging 150,000 cubic yards, more or less, of the material from the bottom of the Bay of San Diego, between the Bulkhead Line and the Pierhead Line, such material to be taken from a channel varying from 150 feet to 200 feet in width at bottom and excavated to a depth of minus 13, said channel to extend northerly from the end of the existing bulkhead wall on the prolongation of Date Street; the dredged material to be deposited in-shore from the Bulkhead line and north of Laurel Street.

AND WHEREAS, the aforesaid penal sum of fifteen thousand dollars (\$15,000.00), (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 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 such claim shall be filed as required by Act No. 2895a of the Legislature of the State of California, entitled, "An Act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919.

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.

UNITED DREDGING COMPANY (SEAL)
By C. F. Guthridge,
V. President, Principal

ATTEST:
Geo. G. Daneri

FIDELITY & DEPOSIT COMPANY OF MARYLAND, Surety.
By W. M. Walker
Attorney-in-fact.

ATTEST:
C. M. Evarts, Agent.
STATE OF CALIFORNIA)
\$33
County of Los Angeles)

(SEAL)

On this 30th day of March 1922, before me, I. C. Swain, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared W. M. Walker and C. M. Evarts known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) I. C. SWAIN,
Notary Public in and for the State of California,
County of Los Angeles

I hereby approve the form of the within Bond, this 31st day of March, 1922.

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 3rd day of April, 1922.

Virgilio Bruschi
Jno A. Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright, City Clerk.

KNOW ALL MEN BY THESE PRESENTS: That we, UNITED DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as principal, and FIDELITY & DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of seven thousand five hundred dollars (\$7500.00), 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 and dated by us this 30 day of March A. D. 1922.

The condition of the above obligation is such that whereas, the above bounden principal, United Dredging Company, a corporation, is about to enter into the annexed contract with The City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all labor, tools, appliances, equipment and plant, and any other expenses necessary or incidental to the performance of the work of dredging 150,000 cubic yards, more or less, of the material from the bottom of the Bay of San Diego, between the Bulkhead Line and the Pierhead Line, such material to be taken from a channel varying from 150 feet to 200 feet in width at bottom and excavated to a depth of minus 13, said channel to extend northerly from the end of the existing bulkhead wall on the prolongation of Date Street; the dredged material to be deposited inshore from the Bulkhead line and north of Laurel Street.

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.

UNITED DREDGING COMPANY

Principal.

(SEAL)

By C. F. Guthridge,
V. President

ATTEST:

GEO. G. DANERI

FIDELITY & DEPOSIT COMPANY OF MARYLAND

Surety.

By W. M. Walker

Attorney-in-fact.

(SEAL)

ATTEST:

C.M. EVARTS, agent.

STATE OF CALIFORNIA,)

) ss.

County of Los Angeles)

On this 30th day of March 1922, before me, I. C. Swain, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared W. M. Walker and C. M. Everts known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and Acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.

I. C. SWAIN,

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

(SEAL)

I hereby approve the form of the within Bond, this 31st day of March 1922.

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 3rd day of April, 1922.

Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel.

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 AGREEMENT between UNITED DREDGING COMPANY and THE CITY OF SAN DIEGO, being Document No. 141775.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Fred W. Sick DEPUTY.

A G R E E M E N T.

THIS AGREEMENT, made and entered into in duplicate, at The City of San Diego, County of San Diego, State of California, this 3rd day of April, 1922, 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 UNITED DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, 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 the work of removing piles in the vicinity of the old wharf formerly known as the Pacific Steamship Wharf, in the Bay of San Diego, lying between the Pierhead line and a line approximately 650 feet inshore from the Pierhead line, and between parallel lines 1100 feet apart at right angles to said pierhead line, the more westerly of said parallel lines intersecting the Pierhead line at a point distant 2975 feet southeasterly from Pierhead Station 205.

It is agreed that all of said work shall be done in accordance with the plans and

specifications therefor contained in Document No. 141229 on file in the office of the City Clerk of said City.

Said Contractor 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 to furnish all labor, materials and equipment necessary or incidental thereto, at and for the sum of twenty-five hundred dollars (\$2500.00).

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 said work shall be fully completed on the thirtieth day after the execution of this agreement.

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 twenty-five hundred dollars (\$2500.00) for all the work done in pursuance of said contract. Said sum shall be paid in the manner following, to-wit:

The Harbor Master shall, upon the first and fifteenth days of each month during which labor is performed by said Contractor under this agreement, make an estimate of the amount of work properly performed and completed and in such condition as to be accepted by the said City, and upon such estimate being made and reported to the Auditing Committee, seventy-five percent (75%) of the amount so estimated by the Harbor Master to be completed, shall be paid, and twenty-five per cent (25%) of the whole estimate on all work performed shall remain unpaid until thirty days from the time that the Harbor Master 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 unpaid shall be paid to said contractor.

Said Contractor further agrees that in the performance of the work in this contract specified, it will fully protect all work, labor, structures and improvements now completed or in process of completion, located and situated near or adjacent to the areas described in this agreement, 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 by the Common Council of said City of the work herein agreed to be performed, the Contractor will repair and replace such damage at its 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 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 subcontractor 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 subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours in violation of the provisions of 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 Master may deem necessary for the proper observation of operations of said Contractor. 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 Master, 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 Master, 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 Master 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 thereto.

THE CITY OF SAN DIEGO.

BY Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel.

Majority of the Members of the
Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT,
City Clerk.

UNITED DREDGING COMPANY,

By C. F. Guthridge,

(SEAL)

ATTEST:

GEO. G. DANERI

V. President.

I hereby approve the form of the foregoing Agreement, this 31st day of March, 1922.

S. J. HIGGINS, City Attorney,
By Arthur F. H. Wright,
Deputy City Attorney.

KNOW ALL MEN BY THESE PRESENTS: That we, UNITED DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as principal, and FIDELITY & DEPOSIT CO. OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto 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 twelve hundred and fifty dollars (\$1250.00), 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 30 day of March, A. D. 1922.

The condition of the above obligation is such that whereas the above bounden principal, United Dredging Company, a corporation, is about to enter into the annexed contract with The City of San Diego, a municipal corporation, in the County of San Diego, State of California, to furnish all labor, tools, appliances, equipment and plant, and any other expenses necessary or incidental to the performance of the work of removing the piles in the vicinity of the old wharf formerly known as the Pacific Steamship Wharf, in the Bay of San Diego, lying between the pierhead line and a line approximately 650 feet inshore from the pierhead line, and between parallel lines 1100 feet apart at right angles to said Pierhead line, the more westerly of said parallel lines intersecting the Pierhead line at a point distant 2975 feet southeasterly from Pierhead Station 205.

Whereas the aforesaid penal sum of twelve hundred fifty dollars (\$1250.00) (being not less than onehalf 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 such claim shall be filed as required by Act No. 2895a of the Legislature of the State of California, entitled, "An Act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919.

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.

UNITED DREDGING COMPANY (SEAL)
By C. F. Guthridge,
V. President
Principal.

Attest;
Geo. G. Daneri

FIDELITY & DEPOSIT COMPANY OF MARYLAND
By W. M. Walker,
Attorney-in-Fact.

ATTEST:
C.M. EVARTS
Agent
STATE OF CALIFORNIA,)
)SS
County of Los Angeles)

On this 30th day of March 1922, before me, I. C. Swain, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared W. M. Walker and C. M. Evarts known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) I. C. SWAIN,
Notary Public in and for the State of California,
County of Los Angeles.

I hereby approve the form of the within Bond, this 31st day of March, 1922.

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 3rd day of April, 1922.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.

Virgilio Bruschi
Jno A. Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel.
Members of Common Council

KNOW ALL MEN BY THESE PRESENTS: That we, UNITED DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, as principal, and FIDELITY & DEPOSIT CO. OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of six hundred and twenty-five dollars (\$625.00), 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 30 day of March, 1922.

The condition of the above obligation is such that whereas the above bounden principal, UNITED DREDGING COMPANY, a corporation, is about to enter into the annexed contract with The City of San Diego, a municipal corporation, in the County of San Diego, State of California, to furnish all labor, tools, appliances, equipment and plant, and any other expenses necessary or incidental to the performance of the work of removing the piles in the vicinity of the old wharf formerly known as the Pacific Steamship Wharf, in the Bay of San Diego, lying between the Pierhead line and a line approximately 650 feet inshore from the Pierhead line, and between parallel lines 1100 feet apart at right angles to said Pierhead line, the more westerly of said parallel lines intersecting the Pierhead line at a point distant 2975 feet southeasterly from Pierhead Station 205.

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.

UNITED DREDGING COMPANY, (SEAL)
By C. F. Guthridge,
V. President
Principal

ATTEST:
Geo. G. Daneri

FIDELITY & DEPOSIT COMPANY OF MARYLAND
By W. M. Walker
Attorney-in-Fact

ATTEST:
C. M. EVARTS, agent.
STATE OF CALIFORNIA,)
)SS
County of Los Angeles)

Surety (SEAL)

On this 30th day of March 1922, before me, I. C. Swain, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared W. M. Walker and C. M. Evarts known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) I. C. SWAIN
Notary Public in and for the State of California,
County of Los Angeles.

I hereby approve the form of the foregoing Contract, this 31st day of March, 1922.
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 3rd day of April, 1922.

(SEAL) ATTEST:
Allen H. Wright
City Clerk.

Virgilio Bruschi
Jno A. Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel
Members of the Common Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT between UNITED DREDGING COMPANY and THE CITY OF SAN DIEGO, being Document No. 141773.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred A. Heilbron DEPUTY.

L E A S E

THIS LEASE, made and entered into on this 24th day of April, 1922, 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 E. C. PALMER, 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. 8615 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, Lot 2 of Block 440 of Old San Diego, in the City of San Diego, State of California, for a term of one year from March 3rd, 1922.

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.

It is hereby understood and agreed by the parties hereto that the above-described property is hereby leased for the purpose of allowing said E. C. Palmer to place thereon a temporary dwelling, which said dwelling may be moved at the termination of this lease. Said property is leased for no other purpose whatsoever.

The said party of the second part does hereby promise, covenant and agree to pay to said party of the first part, upon the execution of this lease, the sum of fifteen dollars (\$15.00) as rental for said property for said term, and said second party agrees that at the expiration of said term he will peaceably and quietly quit and surrender the said premises.

It is further agreed by and between 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 use 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.

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 set his hand, this 24th day of April, 1922.

(SEAL) ATTEST:
ALLEN H. WRIGHT,
City Clerk.
BY Y. A. JACQUES, DEPUTY.

THE CITY OF SAN DIEGO.
BY VIRGILIO BRUSCHI
JNO A. HELD
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council
of The City of San Diego, California.
Party of the First Part.

E. C. PALMER
Party of the Second Part.
I hereby approve the form of the foregoing Lease, this 1st day of March, 1922.
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 between THE CITY OF SAN DIEGO and E. C. PALMER, being Document No. 142093.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Fred W. Sick DEPUTY.

RELEASE AND SATISFACTION.

KNOW ALL MEN BY THESE PRESENTS, That whereas, heretofore, on or about the 27th day of September, 1920, The City of San Diego, a municipal corporation of the State of California, entered into a contract with the San Diego Shipbuilding and Drydock Corporation, a corporation, for the performance by said corporation of certain work upon a pier situated upon the tide lands of the Bay of San Diego, and located at the foot of Fifth Street in said The City of San Diego, in connection with which contract the United States Fidelity & Guaranty Company, a corporation of the State of Maryland, and authorized to do business in the State of California, did execute and deliver to said The City of San Diego its bond or undertaking in the sum of three thousand dollars (\$3000.00), which bond was made upon the condition that if the San Diego Shipbuilding and Drydock Corporation should well and faithfully keep and perform all of the covenants agreed by it to be kept and performed in accordance with the terms and conditions of the said agreement made between said San Diego Shipbuilding and Drydock Corporation, as party of the first part, and said The City of San Diego, as party of the second part, and should hold safe and harmless said The City of San Diego from any and all loss or damage arising out of the failure of said San Diego Shipbuilding and Drydock Corporation to fulfill said agreement, that then and in that event said bond should be null and void; and

WHEREAS, the said San Diego Shipbuilding and Drydock Corporation did enter upon the performance of said contract, and did thereafter fail to perform said contract; and

WHEREAS, it thereafter became necessary for said The City of San Diego to perform the work agreed to be done in said contract by said San Diego Shipbuilding and Drydock Corporation; and

WHEREAS, said The City of San Diego incurred a loss by reason of the failure of said San Diego Shipbuilding and Drydock Corporation to perform the work agreed by it to be done, in consequence of which it has asserted a claim against the said United States Fidelity & Guaranty on account of said bond so given as aforesaid; and

WHEREAS, the amount of such loss exceeded the penal sum of the bond, which said sum was three thousand dollars (\$3000.00);

NOW, THEREFORE, in consideration of the payment to the undersigned The City of San Diego of said sum of three thousand dollars (\$3000.00) by said United States Fidelity & Guaranty Company, the receipt whereof is hereby acknowledged, said The City of San Diego does hereby release and discharge said United States Fidelity & Guaranty Company, its successors and assigns, of and from all claims of every nature and kind whatsoever, arising out of the performance or non-performance of said agreement by said San Diego Shipbuilding and Drydock Corporation; the intent hereof being to adjust and determine any and all claims connected with the matter aforesaid which The City of San Diego now has, or which its successors hereafter may have, by reason of any of the matters aforesaid, from the beginning of the world to the day of the date of these presents.

IN WITNESS WHEREOF, said The City of San Diego has caused its corporate seal to be hereunto affixed and these presents to be signed in its name by a majority of the members of the Common Council thereunto duly authorized, this 8th day of May, 1922.

THE CITY OF SAN DIEGO

BY VIRGILIO BRUSCHI

JNO A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT,

City Clerk.

STATE OF CALIFORNIA,)

) SS.

County of San Diego,)

On this 3rd day of May, in the year one thousand nine hundred twenty-two, before me, Y. A. Jacques, a Notary Public in and for the County of San Diego, State of California, personally appeared John A. Held, known to me to be the Vice-President of the Common Council of The City of San Diego, and known to me to be one of the members of the Common Council who executed the within instrument on behalf of said The City of San Diego therein named, and acknowledged to me that such municipal corporation executed the same.

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

Y. A. JACQUES,

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
RELEASE & SATISFACTION with U. S. Fidelity & Guaranty Co., being Document No. 142496.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Fred W. Sick DEPUTY.

L E A S E

THIS LEASE, made this 15th day of May, 1922, 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 Ordinance No. 8652 of the ordinances of the City of San Diego, authorizing the execution of this lease, and J. J. RICHERT, 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:

Pueblo Lots 1279, 1272, 1304, 1306 and 1273, of the Pueblo Lands of said City, for a

term ending December 31st, 1922, at a term rental of sixty-five dollars (\$65.00), payable 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 purposes only, and it is understood and agreed 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 Virgilio Bruschi

Jno A. Held.

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel.

Members of the Common Council

Lessor.

(SEAL) ATTEST:

ALLEN H. WRIGHT, CITY CLERK

BY Y. A. Jacques, Deputy.

J. J. Richert,

Lessee.

I hereby approve the form of the foregoing Lease, this 9th day of May, 1922.

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 between J. J. RICHERT and The City of San Diego, being Document No. 142574.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY *Fred A. Heilbron* DEPUTY.

L E A S E

THIS LEASE, made and entered into this 15th day of May, 1922, 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 its Common Council, Lessor, and J. CLYDE ADAIR and L. C. MARRON, lessees, WITNESSETH:

That the said Lessor does by these presents demise and lease unto the said lessees, 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 in 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 a term ending March 19th, 1927, at a rental of two hundred dollars (\$200.00) per year, payable in advance on the 1st day of March of each year during said term.

It is further agreed by and between the parties hereto that this lease shall not be assigned nor transferred, nor shall the said lessees 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 lessees for grazing and agricultural purposes and for no other purpose or purposes.

The said lessees 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 lessor to re-enter the said premises and remove all persons therefrom.

And the said lessees do hereby covenant, promise and agree to pay the said lessor the said rent in the manner herein specified, and that at the expiration of said term, the said lessees 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 does hereby covenant, promise and agree that the said lessees, 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 lessor has caused these presents to be executed by a majority of the members of its Common Council, and the said lessees have hereunto set their hands, the day and year first above written.

THE CITY OF SAN DIEGO,

By Virgilio Bruschi

Jno A. Held,

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel.

Members of the Common Council.

Lessor.

(SEAL) ATTEST:

ALLEN H. WRIGHT,

City Clerk.

By Y. A. Jacques, Deputy.

J. Clyde Adair & L.C. Marron

By J.C.A.

Lessees.

I hereby approve the form of the foregoing Lease, this 12th day of May, 1922.

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 between J. CLYDE ADAIR AND L. C. MARRON and THE CITY OF SAN DIEGO, being Document No. 142595.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Frederick W. Sick DEPUTY.

A G R E E M E N T O F L E A S E.
SUBJECT TO AN APPROPRIATION BY THE CONGRESS.

THIS INDENTURE, made this 29th day of May 1922, 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 those 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, 1922, to and including June 30, 1923.

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 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 seven 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 of 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.

THE CITY OF SAN DIEGO
BY VIRGILIO BRUSCHI
JNO A. HELD/
FRED W. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council of
The City of San Diego, California.

(SEAL) ATTEST:
ALLEN H. WRIGHT,
City Clerk of said City.

APPROVED BY THE UNITED STATES
By N. G. Burton
Lieut. Colonel, Asst. Quartermaster,
U.S. Marine Corps, Depot Quarter-
master.

Signed, Sealed and Delivered in the presence of:

F.C. Shannon

I hereby approve the form of the foregoing Agreement this 31st day of May, 1922.

Arthur F.H. Wright,
Deputy City Attorney.

RESOLUTION NO. 27787.

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

That a majority of the members of the Common Council of The City of San Diego, be and they are hereby authorized and directed to enter into an agreement of lease with the United States of America, represented by the Depot Quartermaster of the United States Marine Corps, for the leasing of certain Pueblo Lands, belonging to said City, for military purposes.

I hereby certify the above to be a full, true and correct copy of Resolution No. 27787 of the Common Council of the City of San Diego, as adopted by said Council May 29th, 1922.

(SEAL)

ALLEN H. WRIGHT, CITY CLERK.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between THE UNITED STATES OF AMERICA and THE CITY OF SAN DIEGO, being Document No. 143133.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY *Fred W. Heilbron* DEPUTY.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 1st day of June, 1922, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by and through the Harbor Commission of The City of San Diego, hereinafter designated as the City, and LAWRENCE OLIVER, hereinafter designated as the Lessee, WITNESSETH:

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

Said lands herein leased to said Lessee being more particularly described as follows, to wit: Beginning at a point on the mean high tide line of the Bay of San Diego where said high tide line is intersected by the southeasterly line of Beardsley Street extended southwesterly; thence south 52° 10' 40" east along said mean high tide line, a distance of 75 feet to a point; thence south 38° 34' 40" west a distance of 234.19 feet to a point on the United States Government Bulkhead line as established in the year 1912; thence north 50° 50' west along said bulkhead line a distance of 75 feet to a point; thence north 38° 35' east, a distance of 232.47 feet to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term of twenty-five (25) years from and after the 1st day of April, 1922, at the rental of twenty-five dollars (\$25.00) per month. Said rental shall be payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate.

The right of the Common Council to change or increase said rent at any time is hereby expressly reserved to the City; and the said Lessee, in accepting this lease, acknowledges the right of said City to readjust and increase the rental at any time as herein provided.

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 for the erection and maintenance of such structures as may be necessary or incidental to the business of the reduction of oil from fish and fish offal and refuse, and all the buildings or other structures erected on said premises

shall be erected in accordance with the ordinances of The City of San Diego, and shall meet with the approval of the Manager of Operation of said City and of the Harbor Commission of said City.

(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 thereafter 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 improvement.

(4) It is expressly understood that The City of San Diego shall not bear any of the cost of any dredging whatever from the said premises to deep water channel, which will be necessitated by reason of filling done by said The City of San Diego.

(5) 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 him 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.

(6) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned, upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by 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 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.

It is agreed that if said Lessee shall have complied with the terms and provisions of this lease at the expiration thereof, he shall have the right to remove any and all buildings, machinery or structures of whatsoever nature now upon or to be placed upon said property.

(7) It is further covenanted and agreed on the part of said Lessee that his business shall be so conducted as not to cause or be a public nuisance, and for any violation of such covenant this lease may be terminated by the Common Council of said City.

IN WITNESS WHEREOF, a majority of the members of the 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 Rufus Choate

M. A. Graham

J. W. Sefton, Jr.

Members of the Harbor Commission
of The City of San Diego.

Lessor.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

Lawrence Oliver, Lessee.

I hereby approve the form of the foregoing Lease, this 31st day of May, 1922.

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 between LAWRENCE OLIVER and THE CITY OF SAN DIEGO, being Document No. 143150.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By Fred W. Sick DEPUTY.

L E A S E

THIS LEASE, made and entered into this 19th day of June, 1922, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through a majority of the members of its Common Council, 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 hereinafter 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 1st day of June, 1922 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 (\$20.00) dollars, 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 less 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 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 VIRGILIO BRUSCHI

JNO A. HEID

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL.

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 13th day of May, 1922.

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 between H. D. ALLEN and THE CITY OF SAN DIEGO, being Document No. 143354.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

by Fred W. Sick DEPUTY.

A G R E E M E N T.

SUBJECT TO AN APPROPRIATION BY THE CONGRESS.

THIS AGREEMENT, made and entered into this 19th day of June A.D. 1922, by and between THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, acting by a majority of the members of its Common Council, and the UNITED STATES OF AMERICA, acting by and through its proper officers thereunto duly authorized, WITNESSETH:

That the said The City of San Diego, for and in consideration of the covenants on the part of the said United States of America hereinafter contained, hereby agrees to furnish to said United States of America, for the use of the United States Marine Corps, at the site of The Advanced Base Force of said Marine Corps, water, at and for a price of fifteen cents per 100 cubic feet.

Said water shall be so furnished by said City through a meter to be furnished by the said United States of America, and said water shall be measured and charged for in accordance with the reading shown upon said meter upon the last day of each and every month during the life of this agreement.

This agreement shall continue in force for one year from and after July 1, 1922, but it is understood and agreed by and between the parties hereto that in the event that the water rates of The City of San Diego are by ordinance changed before the termination of this agreement, then and in that event said United States of America shall pay for the water so furnished such rate as may be established by ordinance, whether or not said rate shall be greater or less than fifteen cents, the rate herein agreed upon.

Said United States of America hereby agrees to pay for the water so furnished, the sum of fifteen cents per 100 cubic feet, unless said rate shall be, during the life of this agreement, changed by ordinance.

IN WITNESS WHEREOF, The City of San Diego has caused this Agreement to be executed by a majority of the members of its Common Council thereunto duly authorized, and the United States of America has caused this agreement to be executed by The Depot Quartermaster, U.S. Marine Corps, San Francisco, California, this 19th day of June 1922.

THE CITY OF SAN DIEGO,

By Virgilio Bruschi

Jno A. Heid

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel

Members of the Common Council of
the City of San Diego.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk.

Witnessed by:

F. C. Shannon

UNITED STATES OF AMERICA,

By N. G. Burton

Lieut. Colonel, Asst. Quartermaster,
U.S.M.C., Depot Quartermaster.

I hereby approve the form of the foregoing Agreement this 13th day of June, 1922.

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

AGREEMENT between The City of San Diego and The U.S. Marine Corps, being Document No. 143629.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Frederick H. Lick DEPUTY.

C O N T R A C T

Bond.

KNOW ALL MEN BY THESE PRESENTS, That we, CALIFORNIA CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Texas, 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 seven thousand, one hundred thirty-six dollars (\$7,136.00), 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 28th day of June, 1922.

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 and other expense of every kind and description necessary or incidental to the performance of the following work in said City, to-wit: The paving, with an asphalt concrete wearing surface laid upon an asphalt concrete base, of PERSHING DRIVE, in Balboa Park, in said City, from the northeasterly end of said Pershing Drive at the northeast corner of said Balboa Park, to Engineer's Station 60 plus 00.16, and also, the paving, with an asphalt concrete wearing surface laid upon an asphalt concrete base, of the extension of Oregon Street and the extension of Redwood Street in said Balboa Park, connecting with said Pershing Drive; all in accordance with the plans and specifications therefor contained in Document No. 142972, filed in the office of the City Clerk of said City May 29, 1922; a copy of which said plans and specifications 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 Seven thousand one hundred thirty-six dollars (\$7136.00), 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 Act No. 2895a of the Legislature of the State of California, entitled, "An Act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919.

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.

CALIFORNIA CONSTRUCTION COMPANY

Principal.

By C. E. Blanchard, Pres.

By Leslie F. Strong

Attorney in Fact. (Seal)

STATE OF CALIFORNIA)

) ss

City and County of San Francisco)

On this 28th day of June in the year one thousand nine hundred and 22, before me, JOHN MCCALLAN, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Leslie F. Strong known to me to be the person whose name is subscribed to the within Instrument as the Attorney in fact of American Indemnity Company and he acknowledged to me that he subscribed the name of American Indemnity Company thereto as principal and his name as Attorney in fact.

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

JOHN MCCALLAN

Notary Public

In and for the City and County of San Francisco,
State of California.

(SEAL)

My Commission Expires April 12, 1925.

I hereby approve the form of the within Bond, this 3rd day of July, 1922.

S. J. HIGGINS, City Attorney.

By F. McClenaghan, Deputy City Attorney..

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 3rd day of July, 1922.

VIRGILIO BRUSCHI

JNO A. HELD

HARRY K. WEITZEL.

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, CALIFORNIA CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Texas, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three thousand five hundred sixty-eight dollars (\$3,568.00), 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 28th day of June, 1922.

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 paving, with an asphalt concrete wearing surface laid upon an asphalt concrete base, of Pershing Drive, in Balboa Park, in said City, from the northeasterly end of said Pershing Drive at the northeast corner of said Balboa Park, to Engineer's Station 60 plus 00.16, and also, the paving, with an asphalt concrete wearing surface laid upon an asphalt concrete base, of the extension of Oregon Street and the extension of Redwood Street in said Balboa Park, connecting with said Pershing Drive; all in accordance with the plans and specifications therefor contained in Document No. 142972, filed in the office of the City Clerk of said City May 29, 1922; a copy of which said plans and specifications contained in said Document No. 142972 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 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.

CALIFORNIA CONSTRUCTION COMPANY,
PRINCIPAL.
BY C. E. BLANCHARD, PRES.
AMERICAN INDEMNITY COMPANY,
SURETY.
BY LESLIE F. STRONG,
ATTORNEY IN FACT.

STATE OF CALIFORNIA)
City and County of San Francisco) ss

On this 28th day of June in the year one thousand nine hundred and 22, before me, JOHN MCCALLAN, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Leslie F. Strong known to me to be the person whose name subscribed to the within Instrument, as the Attorney in fact of American Indemnity Company and he acknowledged to me that he subscribed the name of American Indemnity Company thereto as principal and his name as Attorney in fact.

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

JOHN MC CALLAN, Notary Public.
In and for the City and County of San Francisco,
State of California.

(SEAL)

My Commission Expires April 12, 1925.

I hereby approve the form of the within Bond, this 3rd day of July, 1922.

S. J. HIGGINS, City Attorney.
By F. McCleneghan, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 3rd day of July, 1922.

VIRGILIO BRUSCHI
JNO A. HELD
HARRY K. WEITZEL.
MEMBERS OF THE COMMON COUNCIL.

(SEAL) ATTEST:

ALLEN H. WRIGHT, CITY CLERK
BY Y. A. JACQUES, DEPUTY.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 3rd day of July, 1922, 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 CALIFORNIA CONSTRUCTION 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 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 paving, with an asphalt concrete wearing surface laid upon an asphalt concrete base, of PERSHING DRIVE, in Balboa Park, in said City, from the northeasterly end of said Pershing Drive at the northeast corner of said Balboa Park, to Engineer's Station 60 plus 00.16, and also, the paving, with an asphalt concrete wearing surface laid upon an asphalt concrete base, of the extension of Oregon Street and the extension of Redwood Street in said Balboa Park, connecting with said Pershing Drive; all in accordance with the plans and specifications therefor contained in Document No. 142972, filed in the office of the City Clerk of said City May 29, 1922; a copy of which said plans and specifications contained in said Document No. 142972 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:

Paving, per square foot, including header boards, \$0.15.

Said contractor agrees to commence said work within fifteen (15) days after the signing of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within sixty (60) 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 it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of fifteen cents (15¢) per square foot for said paving; 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 said 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 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 work by the Common Council, the said contractor will repair or replace such damage at its 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 and plans 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 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 its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said city from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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 1917, of the State of California, 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 Section 653-c 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.

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 (10) days thereafter, or be considered to have accepted the record and ruling.

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

THE CITY OF SAN DIEGO.
BY VIRGILIO BRUSCHI
JNO A. HELD
HARRY K. WEITZEL.
MEMBERS OF THE COMMON COUNCIL.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
BY Y. A. JACQUES, DEPUTY.

CALIFORNIA CONSTRUCTION COMPANY,
Contractor.
By C. E. Blanchard, Pres.
S. J. Higgins, City Attorney.

I hereby approve the form of the foregoing Agreement, this 26th day of June, 1922.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between THE CALIFORNIA CONSTRUCTION COMPANY AND THE CITY OF SAN DIEGO, being Document No. 143662.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred H. Sick DEPUTY.

L E A S E

THIS INDENTURE OF LEASE, Made this 17th day of July, 1922, 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 its Common Council, Lessor, and W. A. WELCH, Lessee, WITNESSETH:

That the said Lessor does by these premises 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, to-wit:

Right-of-Way Lot 134 of Middletown, according to the map of Middletown made by John E. Jackson, C.E., in January 1874, and filed in the office of the County Clerk of San Diego County, State of California, on the 19th day of October, 1874, in the case of Baldwin, et al. vs. Coutts, et al., District Court of the 18th Judicial District of the State of California, for a term beginning on the 1st day of August, 1922, and ending on the 31st day of July, 1923, at a term rental of Ten dollars, (\$10.00), payable 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 lessee have the right to sublet the leased premises or any part thereof without the permission of the Common Council of 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 only. Should said lessee attempt to use said land for any other purpose then and in that event this lease shall immediately terminate and expire.

And the said lessee does hereby covenant, promise and agree to pay the said lessor 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, damage by the elements excepted; and the said lessor 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 lessor has caused these presents to be executed by a majority of the members of its Common Council, and the said lessee has hereunto set his hand, the day and year first above written.

THE CITY OF SAN DIEGO
By Virgilio Bruschi
Jno A. Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel.
Members of the Common Council
Lessor.

(SEAL) ATTEST:
ALLEN H. WRIGHT,
City Clerk.
BY Y. A. JACQUES, DEPUTY.

W. A. WELCH
Lessee.

I HEREBY approve the form of the foregoing lease, this 12th day of July, 1922.
S. J. HIGGINS, City Attorney,
By Arthur F.H. Wright,
Deputy.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Lease with W. A. WELCH and The City of San Diego, being Document No. 143813.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Arthur F.H. Wright DEPUTY.

L E A S E

This Lease, made and entered into this 19th day of June, 1922, 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 JOSEPH SCHADEK 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 1st day of July, 1922, 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, naphtha, 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:

The Northeast quarter of Pueblo Lot 212, Pueblo Lots 249, 251 and 253.

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 17th day of September, 1922, 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 covenants and agrees that a well 3500 feet in depth will be drilled within eighteen (18) 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 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 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 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 party, 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 re-

quired 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, pipelines, 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 party of the second part 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 start work upon the leased premises, and to have a derrick fully completed, within ninety days from the date of this lease, it is understood and agreed by and between the parties hereto that all rights of the lessee in and to this lease and the premises hereby leased shall terminate without any notice whatsoever from the lessor.

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 second party has hereunto subscribed his name, this 19th day of June, 1922.

THE CITY OF SAN DIEGO,
By Virgilio Bruschi,
Uno. A. Held,
Fred A. Heilbron,
Don M. Stewart,
Harry K. Weitzel.
Members of the Common Council.
Party of the First Part.

(SEAL) ATTEST:
ALLEN H. WRIGHT,
City Clerk

JOSEPH SCHADEK
Party of the Second Part.
this 19th day of June, 1922.
S. J. HIGGINS, City Attorney,
By Arthur F.H. Wright,
Deputy City Attorney.

I hereby approve the form of the foregoing Lease,

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between JOSEPH SCHADEK and THE CITY OF SAN DIEGO, being Document No. 143351.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred W. Sick 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 Three hundred fifty dollars (\$350.00), 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 16th day of August, 1922.

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 ABBOTT STREET, in said City, between the southwesterly line of West Point Loma Boulevard and the northeasterly line of Newport Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego Consolidated Gas & Electric Company, or its assigns, shall faithfully perform the said Contract, then the above obligation to be void; else to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY,
By H. H. Jones,

(SEAL) ATTEST:
M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY
Surety.

By Frank A. Salmons,
Resident Vice-President.

(SEAL) ATTEST:
DEMPSTER MCKEE

Resident Assistant Secretary

I hereby approve the form of the foregoing Undertaking, this 17th day of August, 1922.

S. J. HIGGINS,
City Attorney.

By Arthur F.H. Wright,
Deputy City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego, did by Resolution No. 28024, passed and adopted on the 7th day of August, 1922, require and fix the sum of \$350.00 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.

(SEAL)

BY Y. A. JACQUES, DEPUTY.

THIS AGREEMENT, made and entered into this 14th day of August, 1922, 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, 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 southwesterly line of West Point Loma Boulevard and the northeasterly line of Newport Avenue, together with the maintenance of the posts, wires, conduits and lamps on said Abbott Street, between said points. Such furnishing of electric current, and such maintenance of appliances to be for the period of one year from and after the date of this contract.

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. 140985, on file in the office of the City Clerk of said City of San Diego.

Said first party agrees to do and perform all of the said work at and for the following prices, to-wit:

Lighting and maintenance of 18 single globe posts, \$670.68;

Lighting and maintenance of 17 single globe posts, 387.00;

Furnishing and installation of four single globe

posts, together with cables, sockets, lamps and

globes,

299.50;

Repairs and renewals to posts, gloves, lamps, etc., 23.00.

And said second party agrees that when said work of furnishing and installing the posts, cables, sockets, lamps and globes, and the repairing and renewal of the posts, globes, lamps, etc., above mentioned, is completed, and accepted by said City Engineer, all as particularly described in said Document No. 140985, it will pay to said first party the said sum of \$322.50; four-fifths of which said sum shall be paid from that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Abbott Street Lighting District No. 1 Fund," and one-fifth of which said sum shall be paid from the street Light Fund of said City.

And said second party agrees that when the balance of said work shall have been accepted by said City Engineer, it will pay to said first party the sum of \$846.15 in monthly warrants duly and properly drawn upon said "Abbott Street Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of \$70.51, until said sum of \$846.15 shall have been fully paid; and that it will pay to said first party the sum of \$211.53 in monthly warrants duly and properly drawn upon the said Street Light Fund of said City, each of said monthly warrants to be drawn for the sum of \$17.62, until said sum of \$211.53 shall have been fully paid.

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 \$1104.15.

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 \$276.03), 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 Virgilio Bruschi,

Jno. A. Held,

Fred A. Heilbron,

Don M. Stewart

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 16th day of August, 1922.

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 between the San Diego Consolidated Gas & Electric Company and The City of San Diego, being Document No. 144404.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Arled H. Sick DEPUTY.

O I L A N D G A S L E A S E

THIS AGREEMENT, made 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, hereinafter called the Lessor, and ROBT. EADIE, hereinafter called the Lessee:

WITNESSETH: That in consideration of One Dollar, the receipt of which is hereby acknowledged, and the rents, covenants, and agreements herein provided, the LESSOR does hereby grant and lease to the LESSEE all oil, gas and other minerals in or under the lands herein described, and the said land for the sole and only purpose and with the exclusive right to prospect, drill, mine, and operate for and to produce and save oil, gas, and other minerals therefrom.

The land hereby leased is in the City of San Diego, County of San Diego, California, and described as follows:

Pueblo Lot Twelve Hundred Three (No. 1203)

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 Lessee and also a right of way for telephone, light, and power 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 term of this lease is fifteen (15) years from date hereof.

In consideration of the premises, the Lessee covenants and agrees:

First: To deliver to the credit of the Lessor, free of cost, in tanks or in the pipe lines with which the Lessee may connect its wells, the equal one-eighth part of all oil or gas produced and saved from the leased premises.

Second: It is agreed, however, that until pipe lines and tanks are provided, the Lessor shall furnish containers for its share of said crude oil or petroleum, naptha or maltha which may be produced from wells upon said premises, and if the Lessor shall neglect to provide such containers or other means of transportation for its said portion of said oil, at the time when the deliveries are to be made, the Lessee may store, transport and sell the same with the remainder of said production, and shall account to the Lessor for the net proceeds of such 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 Lessee, and deducting the usual charges for leases, leaks and insurance.

The Lessee agrees within one year from the date hereof to drill or cause to be drilled a test well on the lands herein described, or within one-half mile of the lands herein described, to such depth as to find oil, gas or other mineral, or until a geological formation is found, which, in the judgment of the Lessee, precludes the finding of oil or gas. It is agreed that the drilling of a test well either on this land or on any other land within one-half mile thereof shall be a sufficient consideration for this lease, whether it be a producing well or a dry hole, and the drilling of any such well at any time within one year from the date hereof, (Unavoidable accidents and delays excepted) will discharge all obligations due hereunder for and during the first year of this lease.

Should the first well drilled on the land herein described or within one-half mile of said land as herein provided, be a dry hole, or should the same be lost or abandoned by reason of accident or other cause not the fault of the Lessee, then and in that event the Lessee shall have six months from and after the completion of said dry hole or the abandonment of said first well, as just provided, within which to commence the drilling of a second well, and shall prosecute the drilling of such well with reasonable diligence until it is completed or abandoned.

If any well mentioned herein shall not have reached the depth of five hundred feet within the time herein provided, said well shall not be deemed to have been drilled according to the provisions of this lease, and the Lessee's rights hereunder shall terminate, but if any such well shall have reached the depth of five hundred feet or more within the time herein provided, then the time for the completion of said well and of other acts dependent thereon shall be and is hereby extended for such time as may be necessary for the completion thereof, provided that drilling operations must be prosecuted with reasonable diligence and without unnecessary interruption or delay.

If no well is drilled, as herein provided, on this land or within one-half mile thereof within the time herein prescribed, then this lease shall terminate as to both parties, unless the Lessee shall before the expiration of such time pay or tender to the Lessor the sum of One Dollar per acre as rental for the said land under this lease for one year. The payment thereof may be made or tendered to the Lessor in person or to the City Treasurer of San Diego, California, to the credit of the Lessor.

The Lessee agrees that in case any producing oil or gas well is brought in by him upon said land within one-half mile of the leased premises herein, then within six months he shall commence drilling a well on the land herein described and shall diligently prosecute said drilling until said well is completed or it is demonstrated that no producing well can be brought in.

It is agreed that upon the payment of such annual rental the time within which drilling, or any other operations hereunder are to be performed, will be extended for the period of one year, and by the further payments of the same annual rental, said time may be further extended in all not to exceed five years from the date hereof.

If the Lessor owns a less interest in the above described land than the entire undivided fee simple, then the royalties and rents herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole undivided fee.

The Lessee shall have the right to use free of cost gas, oil, and water produced on said land for its operations thereon except water from wells of the Lessor.

In case any producing oil or gas well is drilled on land adjoining the land herein described and within one hundred sixty-five feet of the boundary line of this land, then the Lessee shall within ninety days from the bringing in of said producing well commence drilling an offset well on the land herein described, and shall diligently prosecute said drilling until an offset well is completed, or it is demonstrated that no producing well can be found that will offset the well on the adjoining land.

The Lessee will pay for all damages caused by its operations to growing crops on said land.

The Lessee shall have 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 term or because oil or gas shall not have been found in paying quantities as herein specified, said Lessor 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 Lessee, it shall pay unto said Lessee the value of such casing at the then market rate.

If delays shall be caused in the drilling or other operations of the Lessee hereunder by strikes, difficulty or delay in procuring material, or by other cause beyond the control of the Lessee, then the time so lost shall be deducted from the time allowed the Lessee herein for the performance of any particular act or operation.

The Lessee will upon demand bury all his pipes below plow depth.

If the Lessee shall fail to drill wells or to perform any other covenants hereunder, the Lessor may terminate this lease as herein provided, but shall have no other remedy or right of recovery hereunder.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereto shall extend to the assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or parts of said land, and the assignee of any part shall fail or make default in the payment of the proportionate part of the rents due, such default shall not operate to defeat or effect this lease as to any part or parts on which the Lessee or assigns shall make due payment of rentals.

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 Lessor without any obligation whatsoever to said Lessee.

The Lessee 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 Lessor or its agents thereunto authorized by the Common Council of The City of San Diego; and agrees to furnish the said Lessor on or about the first 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 Lessor shall have the right to elect whether it will take the royalties due under the terms of this lease, in oil or in coin, and shall give notice in writing to said Lessee of such election, immediately after being notified that there is a production of oil obtained upon such premises.

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 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 Lessor.

It is agreed that if the Lessee has not commenced actual drilling on the test well herein provided within six months from the date hereof, then this lease shall be terminated at the option of the Lessor.

It is agreed that upon the surrender of this Lease the Lessee or assign shall furnish to the Lessor a properly executed release.

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 Lessee has hereunto subscribed his name this 14th day of August 1922.

THE CITY OF SAN DIEGO
BY VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL.
Members of the Common Council.
Lessor.

(SEAL) ATTEST:
ALLEN H. WRIGHT,
City Clerk
By Y. A. Jacques, Deputy.

ROBERT EADIE
LESSEE

I hereby approve the form of the foregoing Lease, this 21st day of July, 1922.
S. J. HIGGINS, City Attorney,
By F. McCleneghan, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between ROBERT EADIE and THE CITY OF SAN DIEGO, being Document No. 144382.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

By Frederick A. Sick DEPUTY.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, LOUIS SALCIDO, of The City of San Diego, California, as principal, and F.T. Scripps and A. Johnson, residents of the County of San Diego, State of California, as sureties, are held and firmly bound unto all persons, companies or corporations who perform labor 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 Twelve thousand four hundred fifty dollars (\$12,450.00), good and lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of August, 1922.

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 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 paving, with one course of Portland cement concrete pavement, of ROOSEVELT MEMORIAL DRIVE, in said City, from the end of the existing pavement at the biological Grade to the southwesterly line of Pueblo Lot 1286; all in accordance with the plans and specifications therefor contained in Document No. 144158, filed in the office of the

City Clerk of said City July 31, 1922; a copy of which said plans and specifications contained in said Document No. 144158 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 Twelve thousand, four hundred fifty dollars (\$12,450.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use 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 Act No. 2895a of the Legislature of the State of California, entitled, "An Act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919.

IN WITNESS WHEREOF, said principal and sureties have hereunto subscribed their names, the day and year first hereinabove written.

L. SALCIDO,
Principal.
F. T. Scripps
A. Johnson,
Sureties.

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

F. T. Scripps and A. Johnson 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. T. SCRIPPS
A. JOHNSON

Subscribed and sworn to before me this 24th day of August, 1922.

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

(SEAL)

I hereby approve the form of the within Bond, this 25th day of August, 1922.

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 28th day of August, 1922.

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
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, LOUIS SALCIDO, of The City of San Diego, California, as principal, and F. T. Scripps and A. Johnson, 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 Six thousand two hundred twenty-five dollars (\$6,225.00), 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 24th day of August, 1922.

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 The City of San Diego, California, to-wit: The paving, with one course of Portland cement concrete pavement, of ROOSEVELT MEMORIAL DRIVE, in said City, from the end of the existing pavement at the Biological Grade to the southwesterly line of Pueblo Lot 1286; all in accordance with the plans and specifications therefor contained in Document No. 144158, filed in the office of the City Clerk of said City July 31, 1922; a copy of which said plans and specifications contained in said Document No. 144158 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 and sureties have hereunto subscribed their names, the day and year first hereinabove written.

L. SALCIDO,
Principal.
F.T. Scripps
A. Johnson,
Sureties.

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

F. T. Scripps and A. Johnson 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. T. SCRIPPS
A. JOHNSON

Subscribed and sworn to before me this 24th day of August, 1922.

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

(SEAL)

I hereby approve the form of the within Bond, this 25th day of August, 1922.

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 28th day of August, 1922.

VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL.

Members of the Common Council.

(SEAL) ATTEST:

ALLEH H. WRIGHT,

City Clerk.

BY Y. A. JACQUES, DEPUTY.

C O N T R A C T.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 23rd day of August, 1922, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and LOUIS SALCIDO, 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 paving, with one course of Portland cement concrete pavement, of ROOSEVELT MEMORIAL DRIVE, in said City, from the end of the existing pavement at the Biological Grade to the southwesterly line of Pueblo Lot 1286; all in accordance with the plans and specifications therefor contained in Document No. 144158, filed in the office of the City Clerk of said City July 31, 1922; a copy of which said plans and specifications contained in said Document No. 144158 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:

Cement concrete paving, per square foot, twenty-three (23) cents:

Said contractor agrees to commence said work within fifteen (15) days after the signing of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within ninety (90) 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-three (23) cents per square foot for said paving; 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 plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further that he will protect from the elements all the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials 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 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 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Further, said contractor agrees to save said The 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 1917.

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 1917, 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 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.

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.

By Virgilio Bruschi

Jno. A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel.

Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

BY Y. A. JACQUES, DEPUTY.

L. SALCIDO,

Contractor.

I hereby approve the form of the foregoing contract this 23rd day of August, 1922.

S. J. Higgins,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between L. Salcido and The City of San Diego, being Document No. 144625.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Fred A. Heilbron 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 seven thousand five hundred ninety dollars (\$7,590.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of August, A. D. 1922.

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; 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; 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; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By A. H. Sweet, Vice President

THE AETNA CASUALTY AND SURETY COMPANY

(Seal)

By Frank A. Salmons

Resident Vice-President

(SEAL) ATTEST:

M. B. Fowler

Attest:

Dempster McKee

Resident Assistant Secretary

I hereby approve the form of the foregoing Undertaking this 31st day of August, 1922.

S. J. HIGGINS, City Attorney.

I hereby certify that the Common Council of the City of San Diego did by Resolution No. 28127 passed and adopted on the 28th day of August, 1922, require and fix the sum of \$7590.00 as the penal sum of the foregoing undertaking.

ALLEN H. WRIGHT,

(SEAL) City Clerk of the City of San Diego.

By Y. A. Jacques, Deputy.

THIS AGREEMENT, made and entered into this 28th day of August, 1922, 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 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 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 the 30th day of June, 1922, to-wit, to and including June 30th, 1923.

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. 142136, 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 \$6068.69 from the Street Light Fund of Said City, said sum to be paid in twelve equal monthly installments; and will pay to said first party the sum of \$24,274.75 from 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," said sum to be paid in twelve equal monthly installments.

And it is further mutually agreed that no part or portion of said sum of \$24,274.75 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 \$24,274.75.

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 \$6068.69), 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, 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.
Virgilio Bruschi,
Jno. A. Held,
Fred A. Heilbron
Don M. Stewart
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 28th day of August, 1922.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between The San Diego Consolidated Gas & Electric Company and The City of San Diego, being Document No. 144698.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
BY Fred H. Sick DEPUTY.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, GREAT WESTERN BUILDING COMPANY, a corporation, as principal, and American Surety Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, as surety are held and firmly bound unto 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 eight hundred ninety dollars (\$890.00), 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 29th day of August, 1922.

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 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 removal and replacing of the floor and wheel-guards, and the installation of additional stringers in the Thirtieth Street Bridge, over Switzer Canyon, in said City; all in accordance with the plans and specifications therefor contained in Document No. 144151, filed in the office of the City Clerk of said City July 31, 1922; a copy of which said plans and specifications contained in said Document No. 144151 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 eight hundred ninety dollars (\$890.00), 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 Act No. 2895a of the Legislature of the State of California, entitled, "An Act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereof," approved May 10, 1919.

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.

GREAT WESTERN BLDG. CO. (SEAL)
BY C. MARTIN, Principal
President.

Attest:

W.W.Fell, Secretary-Treasurer

AMERICAN SURETY COMPANY OF NEW YORK, Surety.
By JOHN H. MCCORKLE,

(SEAL)

Resident Vice President

ATTEST: Herbert N. Neale

Resident Assistant Secretary.

I HEREBY APPROVE the form of the within Bond, this 30th day of August, 1922.

S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 5th day of September, 1922.

VIRGILIO BRUSCHI,
JNO A. HELD
FRED A. HEILBRON
DON M. STEWART
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, GREAT WESTERN BUILDING COMPANY, a corporation, as principal, and American Surety Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of four hundred forty-five dollars (\$445.00), 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 29th day of August, 1922.

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 The City of San Diego, California, to-wit: The removal and replacing of the floor and wheel-guards, and the installation of additional stringers in the Thirtieth Street Bridge, over Switzer Canyon, in said City; all in accordance with the plans and specifications therefor contained in Document No. 144151, filed in the office of the City Clerk of said City July, 31, 1922; a copy of which said plans and specifications contained in said Document No. 144151 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, THEREOFRE, 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 its proper officers, thereunto duly authorized, the day and year first hereinabove written.

GREAT WESTERN BLDG. CO. (SEAL)
Principal

By F. C. Martin, Pres.

Attest:

W.W.Fell, Secretary-Treasurer

AMERICAN SURETY COMPANY OF NEW YORK, Surety.

By John H. McCorkle,
Resident Vice President

(SEAL) ATTEST:

Herbert N. Neale,
Resident Assistant Secretary.

I hereby approve the form of the within Bond, this 30th day of August, 1922.

S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 5th day of September, 1922.

VIRGILIO BRUSCHI,
JNO. A. HELD,
FRED A. HEILBRON,
DON M. STEWART
Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, CITY CLERK
BY Y. A. JACQUES, DEPUTY.

C O N T R A C T.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 28th day of August, 1922, 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 GREAT WESTERN BUILDING 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 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 removal and replacing of the floor and wheel-guards, and the installation of additional stringers in the Thirtieth Street Bridge, over Switzer Canyon, in said City;

all in accordance with the plans and specifications therefor contained in Document No. 144151, filed in the office of the City Clerk of said City July 31, 1922; a copy of which said plans and specifications contained in said Document No. 144151 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 for the sum of Seventeen hundred seventy-seven dollars (\$1770.00).

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 sixty (60) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Seventeen hundred seventy-seven dollars (\$1770.00), 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 said 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 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 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 its 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Further said contractor agrees to save said The 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 its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic 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 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.

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 these presents to be executed and its corporate name and seal to be hereto attached, by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

BY VIRGILIO BRUSCHI

JNO. A. HELD.

FRED. A. HEILBRON,

ION M. STEWART

HARRY K. WEITZEL.

Members of the Common Council.

GREAT WESTERN BLDG. CO.

By F. C. Martin, Pres. (SEAL) Contractor

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By Y. A. Jacques, Deputy

Attest:

W. W. Fell
Secretary-Treasurer.

I hereby approve the form of the foregoing contract this 28th day of August, 1922.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between Greatwestern Building Company and The City of San Diego, being Document No. 144699.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Arred W. Luch DEPUTY.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, CALIFORNIA FILTER COMPANY, a co-partnership composed of Kenneth Shibley and Paul Bovard, as Principal, and NATIONAL SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of five thousand five hundred dollars (\$5,500.00), good and lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of August, 1922.

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 and other expense of every kind and description necessary for the installation and completion, at the Torrey Pines Pumping Station at the Torrey Pines Reservoir, in The City of San Diego, California, three (3) California Filter Company's Type H-8 Water Wash Horizontal Steel Tank Pressure Filters, together with all the necessary inside piping, fittings, parts, valves, battery piping, etc., therefor, all in accordance with the drawings and specifications therefor attached to said contract marked "Exhibit A," and by reference thereto made a part of said contract.

AND WHEREAS, the aforesaid penal sum of Five thousand five hundred dollars (\$5,500.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

NOW, THEREFORE, if the above bounden principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon of any kind, 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 Act No. 2895a of the Legislature of the State of California, entitled, "An Act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919.

IN WITNESS WHEREOF, the said Kenneth Shibley and Paul Bovard have hereunto subscribed their names, on behalf of said California Filter Company, 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.

PAUL F. BOVARD
KENNETH SHIBLEY

Co-Partners doing business under the co-partnership name of California Filter Company.

NATIONAL SURETY COMPANY.

Surety.

By F. J. Crisp
Resident Vice President.

ATTEST:

A. C. ROBESON
Resident Assistant Secretary.
State of California.

City and County of
San Francisco

On this 30th day of August, in the year One Thousand Nine Hundred and Twenty-two, before me, J. G. ROBERTS, a Notary Public, in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared F. J. Crisp and A.C. Robeson known to me to be the Resident Vice-President and Resident Assistant Secretary respectively of the NATIONAL SURETY COMPANY, the Corporation described in and that executed the within and annexed instrument, and also known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and they duly acknowledged to me that such corporation executed the same.

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

J. G. ROBERTS

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

(SEAL)

My Commission Expires October 29, 1925.

I hereby approve the form of the within Bond, this 7th day of September, 1922.

S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 15th day of September, 1922.

VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(S EAL) A T T E S T:

ALLEN H. WRIGHT, City Clerk.

BY FRED W. SICK, DEPUTY.

B O N D
R3841

KNOW ALL MEN BY THESE PRESENTS, that we, CALIFORNIA FILTER COMPANY, a co-partnership

composed of Kenneth Shibley and Paul BOVARD, as Principal, and NATIONAL SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of five thousand dollars (\$5,000.00), 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 30th day of August, 1922.

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 for the installation and completion, at the Torrey Pines Pumping Station, at the Torrey Pines Reservoir, in The City of San Diego, California, of three (3) California Filter Company's Type H-8 Water Wash Horizontal Steel Tank Pressure Filters, together with all the necessary inside piping, fittings, parts, valves, battery piping, etc., therefor, all in accordance with the drawings and specifications therefor attached to said contract marked "Exhibit A," and by reference thereto incorporated therein and made a part of 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 Kenneth Shibley and Paul Bovard have hereunto subscribed their names, on behalf of said California Filter Company, 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.

PAUL F. BOVARD

KENNETH SHIBLEY

Co-Partners doing business under the firm name of California Filter Company.

NATIONAL SURETY COMPANY, Surety.

By F. J. Crisp,

Resident Vice President.

Seal ATTEST:

A. C. ROBESON

Resident Assistant Secretary.

(SEAL)

I hereby approve the form of the within Bond, this 7th day of September, 1922.

S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 15th day of September, 1922.

VIRGILIO BRUSCHI,

JNO A. HELD,

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

BY FRED W. SICK, 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 23rd day of August, 1922, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and the CALIFORNIA FILTER COMPANY, a co-partnership composed of Kenneth Shibley and Paul F. Bovard, 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 for the installation of, and to install, complete, at the Torrey Pines Pumping Station at the Torrey Pines Reservoir, in The City of San Diego, California, three (3) California Filter Company's Type H-8 Water Wash Horizontal Steel Tank Pressure Filters, together with all the necessary inside piping, fittings, parts, valves, battery piping, etc., therefor; all in accordance with the drawings and specifications therefor 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 for the sum of eleven thousand dollars (\$11,000.00).

Said contractor agrees to commence said work within ten (10) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment so that said work shall be completed within sixty (60) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by it to be performed, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of eleven thousand dollars (\$11,000.00), said payments to be made as follows:

Upon the delivery of all equipment, complete, at the Torrey Pines Reservoir, fifty per cent. (50%) of the said contract price shall be paid said contractor; upon the completion of all of the said work, and the acceptance of the same by the Common Council, an additional twenty-five per cent. (25%) of the whole contract price shall be paid to 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 said drawings 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 or 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 contrac-

tor will repair or replace such damage at its 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 changes, except upon formal written agreement between the parties hereto.

Further, said contractor agrees to hold and save said 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, its 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 Manager of Operation. Or, in the event that the said Manager of Operation 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 proceeding 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 and in that event the Manager of Operation 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 it and its surety, notwithstanding final payment under this contract may have been made.

Said contractor further agrees to save said The 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 its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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 1917; 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 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.

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 said City, 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 The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said Kenneth Shibley and Paul Bovard have hereunto subscribed their names on behalf of said co-partnership, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By Virgilio Bruschi
Jno. A Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel.
Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.
BY Y. A. JACQUES, DEPUTY.

PAUL F BOVARD
KENNETH SHIBLEY
Co-partners doing business under
the co-partnership name of California Filter Company.

I hereby approve the form of the foregoing contract, this 23rd day of August, 1922.
S. J. HIGGINS, 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 and California Filter Company, being Document No. 144899.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
BY Fred W. Selt DEPUTY.

M A T E R I A L A N D L A B O R B O N D .

KNOW ALL MEN BY THESE PRESENTS, That we, J. H. NICHOLSON, of The City of San Diego, State of California, as Principal, and American Surety Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto all persons, companies or corporations who perform labor on or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Five thousand five hundred dollars (\$5,500.00), good and lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of September, 1922.

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 tools, labor, transportation, material, equipment and supplies (excepting the labor and materials for excavation and filling, concrete work, mason work, and for a concrete and tile floor in the lounge), and other expense of every kind and description necessary or incidental to the construction and completion of, and to construct and complete an adobe building, to be used as a Lodge and comfort station, in Torrey Pines Park, on the easterly side of Roosevelt Memorial Drive, at the top of the Torrey Pines Grade, between La Jolla and Del Mar, in The City of San Diego, County of San Diego, State of California. All of said work to be done in accordance with the plans and specifications therefor contained in Document No. 144488, filed in the office of the City Clerk of said City August 18, 1922; a copy of which plans and specifications 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 Five thousand five hundred dollars (\$5,500.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

NOW, THEREFORE, if the above bounden principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon of any kind, 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 Act No. 2895a of the Legislature of the State of California, entitled, "An Act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919.

IN WITNESS WHEREOF, said J. H. Nicholson 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.

J. H. NICHOLSON, Principal.
AMERICAN SURETY COMPANY OF NEW YORK, Surety.
BY JOHN H. MCCORKLE, Resident Vice President

(SEAL) ATTEST:

Herbert N. Neale, Resident Assistant Secretary.

I hereby approve the form of the within Bond, this 25th day of September, 1922.

S. J. HIGGINS, 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, 1922.

VIRGILIO BRUSCHI
JNO A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL.
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, J. H. NICHOLSON, of The City of San Diego, State of California, as Principal, and American Surety Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-seven hundred fifty dollars (\$2750.00), 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 19th day of September, 1922.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies (excepting the labor and materials for excavation and filling, concrete work, mason work, and for a concrete and tile floor in the lounge), and other expense of every kind and description necessary or incidental to the construction and completion of, and to construct and complete an adobe building, to be used as a Lodge and comfort station, in Torrey Pines Park, on the easterly side of Roosevelt Memorial Drive, at the top of the Torrey Pines Grade, between La Jolla and Del Mar, in The City of San Diego, County of San Diego, State of California. All of said work to be done in accordance with the plans and specifications therefor contained in Document No. 144488, filed in the office of the City Clerk of said City August 18, 1922; a copy of which plans and specifications is attached to said contract, marked "Exhibit A," and by reference thereto incorporated therein, and made a part of 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 J. H. Nicholson 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.

J. H. NICHOLSON, Principal

AMERICAN SURETY COMPANY OF NEW YORK, Surety.

By John H. McCorkle, Resident Vice President

(SEAL) ATTEST:

Herbert N. Neale, Resident Assistant Secretary.

I hereby approve the form of the within Bond, this 25th day of September, 1922.

S. J. HIGGINS, 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, 1922.

VIRGILIO BRUSCHI

JNO A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL.

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

BY Y. A. JACQUES, DEPUTY.

C O N T R A C T.

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 19th day of September, 1922, 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 J. H. NICHOLSON, of The City of San Diego, State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies (excepting the labor and materials for excavation and filling, concrete work, mason work, and for a concrete and tile floor in the lounge and telephone installation), and other expense of every kind and description necessary or incidental to the construction and completion of, and to construct and complete an adobe building, to be used as a Lodge and comfort station, in Torrey Pines Park, on the easterly side of Roosevelt Memorial Drive, at the top of the Torrey Pines Grade, between La Jolla and Del Mar, in The City of San Diego, County of San Diego, State of California. All of said work to be done in accordance with the plans and specifications therefor contained in Document No. 144488, filed in the office of the City Clerk of said City August 18, 1922; a copy of which plans and specifications contained in said Document No. 144488 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 for the sum of eleven thousand dollars (\$11,000.00).

Said contractor agrees to commence said work within five (5) days from and after the date of the execution of the contract, and to prosecute the same diligently, and with a sufficient force of men and equipment so that said work shall be completed within ninety (90) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by him to be performed, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of eleven thousand dollars (\$11,000.00), said payments to be made as follows:

Upon completion of the said work, and the acceptance of the same by the Board of Park Commissioners of said City, eighty-five per cent. of the said contract price shall be paid said contractor, and fifteen per cent. of the whole contract price, and 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 and material thereunder by the Board of Park Commissioners, 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 plans and specifications as the same may be interpreted in case of dispute or question by the Board of Park Commissioners of The City of San Diego, Further that he will protect from the elements all the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used 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 Board of Park Commissioners 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such changes, except upon formal written agreement between the parties hereto.

Further, said contractor agrees to save said The 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 1917.

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 1917; 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 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.

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 Board of Park Commissioners 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 said City, 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 The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said J. H. Nicholson has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By Virgilio Bruschi,

Jno. A. Held.

Fred A. Heilbron,

Don M. Stewart,

Harry K. Weitzel.

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

By Fred W. Sick, Deputy.

J. H. NICHOLSON, Contractor.

I hereby approve the form of the foregoing contract, this 15th day of September, 1922.

S. J. HIGGINS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between J. H. Nicholson and The City of San Diego, being Document No. 144938.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Fred W. Sick DEPUTY.

C O N T R A C T

THIS CONTRACT made this 28th day of September, 1922, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the City, party of the first part, and FRANK G. WHITE, of the City and County of San Francisco, State of California, hereinafter called the Engineer, party of the second part;

W I T N E S S E T H:

That the said party of the first part does hereby engage and employ said Engineer to do the following;

1. To prepare complete plans and specifications for the construction of a pier on the water front of the City of San Diego, in accordance, in a general way, with the preliminary report and plans of August 26, 1922, heretofore submitted by said Engineer.

2. To make necessary preliminary surveys.

3. To supervise the driving of test piles.

4. To supervise the construction of the pier to completion, and for that purpose to furnish a competent resident engineer, and such additional assistants as may be necessary, and also to do the necessary sampling and laboratory testing of the cement, steel, and other materials required in the construction of said pier; also to personally, or by H. E. Squire, an associate engineer, inspect the work at least once a month. Said plans and specifications are to be prepared by said Engineer in the following estimated sequence from the time of commencement thereof:

Dredging, 3 months

Wharves, 5 months

Transit Shed, 7 months

Paving, 8 months

Said City agrees to pay to said Engineer the following sums and as follows:

For the preparation of plans and specifications the sum of Sixteen thousand dollars (\$16,000.00), to be paid as follows:

Five hundred dollars (\$500.00) upon the execution hereof.

Fifteen hundred dollars (\$1500.00) per month thereafter payable upon the 15th day of each month, and continuing until said total amount of Sixteen thousand dollars (\$16,000.00) has been paid, provided, however, that if said plans and specifications be completed before said total sum of Sixteen thousand dollars (\$16,000.00) is paid, then and in that event, the total balance then remaining unpaid shall become presently due and payable.

IT IS FURTHER UNDERSTOOD AND AGREED that included in the preparation of said plans and specifications and in said price of Sixteen thousand dollars (\$16,000.00), to be paid therefor, are the preliminary report and plans of August 26, 1922, and necessary preliminary surveys and supervision of the driving of test piles.

That apart from the foregoing, and wholly independent thereof, the said City agrees to pay said Engineer the following and additional sum of Sixteen thousand dollars (\$16,000.00), to supervise the construction of said pier as above indicated, in the following sums and installments, payable monthly on the 10th day of each month as follows, and upon the following basis, to wit:

An amount on said 10th day of each and every month equal to two per cent (2%) of the estimated value of the work done during the previous month by each person having a contract to build said pier, or any part thereof, based upon the total amount of each said contract, not exceeding the said sum of sixteen thousand dollars (\$16,000.00); provided, however, that if the full sum of sixteen thousand dollars (\$16,000.00) above mentioned, shall not have been paid to said second party at the end of the twentieth month, that then and in that event there shall be paid to said second party, at the end of said twentieth month, such sum as shall make all payments for supervision, to said second party, amount to said sum of sixteen thousand dollars (\$16,000.00); and provided, further, however, that if through

the fault, neglect or omission of the said City of San Diego, or of any contractor employed by said City of San Diego, the contracts for the construction of said pier, or any of them, shall not be fully performed within the period of twenty (20) months from the time of the awarding of the first contract, that thereafter said Engineer shall be entitled to and shall receive monthly his actual cost per month of providing said resident engineer, and assistants, for the actual time in excess of said twenty (20) months, not to exceed, however, five hundred dollars (\$500.00) per month.

Said second party hereby represents that the said work to be done and completed under said plans and specifications to be furnished by said second party, as herein agreed, is such work as can be completed, with reasonable diligence, and without additional cost to the City, for hurrying said work to completion, by a reputable contractor within a period of twenty (20) months from and after the signing of the first contract by such contractor, for said work, with the City of San Diego.

IT IS FURTHER AGREED that should the work of building said pier be stopped after commencement, said Engineer shall receive two per cent. (2%) of the amounts agreed to be paid to Contractors, in and by the contracts existing at the time of the shutting down of the work.

IN WITNESS WHEREOF, the City of San Diego, party of the first part herein, has caused this instrument to be executed by its Harbor Commission thereunto duly authorized, and the said Frank G. White, party of the second part herein, has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
BY M. A. GRAHAM
RUFUS CHOATE
J. W. SEFTON, JR.
Harbor Commission.
Party of the First Part.
FRANK G. WHITE, Engineer.
Party of the Second Part.

I hereby approve the form of the foregoing Contract, this 28th day of September, 1922.

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 between FRANK G. WHITE and THE CITY OF SAN DIEGO, being Document No. 145122.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Frederick H. Sick DEPUTY.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, CALIFORNIA CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Texas, 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 Seven thousand dollars (\$7000.00), 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 7th day of October, 1922.

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, for the additional paving of Pershing Drive, in The City of San Diego, California, from Engineer's Station 60 plus 00.16 to such point on said Pershing Drive as said paving may be carried at the rate of Fifteen cents (15¢) per square foot by the expenditure of \$10,000.00, and such additional paving as may be authorized by the Common Council by resolution at the same rate. All of said additional work to be done in accordance with the terms and specifications outlined in the contract entered into between The City of San Diego and the California Construction Company on the 3rd day of July, 1922, and which contract is contained in Document No. 143662, on file in the office of the City Clerk of said City.

AND WHEREAS, the aforesaid penal sum of Seven thousand dollars (\$7000.00), 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 Act No. 2895a of the Legislature of the State of California, entitled, "An Act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919.

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.

CALIFORNIA CONSTRUCTION CO., INC.
Principal.

By C. E. Blanchard, Pres.
AMERICAN INDEMNITY COMPANY, Surety.
By Theodore P. Strong,
Attorney-in-Fact

(SEAL) ATTEST:

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

On this 7th day of October in the year one thousand nine hundred and twenty two, before me JOHN MCCALLAN, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared THEODORE P. STRONG, Known to me to be the person whose name is subscribed to the within Instrument as the Attorney in fact of the AMERICAN INDEMNITY COMPANY, the corporation described in the within instrument, and also known to me to be the person who executed it on

behalf of the corporation therein named, and the said THEODORE P. STRONG acknowledged to me that he subscribed the name of the AMERICAN INDEMNITY COMPANY thereto as principal and his own name as ATTORNEY IN fact.

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

(SEAL) JOHN MCCALLAN,
Notary Public In and for the City and County of
San Francisco, State of California.
I hereby approve the form of the within Bond, this 9th day of October 1922.
S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 9th day of October, 1922.

VIRGILIO BRUSCHI
JNO A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
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, CALIFORNIA CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and AMERICAN INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Texas, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three thousand five hundred dollars (\$3,500.00), 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 successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 7th day of October, 1922.
THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, for the additional paving of Pershing Drive, in The City of San Diego, California, from Engineer's Station 60 plus 00.16 to such point on said Pershing Drive as said paving may be carried at the rate of fifteen cents (15¢) per square foot by the expenditure of \$10,000.00, and such additional paving as may be authorized by the Common Council by resolution at the same rate. All of said additional work to be done in accordance with the terms and specifications outlined in the contract entered into between The City of San Diego and the California Construction Company on the 3rd day of July, 1922, and which contract is contained in Document No. 143662, on file in the office of the City Clerk of said City.

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

IN WITNESS WHEREOF, the said principal 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.

CALIFORNIA CONSTRUCTION CO., INC.
Principal.
BY C. E. BLANCHARD, PRES.
AMERICAN INDEMNITY COMPANY, Surety
By Theodore P. Strong,
Attorney-in-Fact

(SEAL) ATTEST:
J. DUNN
STATE OF CALIFORNIA)
City and County of San Francisco) ss.

On this 7th day of October in the year one thousand nine hundred and twentytwo, before me, JOHN MCCALLAN, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared THEODORE P. STRONG, known to me to be the person whose name is subscribed to the within Instrument as the Attorney in fact of the AMERICAN INDEMNITY COMPANY, the corporation described in the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named, and the said THEODORE P. STRONG acknowledged to me that he subscribed the name of the AMERICAN INDEMNITY COMPANY thereto as principal and his own name as Attorney in fact.

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

(SEAL) JOHN MCCALLAN
Notary Public In and for the City and County of
San Francisco, State of California.
I hereby approve the form of the within Bond, this 9th day of October, 1922.
S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 9th day of October, 1922.

VIRGILIO BRUSCHI,
JNO A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By Y. A. Jacques, Deputy.

A G R E E M E N T
THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 2nd day of October, 1922, 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 CALIFORNIA CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Contractor, WITNESSETH:

FOR THAT WHEREAS, the above named parties to this agreement on the 3rd day of July, 1922, entered into a contract wherein and whereby said contractor agreed to pave, with an asphalt concrete wearing surface laid upon an asphalt concrete base, of Pershing Drive, in Balboa Park, in The City of San Diego, from the northeasterly end of said Pershing Drive at the northeast corner of said Balboa Park, to Engineer's Station 60 plus 00.16, and also, to pave, with an asphalt concrete wearing surface laid upon an asphalt concrete base, of the

extension of Oregon Street and the extension of Redwood Street in said Balboa Park, connecting with said Pershing Drive, for and at the rate of fifteen cents (15¢) per square foot for said paving; and

WHEREAS, said parties are now desirous of extending the work described in said contract so as to provide for additional paving of said Pershing Drive from said Engineer's Station 60 plus 00.16 to such point on said Pershing Drive as said paving may be carried at the rate of fifteen cents (15¢) per square foot by the expenditure of ten thousand dollars (\$10,000.00), and for such additional paving as may be authorized by the Common Council by resolution at the same rate, NOW, THEREFORE,

It is expressly understood and agreed by and between the parties hereto that in addition to the work agreed to be performed by said contractor in said agreement of July 3rd, 1922, said contractor hereby expressly agrees and undertakes to extend the paving of Pershing Drive from Engineer's Station 60 plus 00.16 to such point on said Pershing Drive as said paving may be carried at the rate of fifteen cents (15¢) per square foot by the expenditure of ten thousand dollars (\$10,000.00), and such additional paving as may be authorized by the Common Council by resolution at the same rate. All of said additional work to be done in accordance with the terms and specifications outlined in the said contract hereinabove referred to; said work to be paid for at the rate of fifteen cents (15¢) per square foot, and in accordance with the terms and conditions of said contract.

It is the intent and purpose of the parties to this agreement, in the execution thereof, to extend said contract of July 3rd, 1922, so as to provide for additional paving on Pershing Drive at the same rate, and in accordance with the terms, conditions, plans and specifications of said contract.

IN WITNESS WHEREOF, this agreement 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 these presents to be executed, and its corporate name and seal to be hereto attached, by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel.

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

By Y. A. Jacques, Deputy.

CALIFORNIA CONSTRUCTION CO., INC.

BY C. E. BLANCHARD, PRES.

I hereby approve the form of the foregoing Agreement, this 2nd day of October, 1922.

S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between THE CALIFORNIA CONSTRUCTION COMPANY and THE CITY OF SAN DIEGO, being Document No. 145375½.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY

Allen H. Wright

DEPUTY.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, G. R. DALEY, of The City of San Diego, California, as principal, and D. H. Shreve and B. H. Daley, residents of the County of San Diego, State of California, as sureties, are held and firmly bound unto all persons, companies or corporations who perform labor 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 Six hundred sixty dollars (\$660.00), good and lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of November, 1922.

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 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 paving, with an asphalt wearing surface, of the roadway of the Thirtieth Street Bridge over the Switzer Canyon, in The City of San Diego, California; all in accordance with the plans and specifications therefor contained in Document No. 145345, filed in the office of the City Clerk of said City October 9, 1922; a copy of which said plans and specifications 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 Six hundred sixty dollars (\$660.00), 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 Act No. 2895a of the Legislature of the State of California, entitled, "An Act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919.

IN WITNESS WHEREOF, said principal and sureties have hereunto subscribed their names, the day and year first hereinabove written.

G. R. DALEY, Principal.

D. H. Shreve

B. H. Daley,

Sureties.

STATE OF CALIFORNIA,)

)SS.

COUNTY OF SAN DIEGO,)

On this 17th day of November A.D., 1922, before me, Valeria Munter a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared D.H.Shreve and B.H.Daley, personally known to me to be the persons whose names 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.

VALERIA MUNTER

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

(SEAL)

My Commission expires Dec. 12, 1925.

I hereby approve the form of the within Bond, this 20th day of November, 1922.

S. J. HIGGINS,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 27th day of November, 1922.

VIRGILIO BRUSCHI

JNO A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL

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, G. R. DALEY, of The City of San Diego, California, as principal, and D. H. Shreve and B. H. Daley, 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 thirty dollars (\$330.00), 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 17th day of November, 1922.

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 The City of San Diego, California, to-wit: The paving, with an asphalt wearing surface, of the roadway of the Thirtieth Street Bridge over the Switzer Canyon, in The City of San Diego, California; all in accordance with the plans and specifications therefor contained in Document No. 145345, filed in the office of the City Clerk of said City October 9, 1922; a copy of which said plans and specifications 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 and sureties have hereunto subscribed their names, the day and year first hereinabove written.

G. R. DALEY, Principal

D.H.Shreve

B.H.Daley,

Sureties

STATE OF CALIFORNIA,)

)SS.

County of San Diego,)

On this 17th day of November A.D., 1922, before me, Valeria Munter a Notary Public in and for the said County of San Diego, State of California, residing therein, duly, commissioned and sworn, personally appeared D.H.Shreve and B.H.Daley personally known to me to be the persons whose names 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.

VALERIA MUNTER

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

(SEAL)

My Commission expires Dec.12,1925.

I hereby approve the form of the within Bond, this 20th day of November, 1922.

S. J. HIGGINS, City Attorney.

Approved by the majority of the members of the Common Council of the City of San Diego, California, this 27th day of November, 1922.

VIRGILIO BRUSCHI

JNO A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By Y. A. Jacques, Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 13th day of November, 1922, 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 G. R. DALEY, 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 paving, with an asphalt wearing surface, of the roadway of the Thirtieth Street Bridge over the Switzer Canyon, in The City of San Diego, California; all in accordance with the plans and specifications therefor contained in Document No. 145345, filed in the office of the City Clerk of said City October 9, 1922; a copy of which said plans and specifications contained in said Document No. 145345 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:

Asphalt concrete wearing surface, per square foot, nine (9) cents;

Said contractor agrees to commence said work within fifteen (15) 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 execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of nine (9) cents per square foot for said paving, 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 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 materials 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 plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further that he will protect from the elements all the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials and supplies to be used in the performance of said work, by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Further, said contractor agrees to save said The 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 1917.

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 1917, 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 subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 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.

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.

By Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel.

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

By Y. A. Jacques, Deputy.

G. R. DALEY, Contractor.

S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between G.R.DALEY and The City of San Diego, being Document No. 146247.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
BY Armed H. Sick DEPUTY.

L E A S E

THIS INDENTURE OF LEASE, made this 11th day of December, 1922, 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. 8828 of the ordinances of The City of San Diego, authorizing the execution of this lease, and W. F. STEIGERWALD, 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:

Beginning at a point which bears south 28°23'30" west 167.38 feet from the most southerly corner of Lot 18 of the Subdivision of a portion of Pueblo Lot 1311 according to the map thereof on file in the office of the City Engineer of the City of San Diego, California, being File No. 1081-L; thence south 0°52'30" west a distance of 75.89 feet to a point; thence south 89° 07' 30" east a distance of 174.11 feet to a point; thence north 0°52'30" east a distance of 174.29 feet to a point, said point being south 61°47'30" east 108.86 feet from the most southerly corner of said Lot 18 of the Subdivision of a portion of Pueblo Lot 1311; thence south 61°24' west a distance of 200 feet to the point or place of beginning.

for a term beginning on the 16th day of November, 1922, to and until the 31st day of December, 1922, and for a further term beginning on said 31st day of December, 1922, and ending on the 31st day of December, 1926, upon written notice filed by said Lessee with said Common Council on or before the 20th day of December, 1922, stating that said Lessee desires to extend said period to until said 31st day of December, 1926.

The rental for said premises shall be as follows: Five dollars (\$5.00) per month to and until the 31st day of December, 1922; and in the event said Lessee shall desire to extend said period, then the rental shall be Ten Dollars (\$10.00) per month from January 1st, 1923, until January 1st, 1924, and thereafter the rental shall be determined by the Manager of Operation each year during said term.

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 peaceably and quietly surrender the possession of said premises, together with all improvements of any kind or character now or hereafter situated or placed on any of said land, to The City of San Diego, in as good state and condition as reasonable use thereof will permit.

Said Lessee further covenants and agrees that he will not assign his interest in said lease or in the lands hereby leased, and that he will not sublet the same without the consent of the Common Council of said City, in writing, having first been obtained.

Said Lessee further covenants and agrees to use and maintain said property for camping and amusement grounds, and the maintenance thereon of a store and restaurant. In the event that said lessee attempts to use said lands for any other purpose then and in that event this lease shall immediately terminate and expire.

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

THE CITY OF SAN DIEGO,
By Virgilio Bruschi
Jno A. Held
Fred A. Heilbron
Don M. Stewart
Members of Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
BY Y. A. JACQUES, DEPUTY.

I hereby approve the form of the foregoing Lease, this 8th day of December, 1922.
W. F. Steigerwald, Lessee.
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 between W. F. STEIGERWALD and THE CITY OF SAN DIEGO, being Document No. 146820.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
BY Armed H. Sick DEPUTY.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, E. C. LIPSCOMB and E. E. DUTTON co-partners, doing business under the co-partnership name of LIPSCOMB & DUTTON, 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 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 three thousand dollars (\$3,000.00), good and lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of December, 1922.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the principals above named have 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, to-wit:

(First) The salvaging of approximately five thousand (5000) lineal feet of thirty-six inch wood stave pipe (2 x 6 redwood stock) now submerged in from one to thirty feet of water in Lower Otay Reservoir; and

(Second) The salvaging of approximately thirteen hundred (1300) lineal feet of

thirty-six inch wood stave pipe (2 x 6 redwood stock) now partially submerged in the Lower Otay Reservoir.

AND WHEREAS, the aforesaid penal sum of three thousand dollars (\$3000.00), 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 Act No. 2895a of the Legislature of the State of California entitled, "An Act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919.

IN WITNESS WHEREOF, the said E. C. Lipscomb and E. E. Dutton have hereunto subscribed their names, 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.

E. C. LIPSCOMB

E. E. DUTTON

Co-partners, doing business under the Co-partnership name of Lipscomb & Dutton.

Principals

MARYLAND CASUALTY COMPANY

Surety.

By F. F. Edelen

Its Attorney-in-fact.

Countersigned:

Geo. D. Easton

(Seal) Its Attorney-in-fact.

STATE OF CALIFORNIA,)

) SS

COUNTY OF SAN DIEGO,

On this 13th day of December, 1922 before me, Clarence A. Moore, Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Geo. D. Easton, known to me to be the attorney in fact, and F. F. Edelen, known to me to be the Attorney in fact of the Maryland Casualty Company, of Baltimore, Maryland, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Maryland Casualty Company, of Baltimore, Maryland, thereto and their own names as attorneys in fact.

I FURTHER CERTIFY, That said bond was executed by said Geo. D. Easton and F. F. Edelen in my presence, and that their signatures thereto are genuine.

CLARENCE A. MOORE

Notary Public in and for the County of San Diego,

(SEAL)

State of California.

I hereby approve the form of the within Bond, this 14th day of December, 1922.

S. J. HIGGINS, City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 8th day of January, 1923.

Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel.

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, E. C. LIPSCOMB and E. E. DUTTON, Co-partners, doing business under the co-partnership name of LIPSCOMB & DUTTON, 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 Fifteen hundred dollars (\$1500.00), 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 13th day of December, 1922.

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, and other expense of every kind and description necessary or incidental to the performance of the following work, to-wit:

(First) The salvaging of approximately five thousand (5000) lineal feet of thirty-six inch wood stave pipe (2 x 6 redwood stock) now submerged in from one to thirty feet of water in Lower Otay Reservoir; and

(Second) The salvaging of approximately thirteen hundred (1300) lineal feet of thirty-six inch wood stave pipe (2 x 6 redwood stock) now partially submerged in the Lower Otay Reservoir.

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 E. C. LIPSCOMB and E. E. DUTTON have hereunto subscribed their names, 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.

E. C. LIPSCOMB

E. E. DUTTON

Co-partners doing business under the Co-partnership name of Lipscomb & Dutton.

MARYLAND CASUALTY COMPANY, Surety.

BY F. F. EDELEN

Its Attorney-in-fact.

COUNTERSIGNED:

GEO. D. EASTON,

Its Attorney-in-fact.

(Seal)

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

On this 13th day of December 1922, before me, Clarence A. Moore, Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Geo. D. Easton, known to me to be the attorney in fact, and F. F. EDELEN, known to me to be the attorney in fact of the Maryland Casualty Company, of Baltimore, Maryland, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Maryland Casualty Company, of Baltimore, Maryland, thereto and their own names as attorneys in fact.

I FURTHER CERTIFY, That said bond was executed by said Geo. D. Easton and F. F. Edelen in my presence, and that their signatures thereto are genuine.

CLARENCE A. MOORE

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

(SEAL)

I hereby approve the form of the within Bond, this 14th day of December, 1922.

S. J. HIGGINS,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 8th day of January, 1923.

VIRGILIO BRUSCHI

JNO A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL.

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT,

City Clerk

BY Y. A. JACQUES, DEPUTY.

C O N T R A C T.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this _____ day of December, 1922, 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 E.C. Lipscomb and E.E. Dutton, co-partners, doing business under the co-partnership name of Lipscomb & Dutton, 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 and other expense of every kind and description necessary or incidental to the performance of the following work, to-wit:

(First) The salvaging of approximately five thousand (5000) lineal feet of thirty-six inch wood stave pipe (2 x 6 redwood stock) now submerged in from one to thirty feet of water in Lower Otay Reservoir; and

(Second) The salvaging of approximately thirteen hundred (1300) lineal feet of thirty-six inch wood stave pipe (2 x 6 redwood stock) now partially submerged in the Lower Otay Reservoir.

In the performance of said work, the contractors hereby expressly undertake and agree to abide by the following conditions:

DEFINITION OF SUBMERGED AND PARTIALLY SUBMERGED WOOD STAVE PIPE: Any wood pipe which is submerged in water over its top shall be considered as submerged pipe, and the material salvaged from such pipe will be paid for according to the rate bid on item. Any wood pipe which is lying in the water, but which is not completely covered by water, shall be considered as partially submerged pipe, and the materials salvaged from such pipe will be paid for according to the rate bid on item.

METHOD OF DISMANTLING 36" WOOD STAVE PIPE. The contractors may employ any methods they see fit in salvaging the 36" wood stave pipe, provided, however, that they shall not employ any method which will in the opinion of the engineer injure any of the materials of which the pipe is constructed.

LOSS OR DAMAGE TO MATERIALS IN SALVAGING 36" WOOD STAVE PIPE.

The number of bands and shoes and lineal feet of staves comprising each section of pipe to be salvaged is known and the contractors will be required to recover all materials of which the pipe is built, except in such cases where the Hydraulic Engineer considers it impractical to recover the same.

The basis for payment of all salvaged material shall be made upon the measurement or count of the material after it has been reclaimed in accordance with these specifications and acceptable to the Engineer.

SORTING AND PILING SALVAGED MATERIALS. The pipe staves salvaged by the Contractors shall be piled in an orderly manner, crib fashion, similar to the method used in piling green lumber, in order to facilitate rapid drying, and at convenient locations along the line of the salvage work, well above the flood flow line of the Lower Otay Reservoir. No pile of staves shall contain less than five thousand (5000) lineal feet of staves.

Pipe bands shall be securely tied with wire in neat bundles of ten bands per bundle, and the bundles shall be placed in piles at convenient locations along the line of the work and well above the flood flow line of the Lower Otay Reservoir. No pile of bands shall contain less than ten bundles. The shoes and tongues shall be sorted and placed in gunny sacks or grain bags. No bag shall contain more than one hundred (100) pounds by weight of either tongues or shoes. The bags shall be placed in piles at convenient locations along the work, and well above the flood flow line of the Lower Otay Reservoir.

Said contractors agree to do and perform all of the said work at and for the following prices, to-wit:

Salvaging submerged pipe, per lineal foot, \$1.00;

Salvaging partially submerged pipe, per lineal foot, 34 cents.

Said contractors agree to commence said work within five (5) 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 sixty (60) days from and after the date of the execution 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 the proper fund of said City, the sum of one dollar (\$1.00) per lineal foot for salvaging submerged pipe, and thirty-four cents (34 cents) per lineal foot for salvaging partially submerged pipe; said sums to be paid in the following manner, to-wit:

The Hydraulic Engineer shall, at the end of each week during which the said work is to be performed by said contractors under this contract, make an estimate of the amount of work properly performed and completed and in such condition as to be accepted by the said City, and upon such estimate being made and reported to the Auditing Committee of said City, seventy-five per cent. (75%) of the amount so estimated by the Hydraulic Engineer to be completed shall be paid, and twenty-five per cent. (25%) of the whole estimate on all work performed shall remain unpaid until thirty-five days from the time that the Hydraulic Engineer shall notify the Board of Water Commissioners of said City in writing that this agreement has been fully and acceptably performed, and thereupon, upon proof that all charges for labor and material have been paid, any balance remaining unpaid shall be paid to said contractors.

Said City further agrees that it will allow said contractors the use of the mess and dormitory buildings now at Lower Otay, and will furnish water and light to said contractors during the period of said work.

As The City of San Diego is now installing flash gates at the Lower Otay Dam for the purpose of impounding more water in the Lower Otay Reservoir, and that upon the completion of said gates water from the Morena Reservoir and Barrett Reservoir will be turned into the Dulzura Conduit, thus raising the water of the Lower Otay Reservoir approximately one-half inch or more a day, it is expressly understood and agreed by and between the contractors and said City that the increase of water in the Lower Otay Reservoir, and the raising of said water level, will in no way obligate said City to pay more than the contract price hereinabove stated.

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 Board of Water Commissioners 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 specifications contained in this contract as the same may be interpreted in case of dispute or question by the Board of Water Commissioners of said City.

The work herein provided for shall be conducted under the general direction of the Board of Water Commissioners of said City, and under the immediate supervision of the Hydraulic Engineer of said City, or such other official or officials as said Board of Water Commissioners may appoint.

The right is reserved to make such changes in the execution of the work to be done under this contract as in the judgment of the Board of Water Commissioners may be deemed necessary or expedient to carry out the intent of this contract, provided that the cost to the contractors 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 agree to save said The 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 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 1917.

Said contractors further agree to furnish said The 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 contractors against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, 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 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 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 Section 653c of the Penal Code of the State of California.

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 Board of Water Commissioners or Hydraulic Engineer 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 the 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 Board of Water Commissioners of said City, under and pursuant to a resolution authorizing such execution, and said contractors have hereunto subscribed their names, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
BY: FREDERICK M. WHITE
CHAS. T. CHANDLER
BOARD OF WATER COMMISSIONERS.

E. C. LIPSCOMB
E. E. DUTTON

Co-partners doing business under the co-partnership
name of Lipscomb & Dutton, Contractors.

I hereby approve the form of the foregoing contract this 22nd day of December, 1922.
S. J. HIGGINS,
City Attorney.

Recommended for execution.
H.N. Savage, Hydraulic Engineer.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the City of San Diego and Lipscomb and Dutton, being Document No. 147449.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Fred H. Lick DEPUTY.

C O N T R A C T

Between the United Dredging Company and the City of San Diego for dredging site of Municipal Pier #2.

L E A S E .

THIS INDENTURE OF LEASE, made this 15th day of January, 1923, 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 authority conferred by Ordinance No. 8877 of the ordinances of The City of San Diego, authorizing the execution of this lease, and D. A. BAKER, GRACE B. DIFFENDORF, AND UNION TRUST COMPANY OF SAN DIEGO, AS GUARDIAN OF THE ESTATE OF AMELIA B. BAKER, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessees, 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 northerly portion of Pueblo Lot 1355 of the Pueblo Lands of The City of San Diego, more particularly described as follows, to wit:

Beginning at a concrete monument at the northwesterly corner of Pueblo Lot 1355; thence South 47°02'54" East, along the easterly line of The City of San Diego 2434.17 feet to a concrete monument; thence South 74°34'13" West 1266.4 feet to a concrete monument; thence north 15°41'47" West, 2073.08 feet to the point of beginning.

Also, the following Pueblo Lands situate in the County of San Diego, State of California, known and numbered as follows:

All that certain portion of Pueblo Lots 1314, 1315, 1316, 1317, 1318, 1319, 1321, 1322, 1327 and 1351, as shown on the plat attached hereto, marked 184-D and made a part hereof, containing 710.19 acres, said lands being those lands included within lines marked in red on said plat;

Also that portion of Pueblo Lot 1336 particularly described as follows:

Beginning at the northeast corner of said Pueblo Lot 1336; thence north 89°42'40" west, along the north line of said Pueblo Lot 1336, a distance of 1330 feet to a point; thence south 38°43'10" east, 552.36 feet to a point; thence south 7°27' west, 551.97 feet to a point; thence south 26°02'40" east, 613.55 feet to a point; thence south 85°05'50" east, 368.05 feet to a point; thence south 55°55'30" east, 492.09 feet to a point on the east line of said Pueblo Lot 1336; thence north along the said east line of Pueblo Lot 1336 a distance of 1830 feet to the point or place of beginning, containing 36.14 acres, as shown on the plat attached hereto marked 581-B and made a part hereof, and being those lands included within the lines marked in red on said plat, for a term beginning January 1, 1923, and ending on the 31st day of December, 1923, at a rental of five hundred twenty-one dollars (\$521.00) for said term, payable in advance.

And said lessees do 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 Lessees will peaceably and quietly surrender the possession of said premises, together with all improvements of any kind or character now or hereafter situated or placed on any of said land, to The City of San Diego, in as good state and condition as reasonable use thereof will permit.

Said lessees further covenant and agree that they will neither construct upon or remove from said lands, any fences, without the consent of the manager of Operation of said The City of San Diego.

Said Lessees further covenant and agree that they will not assign their interest in said lease or in the lands hereby leased, and that they will not sublet the same without the consent of the Common Council of said City, in writing, having first been obtained.

Said Lessees further covenant and agree to use and maintain the property first hereinabove described for pasturage and agricultural purposes only, and covenant and agree to use the lands designated in the plat marked 184-D attached hereto, for pasturage purposes only, and covenant and agree to use the property last hereinabove described and designated on the attached plat marked 581-B, for pasturage and agricultural purposes only. In the event that said lessees attempt to use said lands for any other purpose then and in that event this lease shall immediately terminate and expire.

And said City does hereby covenant, promise and agree that said Lessees, 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 Lessees have hereunto affixed their signatures, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

BY VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

EDN M. STEWART

HARRY K. WEITZEL

MEMBERS OF THE COMMON COUNCIL.

(SEAL) ATTEST:

ALLEN H. WRIGHT,

City Clerk.

BY Y. A. JACQUES, DEPUTY.

GRACE B. DIFFENDORF

D. A. BAKER

Union Trust Company of San Diego

By C.H. English Trust Officer
as Guardian of the Estate of Amelia
B. Baker. (Seal)

I hereby approve the form of the foregoing Lease, this 5th day of January, 1923.

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 between THE CITY OF SAN DIEGO and D. A. BAKER ET AL, being Document No. 147392.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Fred W. Lick DEPUTY.

AGREEMENT OF LEASE.

THIS AGREEMENT, made and entered into this 31st day of January, 1923, 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 The 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, 1923, to and including the 31st day of December, 1923, 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 for grazing purposes only, and for no other purpose 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, damage 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 has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

E. T. LOCKYER,

Lessee.

I HEREBY APPROVE the form of the foregoing Lease, this 27th day of December, 1922

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between THE CITY OF SAN DIEGO and E. T. LOCKYER, being Document No. 147215.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

BY Fred W. Lick DEPUTY.

MUNICIPAL PIER CONTRACT

THIS INDENTURE OF AGREEMENT, made and entered into at San Diego, California, this 13th day of February, 1923, by and between the City of San Diego, a municipal corporation of the County of San Diego and State of California, party of the first part, and hereinafter sometimes known as the Lessor, and PACIFIC STEAMSHIP COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maine, party of the second part, and hereinafter known as the Lessee, WITNESSETH:

FOR THAT WHEREAS, said lessor is the owner of and in possession of a certain pier constructed by it in the Bay of San Diego, which pier, commonly known as the Municipal Pier, is located in said San Diego Bay at the foot of Broadway, in said City, and

WHEREAS, it is the desire of said lessor to lease to said lessee and of said lessee to lease from lessor, a portion of said pier, upon certain conditions in this contract set forth, and as required by that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tide lands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved May 1, 1911, and amendments thereto.

NOW, THEREFORE, IN CONSIDERATION OF THE mutual covenants and agreements hereinafter set forth and by the respective parties hereto undertaken and agreed upon, said City of San Diego, a municipal corporation, and said Pacific Steamship Company, a corporation, contract and agree as follows:

FIRST: The Lessor, for a period of five years from and after the date of the execution of this instrument, grants to the lessee the right to use and occupy, for pier and wharf purposes, for the loading and unloading of vessels, and for no other use or purposes, a space of two hundred feet beginning at door No. 20 and extending east the full width of the warehouse constructed thereon, with the exception, however, of a space sixteen (16) feet wide running in an easterly and westerly direction through the center of said leased space, which said reserved space, sixteen (16) feet wide as aforesaid, is to be used as a driveway by the lessee and the lessor and such other persons as the lessor may authorize to cross

said leased space; and the lessor further grants to the lessee the use of the berthing space on the south side of said Municipal Pier, which berthing space has specially constructed slips to fit steamers operated by lessee; provided, however, that the said lessee shall, in using said space, be subjected to and shall abide by the rules as set forth in Ordinance No. 5856 of the ordinances of The City of San Diego, entitled, "An ordinance establishing rules and regulations for governing of all piers, wharves, bulkheads and landings, owned and operated by The City of San Diego, California", approved October 14, 1914.

In addition to space hereinabove set aside for use of said lessee, it shall also be entitled to the use and occupancy of the office rooms on the ground floor of the south side at the front of the Administration Building, located on said pier, said office space to be used as freight and passenger office only, and in addition to said office space, lessee shall also be entitled to the use and occupancy of the waiting room located in the Administration Building. In addition to the above mentioned office space and waiting room, lessee shall also be entitled to the use and occupancy for filing and general office purposes, of room on second floor located in the Administration Building.

For and in consideration of the office space thus set aside, the lessee agrees to pay a rental of thirty dollars (\$30.00) per month, payable monthly and in advance, said rental to commence as of October first, Nineteen hundred and twenty-two.

In consideration of certain alterations in office space performed at the expense of the lessee, it is agreed that the above mentioned office rental shall be withheld by the lessee until such time as he shall be fully reimbursed for expense entailed in altering the premises, and thereafter the rental shall accrue unto the lessor.

SECOND: The lessor hereby undertakes and agrees to place at the disposal of said lessee certain wharf equipment consisting of a landing stage, gangways, two-wheeled trucks and four-wheeled trucks, all of which equipment may be used by the lessee in the handling of Passengers and cargo. Said equipment shall be kept in good order and condition by the lessor, and all breakage of equipment shall be paid for by said lessee.

The lessee agrees to pay for the use of two-wheeled trucks and four-wheeled trucks as follows:

Four-wheeled trucks - 7-1/2 cents per hour

Two-wheeled trucks - 5 cents per hour

THIRD: The lessor agrees to maintain on said Municipal Pier and in said Administration Building and warehouse located thereon, a lighting system and fire fighting equipment of a character and of such degree of efficiency as the lighting system and fire fighting equipment at this time located thereon. Any changes in either the lighting system or the fire fighting equipment located on said pier and in said buildings shall be made upon consent of both parties hereto, unless the parties hereto are unable to agree upon such change, in which event such change may be made as shall meet the approval of the Chief of the Fire Department of said The City of San Diego.

FOURTH: The Lessor agrees to maintain at all times, during the term of the lease, a watchman for the full period of twenty-four hours during each and every day of the term hereof.

FIFTH: Repairs to the pier and the buildings located thereon shall be made and the expense thereof shall be borne by the lessor, save and excepting any repairs or maintenance that may be caused by the carelessness or negligence of the lessee or any of its agents, servants or employees. The expenses of repair occasioned or damage done through the negligence or carelessness of the lessee, its agents, servants or employees, shall be borne by said lessee.

SIXTH: Upon the south half of the Administration Building located upon said pier, said lessee may place appropriate signs to advertise its business, providing always, however, that such signs shall, before erection thereof upon said Administration Building, be approved by the Common Council of said The City of San Diego.

SEVENTH: ADJACENT to said pier, and for a certain distance therefrom, the lessor shall maintain within certain areas, certain depths of water, which areas and depths of water to be maintained by said The City of San Diego are more particularly shown upon Sheet No. 3 of said Plans, attached hereto and marked "Exhibit A".

EIGHTH: Upon first securing the written consent and approval of the Harbor Master of said The City of San Diego, the lessee shall be permitted to dock vessels on the north side of said pier, subject, always, to the conditions and provisions herein specified for the docking of vessels on the south side of said pier.

NINTH: The lessee agrees and covenants to use said Municipal Pier as the landing place for all of the vessels owned and controlled by it which may call at the port of San Diego, California, during the term of this lease, provided, however, that nothing herein contained shall be construed as prohibiting the lessee from having its vessels call at other docks, piers or wharves in San Diego Bay, where it may have freight which cannot be advantageously handled at the Municipal Pier or to meet certain traffic conditions or agreements, or in case of disaster to the Municipal Pier which shall prevent its full and perfect operation.

TENTH: The lessee, in consideration of the use of said Pier, warehouse, Administration Building and wharf equipment, agrees and hereby undertakes to pay to the City Treasurer of said The City of San Diego, the dockage and wharfage charges prescribed and determined by that certain ordinance of the City of San Diego, numbered 5856 and entitled, "An ordinance establishing rules and regulations for governing of all piers, wharves, bulkheads and landings, owned and operated by The City of San Diego, California," approved October 14, 1914, provided, always, however, that in the event such ordinance shall be amended or changed in any manner, said lessee agrees to be bound by the terms of such amendment.

ELEVENTH: The lessee shall have the option of renewing this agreement for a further period of five years from and after the termination hereof, upon the same terms and conditions as are herein set forth, provided that said lessee shall give said lessor written notice of its election to renew said lease, at least sixty (60) days prior to the expiration of the terms herein provided for.

Pursuant to the requirements of Section four of Act 3158A of the Legislature of the State of California, and being an Act entitled, "An Act conveying certain tide lands and land lying under inland navigable waters situate in the Bay of San Diego to The City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved May 1, 1911, and amendments thereto, there is hereby reserved to the Common Council of The City of San Diego the right and privilege by ordinance to annul, change or modify this lease as in their judgment may seem proper.

IN WITNESS WHEREOF, said Lessor, the City of San Diego, a municipal corporation, has caused this instrument to be executed by a majority of the members of the Common Council of said City, pursuant to a resolution authorizing such execution, and said Lessee, Pacific Steamship Company, a corporation, has caused this instrument to be executed and its corporate name and seal to be hereto affixed by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

By Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel

Members of the Common Council.

(SEAL) ATTEST:
Allen H. Wright, City Clerk.
By Fred W. Sick, Deputy.

PACIFIC STEAMSHIP COMPANY,
BY R Stanley Dollar
Vice President.

(SEAL) ATTEST:
J. H. COOPER,
Secretary.

Form Approved
W.O. Johnson, Attorney

I HEREBY APPROVE the form of the foregoing Municipal Pier Contract, this 11th day of December, 1922.

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 between the City of San Diego and Pacific Steamship Company, being Document No. 148082.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California..

BY Fred W. Sick DEPUTY.

L E A S E

THIS LEASE, made this 26th day of February 1923, 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. 8927 of the ordinances of The City of San Diego, authorizing the execution of this lease, and D. W. RANNELLS, Jr., hereinafter designated as the Lessee, WITNESSETH:

That the said City, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the said lessee, to be paid, kept and performed, 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:

A strip of land 100 feet by 200 feet in Pueblo Lot 1311 of the Pueblo Lands of San Diego, California, described as follows:

Beginning at a point which bears North 43 degrees 55 minutes East, 163.27 feet from Engineer's Station No. 21 plus 57.78, located on the center line of Roosevelt Memorial Drive, as shown upon Plan No. 761-L on file in the City Engineer's Office; thence North 26 degrees 48 minutes 30 seconds East, a distance of 200 feet; thence North 63 degrees 11 minutes 30 seconds West a distance of 100 feet; thence South 26 degrees 48 minutes 30 seconds West, a distance of 200 feet; thence south 63 degrees, 11 minutes 30 seconds East, a distance of 100 feet to the point or place of beginning, for a term beginning with the 1st day of January, 1923, and ending with the 31st day of December, 1926.

To have and to hold the said demised premises unto the said lessee for his sole and proper use and benefit, for and during the term aforesaid, together with all the tenements and hereditaments thereunto appertaining.

It is agreed by said lessee that he will pay as rental for said premises, in advance, on the first day of each month, the sum of Ten dollars (\$10.00) per month from the 1st day of January, 1923, to and until the 1st day of January, 1924, and until another and different monthly rental shall be fixed by the Manager of Operation of the said City; that the monthly rental to be paid by said lessee during the remaining portion of said term shall be fixed each year by the Manager of Operation of the City of San Diego, at such time as may suit his convenience, and said lessee hereby agrees to pay said City such sum as may be so fixed by said Manager of Operation, and such sum shall be paid monthly in advance, on the first day of each month, by said lessee to said lessor.

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.

Said lessee further covenants and promises and agrees to use and maintain said property for the conducting thereon of an oil station, and it is agreed that if said premises are used for any purpose other than those herein specified, or if 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 Virgilio Bruschi
Jno A. Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel.
Members of the Common Council

(SEAL) ATTEST:
Allen H. Wright, City Clerk.
By Y. A. Jacques, Deputy.

D. W. RANNELLS, JR.
Lessee.

I hereby approve the form of the foregoing lease, this 18th day of January, 1923.
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 between The City of San Diego, California, and D. W. Rannells, Jr., being document No. 148237.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California..

BY Fred W. Sick DEPUTY.

L E A S E

THIS LEASE, made and entered into this 22nd day of January, 1923, between The City of San Diego, a municipal corporation, in the County of San Diego, State of California, party of the first part, and Mrs. 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 14th day of September, 1922, to wit, to and including the 14th day of September, 1923.

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 dollars (\$20.00) 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 to the said 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 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 Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel.

Members of the Common Council, Party of the first part.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk.

I hereby approve the form of the foregoing Lease, this 2nd day of December, 1922.

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 between The City of San Diego and Mrs. S. B. Ames, being Document No. 146676.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By

Stiles M. Johnson

Deputy

L E A S E

THIS AGREEMENT, made and entered into this 5th day of March, 1923, by and between THE CITY OF SAN DIEGO, a municipal corporation hereinafter referred to as the Lessor, and CARL NIEMANN, of the City of San Diego, State of California, hereinafter referred to as the Lessee; WITNESSETH:-

That the said Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and contained on the part and behalf of the said Lessee to be paid, kept and performed, does hereby lease unto the said Lessee for a term ending December 1st, 1923, all those certain premises in the City of San Diego, County of San Diego, State of California, particularly described as follows, to-wit:

The Northwest Quarter (N.W. 1/4) of Pueblo Lot No. 1329, and that portion of Pueblo Lot No. 1329 lying South of Lot 27, Sorrento;

To have and to hold the said demised premises unto the said Lessee for his sole and proper use and benefit for and during the said term together with all the tenements and hereditaments thereunto appertaining.

In consideration whereof the said Lessee hereby covenants and agrees to and with said Lessor that he will occupy, till and in all respects cultivate the premises above-mentioned during the term aforesaid in a farmer-like manner and according to the usual course of farming practiced in the neighborhood; that he will not permit any waste or damage, nor suffer any to be done; that he will at his own cost and expense keep the fences on said premises in good repair, reasonable wear thereof and damages by the elements excepted; and that he will deliver to the said Lessor or to its duly authorized agent one-fifth (1/5) of all the proceeds and crops produced upon the said Northwest Quarter (N.W. 1/4) of Pueblo Lot No. 1329, which said proceeds and crops shall be divided on the said premises in stack and sack and within a reasonable time after such crops shall have been gathered and harvested.

It is further understood and agreed that as part of the rental for said premises said Lessee shall, and he hereby agrees to, fence that portion of Pueblo Lot No. 1329 lying South of Lot No. 27, Sorrento, with a barbed wire fence which shall consist of four (4) strands attached to posts which shall be set such distance apart as the Superintendent of the Pueblo Farm of the City of San Diego may advise said Lessee.

Said fence shall be erected within four months after the execution of this agreement, and shall be erected at the expense of said Lessee who hereby agrees to furnish all material and labor therefor.

It is further understood and agreed between said parties that the said Lessee shall find all seed or seeds necessary to be sown on said premises, and that the said Lessee shall pay all taxes and assessments upon the same; that the said Lessee is to do, or cause to be done, all necessary work and labor in and about the cultivation of said premises; that said lessee is to give up and yield peaceable possession of said premises at the expiration of said term.

Said Lessor shall furnish on said premises at the proper time sacks sufficient to

hold all of the crop coming to said Lessor under the terms of this agreement.
IN WITNESS WHEREOF the said Lessor has caused this agreement to be executed by a majority of its Common Council thereunto duly authorized, and the said Lessee has hereunto set his hand this 5th day of March, 1923.

CITY OF SAN DIEGO,
By Virgilio Bruschi
Jno A. Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel
Members of the Common Council.

SEAL ATTEST:
Allen H. Wright,
City Clerk.

I hereby approve the form of the foregoing Lease, this 17th day of February, 1923.
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 between The City of San Diego and Carl Niemann, being Document No. 148607.
ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Stiles M. Johnson DEPUTY.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That ROBERT H. WINN, of the City of San Diego, County of San Diego, State of California, doing business under the fictitious name of ROBERT H. WINN CO., as principal, and, Union Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Louisiana, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Thirty-two hundred fifty --dollars (\$3250.00), 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 2d day of March, 1923.
THE CONDITION OF THE ABOVE 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 thirty-five hundred (3500) barrels of Portland cement, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract 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 has hereunto subscribed his name, and the said surety has caused these presents to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

ROBT. H. WINN
Doing business under the fictitious name of
ROBERT H. WINN CO.
Principal.

(SEAL) Union Indemnity Co.
Surety.
By Gilman A. Gist
Its attorney in fact.

ATTEST:
Martha A. Gillis
State of California)
ss.
County of San Diego)

On this 21st day of March 1923 before me appeared Gilman A. Gist to me personally known, who, being by me duly sworn, did say he is the Agent and Attorney-in-fact of the UNION INDEMNITY COMPANY OF NEW ORLEANS, LA.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Gilman A. Gist acknowledged that he executed said instrument as such Agent and Attorney-in-fact and as the free act and deed of said corporation.

JUANITA B. RIBLET
Notary Public San Diego County
My commission expires Oct. 27, 1926
(SEAL) I hereby approve the form of the within Bond, this 22nd day of March 1923.
S. J. HIGGINS,
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 22nd day of March, 1923.

JNO A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.
(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, 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 March, A.D. 1923, 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, by and through the Harbor Commission of said City, hereinafter sometimes designated as the City, and ROBERT H. WINN, of The City of San Diego, California, doing business under the fictitious name of ROBERT H. WINN CO., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City thirty-five hundred (3500) barrels of Portland Cement to be used in the construction of Municipal Pier No. 2, and all in accordance with the following specifications:

Quality: Portland cement capable of passing specifications of American Society for Testing Materials, Serial designation C9-21.

Sampling and Testing: Samples to be taken at random from delivered product. Testing to be under direction of Engineer for Municipal Pier No. 2. Acceptance to be based on results of 28 day tests, unless otherwise ordered by the Engineer.

Said cement shall be furnished and delivered in serviceable cloth sacks, f.o.b. cars, San Diego, California, freight prepaid, for the price of three dollars and seventy-one cents (\$3.71) per barrel, including sacks; the sum of ten cents (10¢) 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 factory at Colton, California, said sacks to be subject to factory count and inspection. The unit price of three dollars and seventy-one cents (\$3.71) shall be subject to a discount of five cents (5¢) for cash in ten (10) days from the date of invoice.

The contractor agrees to deliver one thousand (1000) barrels of said cement within ten days from the date hereof, and to deliver the balance in lots of six hundred (600) to one thousand (1000) barrels as required; all deliveries to be completed within six months from the date of the execution of this contract.

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 in the following manner:

At the end of each calendar month the Harbor 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 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 this contract. The balance thus determined 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 Harbor 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 of any balance due will be made.

Said contractor further agrees that he will be bound by each and every part of the specifications, and deliver and cause to be delivered all of said cement as herein specified, as the same may be interpreted by the Harbor Engineer of said City.

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

It is mutually agreed 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 Harbor Commission of The City of San Diego have hereunto set their hands as and for the act of said City in pursuance of Resolution No. 28960, duly adopted on the 5th day of March, 1923, by the Common Council of said City, authorizing such execution, and the said Contractor has hereunto subscribed his name, this 13th day of March, A.D. 1923.

THE CITY OF SAN DIEGO.

By M. A. Graham
Rufus Choate
Harbor Commission.
ROBT. H. WINN

doing business under the fictitious
name of ROBERT H. WINN CO., Contractor.

I hereby approve the form of the foregoing contract this 28th day of February, 1923.
Approved March 5, 1923

Frank G. White
consulting Engineer.

S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between the Harbor Commission and Robt. H. Winn Co., being Document No. 149326.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.

BY Stiles M. Johnson DEPUTY.

AGREEMENT OF LEASE

THIS INDENTURE, made this 16th day of April 1923, 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, 1923, to and including June 30, 1924.

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 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 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 the 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 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 said agreement upon the same terms and conditions annually during the period of six 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, naphtha or petroleum, upon all of 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.

THE CITY OF SAN DIEGO

By Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel

Members of the Common Council of The City of San Diego, California.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk of said City.

APPROVED BY THE UNITED STATES

By N. G. Burton

Lieut. Colonel, Asst. Quartermaster,

U.S. Marine Corps,

Depot Quartermaster.

Signed, Sealed and delivered in the presence of:

F.C. Shannon

I hereby approve the form of the foregoing Agreement this 11 day of April 1923.

S. J. Higgins

City Attorney.

By Arthur F.H. Wright, Deputy.

RESOLUTION NO. 29145

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

That a majority of the members of the Common Council of said City be, and they are hereby authorized and empowered to execute a lease to the United States of America of certain Pueblo Lands in the City of San Diego, particularly described in said lease, and used as a rifle range by the U.S. Marine Corps, for the period commencing July 1, 1923, and ending June 30, 1924.

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 29145 of the Common Council of the City of San Diego, as adopted by said Council Apr 16, 1923.

(SEAL)

ALLEN H. WRIGHT,

City Clerk.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between the City of San Diego and the U. S. Marine Corps, being Document No. 150650.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

BY Stiles M. Johnson DEPUTY.

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 16th day of April A.D., 1923, by and between THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, acting by a majority of the members of its Common Council, and the UNITED STATES OF AMERICA, acting by and through its proper officers thereunto duly authorized, WITNESSETH:

That the said City of San Diego, for and in consideration of the covenants on the part of the said United States of America hereinafter contained, hereby agrees to furnish to said United States of America, for the use of the United States Marine Corps, at the site of The Advanced Base Force of said Marine Corps, Water, at and for a price of 15 cents per 100 cubic feet.

Said water shall be so furnished by said City through a meter to be furnished by the said United States Marine Corps, and said water shall be measured and charged for in accordance with the reading shown upon said meter upon the tenth day of each and every month during the life of this agreement.

This agreement shall continue in force for one year from and after July 1, 1923, but it is understood and agreed by and between the parties hereto that in the event that the water rates of the City of San Diego are by ordinance changed before the termination of this agreement, then and in that event said United States of America shall pay for the water so furnished such rate as may be established by ordinance, whether or not said rate shall be greater or less than 15 cents, the rate herein agreed upon.

Said United States of America hereby agrees to pay for the water so furnished, the sum of 15 cents per 100 cubic feet, unless said rate shall be, during the life of this agreement, changed by ordinance.

RESOLUTION NO. 29146. Be it resolved by the Common Council of the City of San Diego, as follows:

That a majority of the members of the Common Council of the City of San Diego be, and they are hereby authorized and empowered to execute an agreement with the United States of America for the furnishing of water to the said United States of America at the advanced Base Force of the U. S. Marine Corps, for the period commencing July 1, 1923, and ending June 30, 1924, at the rate of fifteen (15) cents per 100 cubic feet.

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 29146 of the Common Council of the City of San Diego, as adopted by said Council Apr 16 1923 (SEAL)

ALLEN H. WRIGHT, City Clerk

IN WITNESS WHEREOF, The City of San Diego has caused this Agreement to be executed by a majority of the members of its Common Council thereunto duly authorized, and the United States of America has caused this Agreement to be executed by The Depot Quartermaster, U.S. Marine Corps, San Francisco, California, this 16th day of April 1923.

THE CITY OF SAN DIEGO:

By Virgilio Bruschi
Jno A. Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel

Members of the Common Council of
The City of San Diego.

UNITED STATES OF AMERICA:

By N. G. Burton
Lieut. Colonel, Asst. Quartermaster,
U.S.M.C., Depot Quartermaster.

S. J. HIGGINS

City Attorney.

By Arthur F.H. Wright
Deputy

(SEAL) ATTEST:

Allen H. Wright
City Clerk

WITNESSED BY:

(s) F.C. Shannon

I HEREBY APPROVE the form of the foregoing Agreement this 11 day of April 1923.

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 CONTRACT between the City of San Diego and U. S. Marine Corps for Water, being Document No. 150649.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

BY Stiles M. Johnson DEPUTY.

L E A S E

THIS INDENTURE, made this 23rd day of April, 1923, 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 conferred by Ordinance No. 8965 of the ordinances of the City of San Diego, authorizing the execution of this lease, and R. G. BUTLER, 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 Thirteen Hundred and Sixty (1360) of the Pueblo Lands of The City of San Diego, containing forty-four acres more or less; for a term of one year commencing January 1st, 1923, at a yearly rental of Fifteen Dollars (\$15.00), payable 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 and grazing 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 Virgilio Bruschi

Jno. A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel.

Members of the Common Council.

Lessor.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk.

By Y. A. Jacques, Deputy.

R. G. BUTLER

Lessee.

I HEREBY approve the form of the foregoing Lease, this 12th day of March, 1923.

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 between The City of San Diego and R. G. Butler, being Document No. 148699.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Stiles M. Johnson Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 23rd day of April, 1923, by and between GEORGE EBER, of the City of San Diego, State of California, hereinafter referred to as the Lessor, and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the Laws of the State of California, hereinafter referred to as the Lessee; WITNESSETH:

That said lessor, for and in consideration of the covenants and agreements on the part of the said lessee hereinafter contained, hereby covenants and agrees to and does hereby lease to the said CITY OF SAN DIEGO that certain one-store building located at 2257 Logan Avenue in the City of San Diego, upon that property particularly known and described as Lot 34, Block 144, Land & Town Addition to the said City of San Diego, for a term of one year beginning with the first day of January, 1923, at a rental of forty dollars (\$40.00) per month, payable in advance upon the first day of each and every month during the term of this agreement.

Said lessee hereby agrees to lease from said lessor said building for said term of one year and to pay therefore as rental the sum of forty dollars (\$40.00) per month in advance, upon the first day of each and every month during the term of this agreement.

It is agreed by the parties hereto that said building shall be used by said lessee as a branch of the San Diego Public Library.

IN WITNESS WHEREOF said Lessor has hereunto set his hand, and said Lessee has caused this Agreement to be executed by its proper officers thereunto duly authorized.

GEORGE EBER

Lessor

THE CITY OF SAN DIEGO,

Lessee,

By Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

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 Lease, this 6th day of March, 1923.

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 between the City of San Diego and George Eber, being Document No. 150727.

Allen H. Wright

City Clerk of the City of San Diego, California.

BY Stiles M. Johnson DEPUTY.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That we, CUSHING CONSTRUCTION CO., a co-partnership, of The City of San Diego, State of California, as Principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under the laws of the State of MARYLAND and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, and to all persons, companies or corporations, who perform labor on or furnish material to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Sixty-nine Hundred and Eighty-four Dollars (\$6984.00), lawful money of the United States of America, for which payment, well and truly to be made, the said Principal binds itself, its heirs, executors, administrators and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally firmly by these presents.

SIGNED AND SEALED this 23rd day of April, 1923.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, a certain contract, dated April 23, 1923, is about to be made and executed by THE CITY OF SAN DIEGO, the party of the first part therein, and the above named CUSHING CONSTRUCTION CO., as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract, said contractor agrees to furnish the necessary labor and materials to complete the work described in said contract, in accordance with the plans and specifications referred to in said contract, and for the contract prices therein set forth;

NOW, THEREFORE, should said CUSHING CONSTRUCTION CO., contractor, well and truly pay or cause to be paid all claims against them, for such labor or materials, or either or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise, to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract; or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or any of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

IN WITNESS WHEREOF, the said CUSHING CONSTRUCTION CO. has caused this instrument to be executed by its proper officers, 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.

CUSHING CONSTRUCTION CO.

BY C. M. CUSHING,

Principal.

MARYLAND CASUALTY COMPANY

BY F. F. EDELEN

Its Attorney in Fact.

By Percy H. Goodwin,

Its Attorney in Fact.

(SEAL)

STATE OF CALIFORNIA,)

) ss

County of San Diego.)

On this 23rd day of April 1923, before me, Clarence A. Moore, 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 Percy H. Goodwin, known to me to be the attorney in fact of the MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, thereto and their own names as attorneys in fact.

I FURTHER CERTIFY, That said bond was executed by said F. F. Edelen and Percy H. Goodwin in my presence, and that their signatures thereto are genuine.

CLARENCE A. MOORE

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

(SEAL)

I hereby approve the form of the within Bond, this 2nd day of May, 1923.

S. J. HIGGINS, City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 2nd day of May, 1923.

Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel.

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, CUSHING CONSTRUCTION COMPANY, a co-partnership, of The City of San Diego, State of California, as Principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Thirty-four Hundred and Ninety-two Dollars (\$3492.00), 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 23rd day of April, 1923.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies and other expense of every kind and description necessary or incidental to the performance of the following work in The City of San Diego, California, to-wit:

The paving, with one course of cement concrete pavement, six inches in thickness, of thirty (30) feet of the roadway on the easterly side of HARBOR STREET, in The City of San Diego, between the southerly line of Broadway and the westerly line of Atlantic Street, including a portion of the roadway of the termination of Broadway in Harbor Street, and also including twenty-five feet of the roadway of the terminations of E Street and F Street in Harbor Street; also for the construction of cement concrete curbing on the easterly side of said Harbor Street, between the south curb line of Broadway and a point 18.07 feet south from the south line of F Street, including the returns at the terminations of Broadway, E

Street and F Street; also for the construction of a twelve-inch corrugated iron pipe culvert, 66 feet in length, together with one cement concrete curb inlet across Harbor Street, near the termination of F Street in Harbor Street; all of said work to be done in accordance with the plans and specifications therefor contained in Document No. 148727, filed in the office of the City Clerk of said City, March 12, 1923; a copy of which plans and specifications is attached to said contract, marked "Exhibit A," and by reference thereto incorporated therein, and made a part of 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 CUSHING CONSTRUCTION COMPANY has caused this instrument to be executed by its proper officers, 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.

Cushing Construction Co.

By C. M. Cushing
Principal

MARYLAND CASUALTY COMPANY
Surety.

By F. F. Edelen

Its Attorney-in-Fact

By Percy H. Goodwin

Its Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA,)

) ss

County of San Diego.)

On this 23rd day of April 1923, before me, Clarence A. Moore, 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 Percy H. Goodwin, known to me to be the attorney in fact of the Maryland Casualty Company, of Baltimore, Maryland, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Maryland Casualty Company, of Baltimore, Maryland, thereto and their own names as attorneys in fact.

I Further Certify, That said bond was executed by said F. F. Edelen and Percy H. Goodwin in my presence, and that their signatures thereto are genuine.

(SEAL)

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

I hereby approve the form of the within Bond, this 2nd day of May, 1923.

S. J. Higgins, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 2nd day of May 1923.

Virgilio Bruschi

Jno A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel.

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 23rd day of April, 1923, 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 Cushing Construction Co., a co-partnership, 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 paving, with one course of cement concrete pavement, six inches in thickness, of thirty (30) feet of the roadway on the easterly side of HARBOR STREET, in The City of San Diego, between the southerly line of Broadway and the westerly line of Atlantic Street, including a portion of the roadway of the termination of Broadway in Harbor Street, and also including twenty-five feet of the roadway of the terminations of E Street and F Street in Harbor Street; also for the construction of cement concrete curbing on the easterly side of said Harbor Street, between the south curb line of Broadway and a point 18.07 feet south from the south line of F Street, including the returns at the terminations of Broadway, E Street and F Street; also for the construction of a twelve-inch corrugated iron pipe culvert, 66 feet in length, together with one cement concrete curb inlet across Harbor Street, near the termination of F Street in Harbor Street; all of said work to be done in accordance with the plans and specifications therefor contained in Document No. 148727, filed in the office of the City Clerk of said City, March 12, 1923; a copy of which said plans and specifications contained in said Document No. 148727 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:

Paving, per square foot, twenty-two and 9/10 (22.9) cents;

Excavation, per cubic yard, sixty-five (65) cents;

Embankment, per cubic yard, ten (10) cents;

Corrugated iron pipe culvert, complete, one hundred and twenty (120) dollars;

One concrete curb inlet, complete, thirty (30) dollars;

Concrete curb, per linear foot, sixty-eight (68) cents;

Said contractor agrees to commence said work within fifteen (15) 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 one hundred and five (105) 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 proper fund of said City, the sums hereinabove set forth; 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 plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further, that he will protect from the elements all the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials 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 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 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Further, said contractor agrees to save said The 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 1917.

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 1917, 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 Section 6530 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.

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.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk.

By Y. A. Jacques, Deputy.

THE CITY OF SAN DIEGO.
BY VIRGILIO BRUSCHI
JNO A HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

CUSHING CONSTRUCTION CO.
BY C.M. CUSHING
Contractor.

I hereby approve the form of the foregoing contract this 23rd day of April, 1923.
S. J. Higgins, 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 and Cushing Construction Company, being Document No. 150712.

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

BY Stiles M. Johnson DEPUTY.

L E A S E.

THIS AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the Lessor, and E. PALMER, of said City of San Diego, hereinafter referred to as the Lessee, WITNESSETH:

That said Lessor does hereby lease to said Lessee, for a term of one year from and after March 3d, 1923, the following described real property situated and being in said City of San Diego, State of California, and particularly described as follows, to-wit:

Lot Two (2) of Block Four Hundred Forty (440) of Old San Diego.

Said Lessor agrees to accept as rental for said premises, and said Lessee agrees to pay as rental for said premises, the sum of Fifteen Dollars (\$15.00) for said term, and said Lessee agrees to pay said rental in advance upon the execution of this agreement.

Upon the expiration of said lease said Lessee hereby agrees to deliver peaceable possession of said premises to Lessor.

IN WITNESS WHEREOF said Lessor has caused this agreement to be executed by its proper officers thereunto duly authorized, and said Lessee has hereunto set his hand this 25th day of April, 1923.

THE CITY OF SAN DIEGO
By Virgilio Bruschi
Jno A. Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel.

Members of the Common Council
Lessor.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By Fred W. Sick, Deputy.

E. Palmer.
Lessee.

I hereby approve the form of the foregoing Lease, this 24th day of April, 1923.

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 between The City of San Diego, and E. Palmer, being Document No. 150749.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.

BY Stiles M. Johnson DEPUTY.

L E A S E

THIS AGREEMENT, made and entered into this 7th day of May, 1923, by and between THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the Lessor, and M. H. STONE, of the City of San Diego, State of California, hereinafter called the Lessee; WITNESSETH:

That said Lessor, for and in consideration of the sum of Five Dollars (\$5.00) and of the covenants and agreements on the part of the said Lessee hereinafter contained, hereby covenants and agrees to, and does hereby lease to the said Lessee those certain premises lying and being in the City of San Diego, County of San Diego, State of California, and more particularly described as follows:

The west thirty (30) feet of Lot 18 of Block 4, of Encanto Heights, for a term of one year beginning with the first day of April, 1923.

Said Lessee hereby agrees to vacate said premises and give possession thereof to said Lessor at the termination of said term.

IN WITNESS WHEREOF said Lessor has caused this agreement to be executed by its proper officers thereunto duly authorized, and said Lessee has hereunto set his hand the day and year first hereinbefore written.

THE CITY OF SAN DIEGO
By Virgilio Bruschi
Jno A. Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel.
Members of the Common Council.
Lessor.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By Fred W. Sick, Deputy

M. H. Stone
Lessee.

I hereby approve the form of the foregoing Lease, this 4th day of May, 1923.

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 between The City of San Diego and M. H. Stone, being Document No. 150929.

ALLEN H. WRIGHT
City Clerk of The City of San Diego, California.

By Stiles M. Johnson Deputy.

L E A S E

THIS INDENTURE, made this 31st day of January, 1923, 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. 3903 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 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, 1922, at a yearly rental of thirty dollars (\$30.00), payable in advance.

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.

Said Lessee further covenants and promises and agrees to use and maintain said property for grazing and pasturage purposes only; and it is agreed that if said premises are used for any purpose other than those herein specified, or if 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 Virgilio Bruschi
Jno. A. Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel
Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk.

By Y. A. JACQUES
Deputy.

G. H. Lewis

Lessee.

I hereby approve the form of the foregoing Lease this 27th day of December, 1922.

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 between The City of San Diego and G. H. Lewis, being Document No. 147212.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, California.

By Stiles M. Johnson Deputy.

L E A S E

THIS INDENTURE, made this 13th day of June, 1923, 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. 8969 of the ordinances of The City of San Diego, authorizing the execution of this lease, and the LA JOLLA 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 April 1st, 1938, 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 Virgilio Bruschi
Jno. A. Held
Fred A. Heilbron
Don M. Stewart
Harry K. Weitzel
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK, Deputy.

LA JOLLA COUNTRY CLUB.
By S. J. Devanny
President

ATTEST: (SEAL)
G. E. HARBAUGH
Secretary.

I hereby approve the form of the foregoing Lease this 7th day of April, 1923.

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 between The City of San Diego and The La Jolla Country Club, being Document No. 148650.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Stiles M. Johnson Deputy.

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That we, THE TRIBUNE COMPANY, as principal, and National Surety Company, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND Dollars (\$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 principal hereby binds itself, its successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed and dated by us this 4th day of June, A. D. 1923.

The conditions of the above and foregoing obligation are such, that whereas, the said principal on the 4th day of June, 1923, 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 the first day of June, 1923, and ending with the 31st day of May, 1925, 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,	\$ 2.25
For each 1000 ems of type, set solid, if the publication is made five times,	2.50
For each 1000 ems of type, set solid, if the publication is made ten times,	3.00
For each 1000 ems of type, set solid, if the publication is made fifteen times,	3.25
For each 1000 ems of type, set solid, if the publication is made twenty-one times,	3.50
For each 1000 ems of type, set solid, if the publication is made thirty times,	4.50
For the complete publication of the delinquent tax list, once a week for three weeks, set solid, for each 1000 ems,	4.00

all as in said contract provided.

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

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

THE TRIBUNE COMPANY
By Jas. MacMullen
Managing Editor
NATIONAL SURETY COMPANY
Surety.

By D. B. Goldsmith
Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA)
) ss.
 COUNTY San Diego)

On this 4th day of June, in the year 1923, before me Alice Green, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn personally appeared D. B. Goldsmith, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the NATIONAL SURETY COMPANY, a Corporation, and acknowledged to me that he subscribed the name of the NATIONAL SURETY COMPANY thereto as Principal and his own name as Attorney-in-fact.

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

(SEAL) ALICE GREEN
 Notary Public in and for said County and State.
 I hereby approve the form of the within Bond, this 25th day of June, 1923.
 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 27th day of June, 1923

VIRGILIO BRUSCHI
 JNO. A. HELD
 FRED A. HEILBRON
 DON M. STEWART
 HARRY K. WEITZEL
 Members of the Common Council.

(SEAL) ATTEST:
 ALLEN H. WRIGHT
 City Clerk
 By FRED W. SICK
 Deputy.

THIS AGREEMENT, made and entered into this 4th day of June, A. D. 1923, by and between THE TRIBUNE COMPANY, of The City of San Diego, California, the party of the first part, and hereinafter in this contract designated as the Company, and THE CITY OF SAN DIEGO, a municipal corporation 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, 1923, and ending with the 31st day of May, 1925, 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,	\$ 2.25
For each 1000 ems of type, set solid, if the publication is made five times,	2.50
For each 1000 ems of type, set solid, if the publication is made ten times,	3.00
For each 1000 ems of type, set solid, if the publication is made fifteen times,	3.25
For each 1000 ems of type, set solid, if the publication is made twenty-one times,	3.50
For each 1000 ems of type, set solid, if the publication is made thirty times,	4.50
For the complete publication of the delinquent tax list, once a week for three weeks, set solid, for each 1000 ems,	4.00

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 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, 1923, to and including the 31st day of May, 1925.

It is further agreed that should any advertising be unfinished on the 31st day of May, 1925, 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 4th day of June, 1923, 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 4th day of June, A. D. 1923.

THE TRIBUNE COMPANY
 By Jas. MacMullen
 Managing Editor

ATTEST:
 L. C. RIDOUT
 Auditor

(SEAL)

ATTEST:

ALLEN H. WRIGHT
City Clerk.

By FRED W. SICK, Deputy

I hereby approve the form of the within and foregoing contract this 4th day of June, 1923.

By

THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

S. J. HIGGINS
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 and The Tribune Company, being Document No. 151628.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Stiles M. Johnson Deputy

L E A S E .

THIS LEASE, made this 2nd day of July, 1923, 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 Ordinance No. 9044 of the ordinances of the City of San Diego, authorizing the execution of this lease, and J. J. RICHERT, 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;

Pueblo Lots 1279, 1272, 1304, 1306 and 1273, of the Pueblo Lands of said City, for a term ending December 31st, 1923, at a term rental of Sixty-five Dollars (\$65.00), payable 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 purposes only, and it is understood and agreed 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.

By

THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council
Lessor.

J. J. RICHERT
Lessee.

(SEAL)

ATTEST:

ALLEN H. WRIGHT
City Clerk

By FRED W. SICK, Deputy

I hereby approve the form of the foregoing Lease, this 4th day of June, 1923.

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 between The City of San Diego and J. J. Richert, being Document No. 151654

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Stiles M. Johnson Deputy

C O N T R A C T

Municipal Pier No. 2, Contract B -- "Doran & Boyd" (Copy inserted)

AGREEMENT FOR ADDITIONAL WORK,
HARBOR IMPROVEMENT.

WHEREAS, on January 15, 1923, an agreement was entered into by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and UNITED DREDGING COMPANY, a corporation, party of the second part, which said contract is contained in Document No. 147637-1/2, of the documents of The City of San Diego filed in the office of the City Clerk of said City January 15, 1923; and

WHEREAS, it is desired to dredge and excavate materials from a certain area lying northerly from the areas set forth and described in the plans and specifications made a part of said contract, which said area contains approximately seventy thousand (70,000) yards of material; and

WHEREAS, said parties have agreed upon a price of twenty (20) cents per cubic yard for such additional excavation and dredging, NOW, THEREFORE,

THIS AGREEMENT, made and entered into this 18th day of June, 1923, by and between said THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and said UNITED DREDGING COMPANY, a corporation, party of the second part, WITNESSETH:

Said United Dredging Company agrees to dredge and excavate such portion of said area as it may be directed by the Harbor Master of The City of San Diego for the sum of twenty (20) cents per cubic yard for all material removed from said area, and said United Dredging Company further agrees to place said dredged or excavated material at such place or places as the said Harbor Master may direct without additional compensation.

This agreement shall be considered and is intended to be a "Change Order," as is provided by Subdivision 13 of said original agreement, and shall be effective when signed by the parties hereto, and approved by Frank G. White, Consulting Engineer in charge.

IN WITNESS WHEREOF, The City of San Diego, party of the first part herein, has caused this instrument to be executed by a majority of the members of its Common Council, thereunto duly authorized, and said United Dredging Company, party of the second part herein, has caused this instrument to be executed by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

By THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL)
ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy

By UNITED DREDGING COMPANY (SEAL)
C. H. GUTHRIDGE
Vice President
S. J. HIGGINS, City Attorney.
By ARTHUR F. H. WRIGHT,
Deputy City Attorney.

I hereby approve the form of the foregoing agreement this 11th day of June, 1923.

Approved June 25, 1923,
FRANK G. WHITE
Consulting Engineer.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT between The City of San Diego and United Dredging Company, being Document No. 151767.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Stiles M. Johnson Deputy

L E A S E

THIS LEASE, made and entered into this 16th day of July, 1923, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through a majority of the members of its Common Council, 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 hereinafter 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 first day of June, 1923, 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, without the approbation of the Lessor in writing having been 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 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.

By THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council
Lessor.

(SEAL)
ATTEST:

ALLEN H. WRIGHT
City Clerk.

By FRED W. SICK, Deputy

H. D. ALLEN
Lessee.

I hereby approve the form of the foregoing Lease, this 4th day of June, 1923.

By S. J. HIGGINS, City Attorney
ARTHUR F. H. WRIGHT
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease from The City of San Diego to H. D. Allen, being Document No. 151656.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Stella M. Johnson Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that PACIFIC TANK & PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and United States Fidelity & 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 Fifteen Hundred and 00/100 Dollars, (\$1500.00), 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 25th day of July, 1923.

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 four thousand (4000) pipe bands for forty-inch woodstave pipe, standard make, complete with washers, nuts and shoes; f.o.b. cars San Diego, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the material to be furnished and 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, 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.

PACIFIC TANK & PIPE COMPANY
E. C. PITCHER
Pres.

(SEAL)
ATTEST:

UNITED STATES FIDELITY & GUARANTY COMPANY
By HENRY V. D. JOHNS
Surety

By MAURICE W. FENDER
Attorneys in fact.

(SEAL)
ATTEST:
FRANCES JACOBSEN

STATE OF CALIFORNIA,)
) ss.
City and County of San Francisco.)

On this 25th day of July in the year one thousand nine hundred and twenty three before me, Marie Forman a Notary Public in and for the City and County of San Francisco, personally appeared Henry V. D. Johns and Maurice W. Fender known to me to be the persons whose names are subscribed to the within instrument as the Attorneys-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and acknowledged to me that they subscribed the name of the United States Fidelity and Guaranty Company thereto as principal, and their own names as Attorneys-in-fact.

MARIE FORMAN
Notary Public in and for the City and County of
San Francisco, State of California

(SEAL)

I hereby approve the form of the within Bond, this 27th day of July, 1923

S. J. HIGGINS,
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of July, 1923

VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK, Deputy.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 23rd day of July, 1923, 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, by and through the Common Council, hereinafter sometimes designated as the City, and PACIFIC TANK & PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City four thousand (4000) pipe bands for forty-inch woodstave pipe, standard make, complete with washers, nuts and shoes; all in accordance with the specifications therefor contained in Document No. 152249, filed in the office of the City Clerk of said City July 2nd, 1923; the said material to be delivered f.o.b. cars San Diego; for the sum of seventy-three (73) cents each.

The contractor agrees to begin delivery of said pipe bands, with washers, nuts and shoes within ten (10) days after the date of the execution of this contract, and said material must be delivered as required by The City of San Diego; all deliveries to be completed on or before the 25th day of August, 1923.

In consideration of the delivery of said pipe bands 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, and upon the acceptance of said pipe bands by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of seventy-three (73) cents for each of said pipe bands, complete with washers, nuts and shoes, delivered f.o.b. cars San Diego.

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

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

It is mutually agreed 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 a resolution duly adopted 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 23rd day of July, 1923.

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

JNO. A. HELD

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council

(SEAL)

ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK, Deputy

PACIFIC TANK & PIPE CO.

Contractor

ATTEST: (SEAL)

By E. C. PITCHER

Pres.

I hereby approve the form of the foregoing contract, this 23rd day of July, 1923.
S. J. HIGGINS, 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 and Pacific Tank & Pipe Company, being Document No. 152644.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Stiles M. Johnson Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That W. J. BAILEY CO., a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and William Darby and Louis Schirm, 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 SIX THOUSAND DOLLARS (\$6000.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said principal hereby binds itself, its successors and assigns, and the said sureties hereby bind themselves, their heirs, executors and administrators, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of July, 1923.

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 contained in said advertisement, filed in the office of the City Clerk of said The City of San Diego on the 16th day of July, 1923, marked Document No. 152476; and reference is hereby made to said contract and to said specifications for a particular description of the material to be furnished.

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 these presents to be executed and its corporate name and seal to be hereunto attached, by its proper officers thereunto duly authorized, and the said sureties have hereunto subscribed their names, the day and year first hereinabove written.

(SEAL)

ATTEST:

H. E. ASTON

W. J. BAILEY CO.

H. F. HIRTE, Secty.
Principal.

WILLIAM DARBY
LOUIS SCHIRM Jr.
Sureties

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

William Darby and Louis Schirm, 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.

WILLIAM DARBY
LOUIS SCHIRM JR.

Subscribed and sworn to before me
this 30th day of July, 1923
(SEAL)

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

My Commission Expires Jan. 9, 1926

I hereby approve the form of the within Bond, this 30th day of July, 1923.

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 30th day of July, 1923.

VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL)
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

CONTRACT FOR CEMENT

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 23rd day of July, 1923, 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, hereinafter sometimes designated as the City, and W. J. BAILEY CO., a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City Six Thousand Two Hundred (6,200) barrels of Portland cement in serviceable cloth sacks, f.o.b. cars San Diego, for the price of Three Dollars and Seventy-one Cents (\$3.71) per barrel net inclusive of sacks; the sum of fifteen (15) cents each, or sixty (60) cents per barrel, to be paid by the contractor to the City for empty sacks returned to said contractor in serviceable condition, f.o.b. cars at factory; said cement to be in accordance with the specifications contained in that certain advertisement for bids and proposal of contractor, filed in the office of the City Clerk of said The City of San Diego on the 16th day of July, 1923, marked Document No. 152476.

The contractor agrees to deliver said cement in such quantities and at such times as may be directed by the City, said deliveries to begin with Ten days from and after the date of the execution of this contract, and all deliveries must be completed on or before the 15th day of May, 1924.

In consideration of the delivery of said 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, and upon the acceptance of said cement by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Three and 71/100 Dollars (\$3.71) per barrel for said cement, delivered f.o.b. cars San Diego; the sum of fifteen (15) cents each, or sixty (60) cents per barrel, to be paid by the contractor to the City for empty sacks returned to said contractor in serviceable condition, f.o.b. cars at factory.

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

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

It is mutually agreed 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 a resolution duly adopted 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 23rd day of July, 1923.

By THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

W. J. BAILEY CO.
Contractor

(SEAL) ATTEST:
H. E. ASTON

By H. F. HIRTE, Secty.

I hereby approve the form of the foregoing contract, this 23rd day of July, 1923.

S. J. HIGGINS
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between W. J. Bailey Co. and The City of San Diego, being Document No. 152645.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Stiles M. Johnson Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That J. S. SCHIRM COMMERCIAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and Wheeler J. Bailey and H. F. Hirte, 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 SIX THOUSAND DOLLARS (\$6000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made the said principal hereby binds itself, its successors and assigns, and the said sureties hereby bind themselves, their heirs, executors and administrators, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of July, 1923.

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 contained in said advertisement, filed in the office of the City Clerk of said The City of San Diego on the 16th day of July, 1923, marked Document No. 152475; and reference is hereby made to said contract and to said specifications for a particular description of the material to be furnished.

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 these presents to be executed and its corporate name and seal to be hereunto attached by its proper officers thereunto duly authorized, and the said sureties have hereunto subscribed their names, the day and year first hereinabove written.

J. S. SCHIRM COMMERCIAL CO.
Principal.

By WILLIAM DARBY
V Pres & Mgr

WHEELER J. BAILEY
H. F. HIRTE
Sureties

(SEAL) ATTEST:
LOUIS SCHIRM JR.

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

Wheeler J. Bailey and H. 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.

WHEELER J. BAILEY
H. F. HIRTE

Subscribed and sworn to before me
this 30th day of July, 1923

(SEAL)

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

My Commission Expires Jan. 9, 1926

I hereby approve the form of the within Bond, this 30th day of July, 1923.

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 30th day of July, 1923.

VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL)

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

CONTRACT FOR CEMENT

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 23rd day of July, 1923, 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, hereinafter sometimes designated as the City, and J. S. SCHIRM COMMERCIAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City Six Thousand Two Hundred (6,200) barrels of Portland cement in serviceable cloth sacks, f.o.b. cars San Diego, for the price of Three and 76/100 Dollars (\$3.76) per barrel net inclusive of sacks; the sum of fifteen (15) cents each to be paid by the contractor to the City for empty sacks returned to said contractor in serviceable condition, f.o.b. cars at factory; said cement to be in accordance with the specifications contained in that certain advertisement for bids and proposal of contractor, filed in the office of the City Clerk of said The City of San Diego on the 16th day of July, 1923, marked Document No. 152475. The foregoing price is subject to a discount of five (5) cents per barrel if payment is made within ten days from the date of filing claim with the Auditing Committee.

The contractor agrees to deliver said cement in such quantities and at such times as may be directed by the City, said deliveries to begin within Ten days from and after the execution of this contract, and all deliveries must be completed on or before the 15th day of May, 1924.

In consideration of the delivery of said 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, and upon the acceptance of said cement by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Three and 76/100 Dollars (\$3.76) per barrel for said cement, delivered f.o.b. cars San Diego; the sum of fifteen (15) cents each to be paid by the contractor to the City for empty sacks returned to said contractor in serviceable condition, f.o.b. cars at factory.

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said cement, as herein specified. No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract, are reserved to said City.

It is mutually agreed between the parties hereto that in no cause 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 a resolution duly adopted 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 23rd day of July, 1923.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

J. S. SCHIRM COMMERCIAL CO.
Contractor
By WILLIAM DARBY
Vice Pres. & Mgr.

(SEAL) ATTEST:
LOUIS SCHIRM JR.

I hereby approve the form of the foregoing contract, this 23rd day of July, 1923.
S. J. HIGGINS
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between J. S. SCHIRM COMMERCIAL COMPANY and THE CITY OF SAN DIEGO, being Document No. 152646.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Stiles M. Johnson Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That FENTON-PARKER MATERIAL CO., a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE THOUSAND, EIGHT HUNDRED TWENTY-EIGHT AND NO/100 Dollars, lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of July, 1923.

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 contained in said advertisement, filed in the office of the City Clerk of said The City of San Diego on the 16th day of July, 1923, marked Document No. 152476; and reference is hereby made to said contract and to said specifications for a particular description of the material to be furnished.

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.

FENTON-PARKER MATERIAL CO.
Principal
By GEO. S. PARKER
V. P.

(SEAL) ATTEST:
K. G. MURPHY
Asst. Treas.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety.
CLARENCE MINOR
Attorney-in-Fact

(SEAL) ATTEST:
A. C. WILSON
Agent

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

On this 26th day of July 1923, before me M. D. FRYE, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared CLARENCE MINOR, known to me to be the Attorney-in-Fact, and A. C. WILSON, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

M. D. FRYE
Notary Public in and for the County of San Diego,
State of California.
(SEAL) My Commission Expires Feb. 5, 1927

I hereby approve the form of the within Bond, this 26th day of July, 1923.

S. J. HIGGINS
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of July, 1923

VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

CONTRACT FOR CEMENT.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 23rd day of July, 1923, 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, hereinafter sometimes designated as the City, and FENTON-PARKER MATERIAL CO., a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City Six Thousand Two Hundred (6,200) barrels of Portland cement in serviceable cloth sacks, f.o.b. cars San Diego, for the price of Three and 76/100 Dollars (\$3.76) per barrel net inclusive of sacks; the sum of fifteen (15) cents each to be paid by the contractor to the City for empty sacks returned to said contractor in serviceable condition, f.o.b. cars at factory; said cement to be in accordance with the specifications contained in that certain advertisement for bids and proposal of contractor, filed in the office of the City Clerk of said The City of San Diego on the 16th day of July, 1923, marked Document No. 152474. The foregoing price is subject to a discount of five (5) cents per barrel if payment is made within ten days from the date of filing claim with the Auditing Committee.

The contractor agrees to deliver said cement in such quantities and at such times as may be directed by the City, said deliveries to begin within 10 days from and after the date of the execution of this contract, and all deliveries must be completed on or before the 15th day of May, 1924.

In consideration of the delivery of said 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, and upon the acceptance of said cement by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Three and 76/100 Dollars (\$3.76) per barrel for said cement, delivered f.o.b. cars San Diego; the sum of fifteen (15) cents each to be paid by the contractor to the City for empty sacks returned to said contractor in serviceable condition, f.o.b. cars at factory.

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

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

It is mutually agreed 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 a resolution duly adopted 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 23rd day of July, 1923.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

FENTON-PARKER MATERIAL CO.
Contractor.

By GEO. S. PARKER
V. P.

(SEAL) ATTEST:

K. G. MURPHY, Asst. Treas.

I hereby approve the form of the foregoing contract, this 23rd day of July, 1923.
S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between FENTON-PARKER MATERIAL CO. and THE CITY OF SAN DIEGO, being Document No. 152647.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Stiles M. Johnson Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, A. M. SOUTHARD, of the City of San Diego, County of San Diego, State of California, as principal, and CONTINENTAL CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of GENERAL OFFICE, CHICAGO, ILL., as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of four hundred fifty-five dollars (\$455.00), 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 and dated by us this 28th day of July, 1923.

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 the necessary labor and materials to complete the work described in said contract, and upon the real property therein mentioned, in accordance with the plans and specifications referred to in said building contract, and for the contract price therein set forth; 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 A. M. Southard, 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.

A. M. SOUTHARD
Principal.

CONTINENTAL CASUALTY COMPANY, Surety
By W. O. CHAMBERLAIN
Attorney-in-Fact
By D. O. CHAMBERLAIN
Attorney-in-Fact

(SEAL)
ATTEST:
M. FOTLAND

I hereby approve the form of the within Bond, this 30th day of July, 1923.

S. J. HIGGINS
City Attorney.

Approved by majority of the members of the Common Council of the City of San Diego, California, this 30th day of July, 1923

VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

KNOW ALL MEN BY THESE PRESENTS, That A. M. SOUTHARD, of the City of San Diego, County of San Diego, State of California, as principal, and CONTINENTAL CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of GENERAL OFFICE, CHICAGO, ILL., as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation, and to all persons, companies or corporations who perform labor on or furnish material to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Nine hundred ten dollars (\$910.00), lawful money of the United States, for which payment, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 28th day of July, 1923.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, whereas, a certain building contract, dated July 30th, 1923, is about to be made and executed by THE CITY OF SAN DIEGO, as owner, the party of the first part therein, and the above named A. M. SOUTHARD, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said building contract, said contractor agrees to furnish the necessary labor and materials to complete the work described in said contract, and upon the real property therein mentioned, in accordance with the plans and specifications referred to in said building contract, and for the contract price therein set forth;

NOW, THEREFORE, should said A. M. Southard, contractor, well and truly pay or cause to be paid all claims against him, for such labor or materials, or either or both, so performed or furnished, as the case may be, then this obligation to be null and void, otherwise to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof, and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics' liens which may be filed by such persons, or any of them upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

A. M. SOUTHARD
Principal.

CONTINENTAL CASUALTY COMPANY, Surety
By W. O. CHAMBERLAIN
Attorney-in-Fact
By D. O. CHAMBERLAIN
Attorney-in-Fact

(SEAL) ATTEST:
M. FOTLAND

I hereby approve the form of the within Bond, this 30th day of July 1923

S. J. HIGGINS
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of July, 1923.

VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 30th day of July, 1923, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and A. M. SOUTHARD, of The City of San Diego, State of California, party of the second part, and hereinafter sometimes designated as the Contractor, ~~A. M. SOUTHARD, of The City of San Diego, State of California, party of the second part, and hereinafter sometimes designated as the Contractor;~~ WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all labor and materials necessary or incidental to the construction and completion of, and to construct and complete a four-room frame bungalow, for the use of the Poundmaster of The City of San Diego, on block five hundred forty of Old San Diego, in The City of San Diego, California, all in accordance with the plans and specifications therefor attached hereto, marked "Exhibit A," and by reference thereto incorporated herein and made a part hereof.

Said contractor agrees to do and perform all of the said work for the sum of eighteen hundred fourteen dollars (\$1814.00).

Said contractor agrees to commence said work within ten (10) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within sixty (60) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by him to be performed, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of eighteen hundred fourteen dollars (\$1814.00), said payments to be made as follows:

Upon completion of the said work, and the acceptance of the same by the Manager of Operation of said City, 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 Manager of Operation, 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, in writing, having been first obtained.

Said contractor further agrees that he will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further that he will protect from the elements all the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials or supplies to be used 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 Manager of Operation, 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided, that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such changes, except upon formal written agreement between the parties hereto.

Further said contractor agrees to save said The 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 1917.

Said contractor agrees further 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 1917; 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 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.

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 said City, 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 The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said A. M. Southard has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

A. M. SOUTHARD
Contractor
S. J. HIGGINS
City Attorney

I hereby approve the form of the foregoing contract this 27th day of July, 1923.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between A. M. SOUTHARD and THE CITY OF SAN DIEGO, being Document No. 152953.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Stiles M. Johnson Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, L. F. McLAUGHLIN, as principal, and E. O. HODGE and L. G. BRADLEY 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 Two thousand no/100 Dollars, lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of July, 1923.

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 four hundred (400) tons of tame oat hay, at the City's barns at 20th and B Streets, San Diego, California, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract 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.

L. F. McLAUGHLIN
E. O. HODGE
L. G. BRADLEY

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

L. G. BRADLEY and E. O. HODGE 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.

L. G. BRADLEY
E. O. HODGE

Subscribed and sworn to before me this 30th day of July, 1923

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

(SEAL) I hereby approve the form of the within Bond, this 13th day of August, 1923.
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 13th day of August, 1923.

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 6th day of August, 1923, 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 L. F. McLAUGHLIN, 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 and deliver to said City Four Hundred (400) tons of tame oat hay, at the City's barns at 20th and B Streets, San Diego, California, for the price of twenty dollars (\$20.00) per ton; the inspection of the hay will be upon delivery, and any or all hay may be rejected by the City.

The contractor agrees to begin delivery of said hay within Ten days from and after the date of the execution of this contract, and all deliveries must be completed on or before the 1st day of September, 1923.

In consideration of the delivery of said hay be 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, and upon the acceptance of said hay by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of twenty dollars (\$20.00) per ton.

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

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

It is mutually agreed 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 a resolution duly adopted by said Common Council authorizing such execution, and the said contractor has hereunto subscribed his name, this 6th day of August, 1923

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council
L. F. McLAUGHLIN Contractor
S. J. HIGGINS City Attorney.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

I hereby approve the form of the foregoing contract, this 6th day of August, 1923.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between L. F. McLAUGHLIN and THE CITY OF SAN DIEGO, being Document No. 153057-1/2.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Stiles M Johnson Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, E. C. LIPSCOMB and E. E. DUTTON, co-partners, doing business under the firm name and style of LIPSCOMB & DUTTON, as Principals, and the MARYLAND CASUALTY COMPANY, a corporation organized and existing under the laws of the State of MARYLAND, and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand two hundred twenty-five dollars (\$2,225.00), 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, 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 by us and dated this 8th day of August, 1923.

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, transportation, material, equipment and supplies for the repair, alteration and construction of additions to the Adams Avenue Bridge, at Texas Street, in The City of San Diego, including the cleaning and painting of all iron and steel in said bridge, complete, and the cleaning and painting of all structural timbers from foundations to tops of caps, and guard rails in said bridge, complete, all as particularly and in detail set forth in said contract, which contract is hereto referred to;

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 subscribed their names, 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.

LIPSCOMB & DUTTON
E. E. DUTTON
Co-partners, doing business
under the firm name and style of LIPSCOMB
& DUTTON. Principals.
MARYLAND CASUALTY COMPANY
Surety.
GEO. D. EASTON
Its Attorney-in-fact.

(SEAL)
COUNTERSIGNED:
F. F. EDELEN
Its Attorney-in-fact.

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

On this 8th day of AUGUST, 1923, before me, CLARENCE A. MOORE, Notary Public, in and for the said County of San Diego, State of California, residing therein duly commissioned and sworn, personally appeared GEO. D. EASTON, known to me to be the attorney in fact, and F. F. EDELEN, known to me to be the attorney in fact of the MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, thereto and their own names as attorneys in fact.

I FURTHER CERTIFY, That said bond was executed by said GEO. D. EASTON and F. F. EDELEN in my presence, and that their signatures thereto are genuine.

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

(SEAL)

I hereby approve the form of the within Bond, this 9th day of August, 1923
S. J. HIGGINS
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 13th day of August, 1923

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

KNOW ALL MEN BY THESE PRESENTS, That E. C. LIPSCOMB and E. E. DUTTON, co-partners, doing business under the firm name and style of LIPSCOMB & DUTTON, as principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under the laws of the State of MARYLAND, and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish material to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Four thousand four hundred fifty dollars (\$4450.00), lawful money of the United States, 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 sealed this 8th day of August, 1923.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS, a certain contract, dated AUGUST 8th, 1923, is about to be made and executed by THE CITY OF SAN DIEGO, the party of the first part therein, and the above named E. C. Lipscomb and E. E. Dutton, as contractors, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract, said contractors agree to furnish the necessary labor and materials to complete the work described in said contract, in accordance with the plans and specifications referred to in said contract, and for the contract price set forth therein;

NOW, THEREFORE, should said E. C. Lipscomb and E. E. Dutton, contractors, well and truly pay or cause to be paid all claims against them, for such labor or materials, or either or both, so performed or furnished, as the case may be, then this obligation to be null and void, otherwise to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principals and Surety, or either of them, in any suit brought to foreclose mechanics' liens which may be filed by such persons, or any of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

LIPSCOMB & DUTTON
By E. E. DUTTON
Co-partners, doing business under
the firm name and style of LIPSCOMB
& DUTTON. Principals.
MARYLAND CASUALTY COMPANY,
Surety.
By GEO. D. EASTON
Its Attorney-in-fact.

(SEAL)
COUNTERSIGNED:
F. F. EDELEN
Its Attorney-in-fact.

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

On this 8th day of AUGUST, 1923, before me, CLARENCE A. MOORE, Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared GEO. D. EASTON, known to me to be the attorney in fact, and F. F. EDELEN, known to me to be the attorney in fact of the MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, thereto and their own names as attorneys in fact.

I FURTHER CERTIFY, That said bond was executed by said GEO. D. EASTON and F. F. EDELEN in my presence, and that their signatures thereto are genuine.

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

(SEAL)
I hereby approve the form of the within Bond, this 9th day of August, 1923.
S. J. HIGGINS
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 13th day of August, 1923.

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 8th day of August, 1923, 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 E. C. LIPSCOMB and E. E. DUTTON, co-partners doing business under the firm name and style of LIPSCOMB & DUTTON, 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 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, transportation, material, equipment and supplies for the repair, alteration of, and construction of additions to the ADAMS AVENUE BRIDGE, at Texas Street, in the City of San Diego, California, including the cleaning and painting of all iron and steel in said bridge, complete, and the cleaning and painting of all structural timbers from foundations to top of caps, and guard rails in said bridge, complete; all in accordance with the plans and specifications therefor contained in Documents numbered 152347 and 152346, respectively, filed in the office of the City Clerk of said City July 9, 1923; a copy of which plans and specifications contained in said Documents numbered 152347 and 152346 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 contractors agree to do and perform all of the said work at and for the following prices, to-wit:

Structural timbers No. 2 clear and better grade - Douglas Fir - with necessary bolts, nails, etc.;

12 x 12 at \$210. M.	3 x 14 at \$195. M.
12 x 16 " 210. M.	2 x 4 OPx4s at \$127. M.
3 x 10 " 210. M.	2 x 6 " " 127. M.
3 x 24 " 286. M.	2 x 8 " " 127. M.
6 x 24 " 286. M.	4 x 4 " " 127. M.
16 x 24 " 286. M.	
18 x 18 " 286. M.	
10 x 12 " 286. M.	
12 x 14 " 286. M.	
3 x 16 " 195. M.	

144 cu. yds. 1-3-6 mass concrete, at \$15.00 per yard;

75 cu. ft. 1-2-4 reinforced concrete, \$0.75 per cubic ft.

12 18" x 24" x 1-1/4" steel plates, each, \$10.00;

Cleaning and painting all steel and iron work, \$250.00;

Cleaning and painting all timber work, \$355.00.

Said contractors agree to commence said work within ten (10) days from the date of the execution of the contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within sixty (60) days from the date of the execution 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 contractor undertaken by him to be performed, will pay said contractors, in warrants drawn upon the proper fund of said City, the sums hereinbefore set forth, said payments to be made as follows:

Upon completion of the said work, and the acceptance of the same by the Common Council of said City, seventy-five per cent. of the said contract price shall be paid said contractors, and twenty-five per cent. of the whole contract price, and 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 and material thereunder by the said 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 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 they will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute of question by the Common Council of said City. 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 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the costs 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 changes, except upon formal written agreement between the parties hereto.

Further said contractor agrees to save said The 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 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 1917.

Said contractors further agree to furnish said The 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 contractors against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917; 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 contractors, nor any sub-contractors 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 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.

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 said City, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractors unless authorized and directed by resolution of said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said E. C. Lipscomb and E. E. Dutton have hereunto subscribed their names, the day and year in this agreement first above written.

By THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy

By LIPSCOMB & DUTTON
E. E. DUTTON
Co-partners doing business under the firm name
and style of LIPSCOMB & DUTTON.

I hereby approve the form of the foregoing contract, this 8th day of August, 1923.
S. J. HIGGINS

By City Attorney
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 Lipscomb & Dutton and The City of San Diego, being Document No. 153140.

By ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
Stiles M. Johnson Deputy

A G R E E M E N T .

THIS AGREEMENT, entered into this 8th day of August, 1923, by and between the CITY OF SAN DIEGO, a municipal corporation, party of the first part, hereinafter called the City, and CARMICHAEL-SKIDMORE, a corporation, party of the second part, hereinafter called the Contractor; WITNESSETH, That,

FIRST, For and in consideration of the promises of the City hereinafter set forth, said Contractor agrees to carefully examine and audit all freight bills dated subsequent to February 28, 1920, in the possession of, or which may come into the possession of the City, for shipments of freight by or to the City up to and including the 31st day of August, 1923, but for no later period. for which the City was billed, and to make all reasonable effort and endeavor, including, if necessary, the prosecution of claims before the Railroad Commission of the State of California and/or the Interstate Commerce Commission all at its own cost and expense, but in the name of the City of San Diego, to collect from any railroad, railroads, or other common carrier, any sum of sums paid by the City as freight charges in excess of the rate allowed by law at the time of the shipment for which the charge was made.

SECOND. The City agrees to afford every reasonable facility to the contractor in the performance of this contract, and in particular to furnish to the contractor a desk in the office of the Auditor of the City; and it is agreed that the examination of such freight bills shall be made in the presence of and under the supervision of a person designated by the Auditor of the City for the purpose.

THIRD. The City agrees to pay to the contractor on or about the first of each calendar month a sum equal to fifty per cent. (50%) of the sum or sums received by the City from any railroad, railroads, or other common carriers, because of freight overcharges or otherwise illegal and/or unlawful rate discovered by the contractor and recovered through its efforts.

FOURTH. The contractor will begin work under this contract within ninety days of the date hereof, and will prosecute the same diligently until all said freight bills have been examined and all overcharges and illegal and/or unlawful rate collected or finally disposed of.

IN WITNESS WHEREOF, this agreement 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 the said contractor has caused its name to be subscribed hereunto by its duly authorized officer, and its corporate seal to be affixed, the day and year first above written.

By THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk.
FRED W. SICK, Deputy

By CARMICHAEL-SKIDMORE CORPORATION
B. H. CARMICHAEL, Pres.
Contractor. (SEAL)

I hereby approve the form of the foregoing contract this 8th day of August, 1923.

A. 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 Agreement between Carmichael-Skidmore Corporation and The City of San Diego, being Document No. 153145.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By Stiles M. Johnson Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That FENTON-PARKER MATERIAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Eight hundred fifty dollars (\$850.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said principal and surety hereby binds themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of August, 1923.

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, five car loads of Portland cement, f.o.b. cars Campo, San Diego County, California, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the material to be furnished.

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.

FENTON-PARKER MATERIAL CO.

Principal

(SEAL)

ATTEST:

CLARENCE MINOR

By GEO. S. PARKER

V. P.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

(SEAL)

ATTEST:

A. C. WILSON

Agent.

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

By CLARENCE MINOR

Attorney-in-Fact

On this 15th day of August 1923, before me M. D. FRYE, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared CLARENCE MINOR, known to me to be the Attorney-in-Fact, and A. C. WILSON known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

My Commission Expires Feb. 5, 1927

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

I hereby approve the form of the within bond this 20th day of August, 1923.

S. J. HIGGINS

City Attorney.

By ARTHUR F. H. WRIGHT

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 20th day of August, 1923.

VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy

CONTRACT FOR CEMENT.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 13th day of August, 1923, 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, hereinafter sometimes designated as the City, and FENTON-PARKER MATERIAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City five (5) car loads of Portland cement in serviceable cloth sacks, f.o.b. cars Campo, San Diego County, California, for the price of four dollars and nine cents (\$4.09) per barrel net, inclusive of sacks; the sum of fifteen (15) cents to be paid by the contractor to the City for each empty sack returned to said contractor in serviceable condition, f.o.b. cars Crestmore, California; said cement to be in accordance with the specifications on file in the office of the Superintendent of the Purchasing Department of said City, a copy of which specifica-

tions is attached hereto, marked "Exhibit A," and made a part hereof.

The contractor agrees to deliver said cement in such quantities and at such times as may be directed by the City, said deliveries to begin within fifteen days from and after the date of the execution of this contract, and all deliveries must be completed on or before the 8th day of September, 1923.

In consideration of the delivery of said 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, and upon the acceptance of said cement by said City, said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of four dollars and nine cents (\$4.09) per barrel for said cement, delivered f.o.b. cars Campo, San Diego County, California; the sum of fifteen (15) cents to be paid by the contractor to the City for each empty sack returned to said contractor in serviceable condition, f.o.b. cars Crestmore, California.

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

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

It is mutually agreed 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 a resolution duly adopted 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 13th day of August, 1923.

By THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk.

By FRED W. SICK
Deputy

FENTON-PARKER MATERIAL CO.
Contractor.

By GEO. S. PARKER
V. P.

(SEAL) ATTEST:

MARGARET E. PARKER

I hereby approve the form of the foregoing Contract, this 11th day of August, 1923.
S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between Fenton-Parker Material Co., and The City of San Diego, being Document No. 153185.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Stiles M. Johnson Deputy

L E A S E
between
THE CITY OF SAN DIEGO
and
THE UNITED STATES OF AMERICA.

1. This LEASE, made and entered into this 2nd day of July, in the year one thousand nine hundred and twenty-three, by and between THE CITY OF SAN DIEGO, State of California, whose address is San Diego, California, for itself and its heirs, executors, administrators, successors and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government;

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz: A tract of land in Pueblo Lots 1326 and 1330, described as follows: Beginning at a point on the north line of Pueblo Lot 1330 distant fifty feet east from the northwest corner of said Pueblo Lot 1330; thence south 0°22'50" west 223.10 feet to a point; thence south 10° 0' 40" east, 3464.9 feet to a point; thence north 69° 11' 20" east to an intersection with the east line of Pueblo Lot 1326; thence northerly along the east line of Pueblo Lot 1326 and the east line of Pueblo Lot 1330 to the northeast corner of said Pueblo Lot 1330; thence westerly along the north line of said Pueblo Lot 1330 to the point or place of beginning; containing 174.03 acres, all in the County of San Diego, State of California, To be used exclusively for the following purposes: experiments in the production of rubber and other experimental purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning April 1, 1923, and ending with June 30, 1924.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by any one other than the Government, such sub-lessee, and the agents and servants of the Government, or of such sub-lessee.

5. This lease may, at the option of the Government, be renewed at a rental of One Dollars (\$1.00) per annum, payable from the appropriation by Congress for General Expenses, Bureau of Plant Indus. (Crop Acclimatization) and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least thirty days before this lease would expire; PROVIDED that no renewal thereof shall extend the period of occupancy of the premises beyond the thirtieth day of June, 1938.

7. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or

employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased; (provided such alterations, additions, structures or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in or upon, or attached to, the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted. Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government ninety days before the termination of the lease.

9. The Government shall pay the Lessor for the premises, rent at the following rate: One Dollar per annum payable from the appropriation by Congress for General Expenses, Bureau of Plant Industry, 1923-24 (Crop Acclimatization). Payment shall be made at the end of each fiscal year.

10. Whenever the said premises or any essential part thereof shall be destroyed by fire or other casualty, this lease shall, in case of total destruction, immediately terminate and, in case of partial destruction or injury, shall terminate at the option of the Government upon giving notice in writing to the Lessor within fifteen days after such fire or casualty, and no rent shall accrue to the Lessor after such termination.

11. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated Company, if the lease be for the general benefit of such corporation or company.

12. It is understood and agreed that this lease may be terminated by the Government whenever in the discretion of the Secretary of Agriculture the interests of the Department of Agriculture require it upon giving thirty days' notice thereof to the lessor.

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 Government has caused this agreement to be executed by its proper officer thereunto duly authorized, as of the date first above written.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council
Lessor.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK, Deputy

THE UNITED STATES OF AMERICA
By C. W. PUGSLEY Jul 25 1923
Actg. Secretary of Agriculture
Official Title (SEAL)
S. J. HIGGINS, City Attorney
By ARTHUR F. H. WRIGHT
Deputy City Attorney

I hereby approve the form of the foregoing lease, this 9th day of April, 1923.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between THE CITY OF SAN DIEGO and THE UNITED STATES OF AMERICA, being Document No. 153254.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Stiles M. Johnson Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, G. R. DALEY, of the City of San Diego, California, as principal, and B. H. Daley, F. C. Silverthorn and C. B. Grove, J. H. Bjornstad, residents of the County of San Diego, State of California, as sureties, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations, who perform labor on or furnish material to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of EIGHTEEN THOUSAND TWO HUNDRED AND SIXTY-NINE DOLLARS (\$18,269.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of August, 1923.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, a certain contract, dated August 27th, 1923, is about to be made and executed by THE CITY OF SAN DIEGO, as party of the first part therein, and the above named G. R. DALEY, as contractor, the party of the second part therein, which contract is hereby referred to; and whereas, in and by said contract, said contractor agrees to furnish the necessary labor and materials to complete the work described in said contract, in accordance with the plans and specifications referred to in said contract, and for the contract prices therein set forth:

NOW, THEREFORE, should said G. R. DALEY, contractor, well and truly pay or cause to be paid all claims against him for such labor or materials, or either or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise, to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Sureties, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or any of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of

said recoveries, the amount of this bond as above specified.

G. R. DALEY
Principal
F. C. SILVERTHORN
B. H. DALEY
J. H. BJORNSTAD
C. B. GROVE
Sureties.

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

B. H. DALEY, F. C. Silverthorn and C. B. Grove, J. H. Bjornstad, 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. C. SILVERTHORN
B. H. DALEY
C. B. GROVE
J. H. BJORNSTAD

Subscribed and sworn to before me this 29th day of August, 1923
(SEAL)

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

My Commission expires Feb. 11, 1927
STATE OF CALIFORNIA,)
County of San Diego.) ss.

On this 4th day of Sept. A. D., 1923, before me, George N. Sanger a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. C. Silverthorn and J. H. Bjornstad personally known to me to be the persons whose names 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.

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

(SEAL)
My Commission expires Feb. 11, 1927.

I hereby approve the form of the within Bond, this 29th day of August, 1923.
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 7th day of September, 1923

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

SEAL ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, G. R. Daley, of the City of San Diego, California, as Principal, and B. H. Daley, F. C. Silverthorn and C. B. Grove, J. H. Bjornstad, 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 NINE THOUSAND, ONE HUNDRED AND THIRTY-FIVE DOLLARS (\$9,135.00), 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 29th day of August, 1923.

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 The City of San Diego, California, to-wit: The grading, and paving with a one and one-half inch asphalt concrete wearing surface and a three-inch bituminous base, of a portion of the roadway of said Imperial Avenue, and the construction of culverts and retaining walls therein, all as particularly and in detail set forth in those certain plans, drawings, typical cross-sections and specifications contained in Document No. 152513, filed in the office of the City Clerk of said City July 16, 1923; a copy of which said plans and specifications contained in said Document No. 152513 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 and sureties have hereunto subscribed their names, the day and year first hereinabove written.

G. R. DALEY
Principal
F. C. SILVERTHORN
B. H. DALEY
C. B. GROVE
J. H. BJORNSTAD
Sureties.

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

B. H. Daley, F. C. Silverthorn and C. B. Grove, J. H. Bjornstad, 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. C. SILVERTHORN
B. H. DALEY
C. B. GROVE
J. H. BJORNSTAD

Subscribed and sworn to before me this 29th day of August, 1923

GEORGE N. SANGER

(SEAL)

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

My Commission Expires Feb. 11, 1927

I hereby approve the form of the within Bond, this 29th day of August, 1923.

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 7th day of September, 1923

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL

(SEAL) ATTEST:

Members of the Common Council.

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 27th day of August, 1923, 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 G. R. DALEY, 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 furnishing of all labor, material and equipment for the improvement of IMPERIAL AVENUE, in The City of San Diego, through that district in said City commonly known as Encanto, from the end of the existing pavement at the city limits on the south to the end of the existing pavement at the city limits on the north, by the grading, and paving with a one and one-half inch asphalt concrete wearing surface and a three-inch bituminous base, of a portion of the roadway of said Imperial Avenue, and the construction of culverts and retaining walls therein, all as particularly and in detail set forth in those certain plans, drawings, typical cross-sections and specifications contained in Document No. 152513, filed in the office of the City Clerk of said City July 16, 1923; a copy of which said plans and specifications contained in said Document No. 152513 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:

Excavation, per cubic yard, One and 05/100 Dollars (\$1.05);
Embankment, per cubic yard, ten (10) cents;
Pavement, per square foot, seventeen (17) cents;
Culvert No. 1 with accessories, complete, Ninety Dollars (\$90.00);
Culvert No. 2 with accessories, complete, Eighty Dollars (\$80.00);
Culvert No. 3 with accessories, complete, Sixty Dollars (\$60.00);
Culvert No. 4 with accessories, complete, One Hundred Dollars (\$100.00);
Concrete retaining wall, complete, Two Hundred Dollars (\$200.00);

Said contractor agrees to commence said work within fifteen (15) days after the signing of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within ninety (90) 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 sums hereinabove set forth; 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 plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further, that he will protect from the elements all the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials and supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, ex-

cept upon formal written agreement between the parties hereto.

Further, said contractor agrees to save said The 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 1917.

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 1917, 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 of this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 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.

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
By VIRGILIO BRUSCHI
JNO A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK, Deputy

G. R. DALEY
Contractor
S. J. HIGGINS
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between G. R. Daley and The City of San Diego, being Document No. 153411.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Stiles M. Johnson Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 24th day of September 1923, 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 California, 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 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 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 other plant in said City as the said City may hereafter establish, 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 the commercial rubbish so collected by said City, and to pay the said City the sum of Two Dollars (\$2.00) 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 beginning on the first day of May, 1923, and extending to and until the 31st day of December, 1924. It is understood and agreed by and between the parties hereto that in the event that said City shall collect and deliver to said The Paraffine Companies, Inc. more than six (6) tons of commercial rubbish during any one day during the life of this agreement, that then and in that event said The Paraffine Companies, Inc. shall and will pay the said City the sum of Three Dollars (\$3.00) per ton for each and every ton of commercial rubbish so collected and delivered over said amount of six tones per day.

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, but shall not include tin cans, and said Contractor shall be under no obligation to said City to take tin cans as commercial rubbish.

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 VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council
of said City.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk of said City.
By FRED W. SICK Deputy

THE PARAFFINE COMPANIES, INC.,
a corporation,
By M. C. COOPER
S. J. HIGGINS
City Attorney
By ARTHUR F. H. WRIGHT

I hereby approve the form of the foregoing Agreement, this 28th day of June, 1923.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between The City of San Diego and The Paraffine Companies, Inc., being Document No. 153998.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Stiles M. Johnson Deputy

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS: That we, G. R. DALEY, of the City of San Diego, California, as principal, and Lester D. Rockwood, J. H. Bjornstad and D. H. Shreve and V. Ramos, F. C. Silverthorn, residents of the County of San Diego, State of California, as sureties, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations, who perform labor on or furnish material to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of FOURTEEN THOUSAND TWO HUNDRED AND TWENTY DOLLARS (\$14,220.00), lawful money of the United States of America, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of September, 1923.

THE CONDITION OF THIS OBLIGATIONS IS SUCH, That, WHEREAS, a certain contract, dated Sept. 17th, 1923, is about to be made and executed by THE CITY OF SAN DIEGO, as party of the first part therein, and the above named G. R. DALEY, as contractor, the party of the second part therein, which contract is hereby referred to; and WHEREAS, in and by said contract, said contractor agrees to furnish the necessary labor and materials to complete the work described in said contract, in accordance with the plans and specifications referred to in said contract, and for the contract prices therein set forth;

NOW, THEREFORE, should said G. R. DALEY, contractor, well and truly pay or cause to be paid all claims against him for such labor or materials, or either or both, so performed or furnished, as the case may be, then this obligations to be null and void; otherwise, to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modifications thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Sureties, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or any of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

G. R. DALEY
Principal
V. RAMOS
LESTER D. ROCKWOOD
D. H. SHEREVE
J. H. BJORNSTAD
F. C. SILVERTHORN
Sureties.

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

Lester D. Rockwood, J. H. Bjornstad and D. H. Shreve and V. Ramos, F. C. Silverthorn, 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.

V. RAMOS
LESTER D. ROCKWOOD
D. H. SHREVE
J. H. BJORNSTAD
F. C. SILVERTHORN

Subscribed and sworn to before me
this 21st day of September, 191 .
(SEAL)

VALERIA MUNTER
Notary Public in and for the County of San Diego,
State of California.
I hereby approve the form of the within Bond, this 24th day of September, 1923.
S. J. HIGGINS
City Attorney of the City of San Diego.

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

On this 8th day of October A. D., 1923, before me, Valeria Munter a Notary Public in and for the said County of San Diego, State of California, residing therein, duly, commissioned and sworn, personally appeared J. H. Bjornsted and F. C. Silverthorn, personally known to me to be the persons whose names 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)

My Commission expires Dec. 12, 1925
VALERIA MUNTER
Notary Public in and for the County of San Diego,
State of California
Approved By a majority of the members of the Common Council of the City of San Diego, California, this 8th day of October, 1923.

VIRGILIO BRUSCHI
JNO A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, G. R. DALEY, of the City of San Diego, California, as Principal, and Lester D. Rockwood, J. H. Bjornstad and D. H. Shreve, and V. Ramos, 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 SEVEN THOUSAND ONE HUNDRED AND TEN DOLLARS (\$7,110.00), 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 September, 1923.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATIONS IS SUCH, that WHEREAS, the said Principal has entered into the annexed contract with The City of San Diego to furnish all labor, material and equipment for the improvement of IMPERIAL AVENUE, in the City of San Diego, between 32nd Street and 40th Street, and of 40TH STREET in said City, between Imperial Avenue and a line 250 feet south of the south line of Imperial Avenue, connecting with the County Highway, by the grading, and paving with a one and one-half inch asphalt concrete wearing surface and a three-inch bituminous base, of a portion of the roadway of said Imperial Avenue and 40th Street, between said points, and the construction in said Imperial Avenue of curbing, curb inlets, drains, culverts and accessories; all in accordance with the plans and specifications therefor contained in Document No. 152511 filed in the office of the City Clerk of said City July 16, 1923; a copy of which said plans and specifications contained in said Document No. 152511 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 obligations to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Sureties have hereunto subscribed their names, the day and year first hereinabove written.

G. R. DALEY
Principal
V. RAMOS
LESTER D. ROCKWOOD
D. H. SHREVE
J. H. BJORNSTAD
F. C. SILVERTHORN
Sureties.

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

Lester D. Rockwood, J. H. Bjornstad and D. H. Shreve and V. Ramos, F. C. Silverthorn 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.

V. RAMOS
LESTER D. ROCKWOOD
D. H. SHREVE
J. H. BJORNSTAD
F. C. SILVERTHORN

(SEAL)
Subscribed and sworn to before me
this 21st day of September, 1923.

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

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

On this 8th day of October A. D., 1923, before me, Valeria Munter a Notary Public in and for the said County of San Diego, State of California, residing therein, duly, commissioned and sworn, personally appeared J. H. Bjornsted and F. C. Silverthorn, personally known to me to be the persons whose names 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)
My Commission expires Dec. 12, 1925.

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

I hereby approve the form of the within Bond, this 24th day of September, 1923.

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 8th day of October 1923.

(SEAL)

VIRGILIO BRUSCHI
JNO A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
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 17th day of September, 1923, 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 G. R. DALEY, 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 furnishing of all labor, material and equipment for the improvement of IMPERIAL AVENUE, in The City of San Diego, in the City of San Diego, between 32nd Street and 40th Street, and of 40TH STREET, in said City, between Imperial Avenue and a line 250 feet south of the south line of Imperial Avenue, connecting with the County Highway, by the grading, and paving with a one and one-half asphalt concrete wearing surface and a three-inch bituminous base, of a portion of the roadway of said Imperial Avenue and 40th Street, between said points, and the construction in said Imperial Avenue of curbing, curb inlets, drains, culverts and accessories; all as particularly and in detail set forth in those certain plans, drawings, typical cross-sections and specifications contained in Document No. 152511, filed in the office of the City Clerk of said City July 16, 1923; a copy of which said plans and specifications contained in said Document No. 152511 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:

Excavation, per cubic yard, Seventy-three Cents (\$.73);
Embankment, per cubic yard, Ten Cents (\$.10);
Pavement, per square foot, Seventeen Cents (\$.17);
Concrete curb, per lineal foot, Sixty Cents (\$.60);
Concrete pipe drain together with curb inlet
No. 1 and curb inlet No. 2, connections and
accessories, complete, One Hundred and Fifty-four
Dollars (\$154.00);
Culverts at 38th Street, together with inlets,
connections and accessories, complete, Five
Hundred Dollars (\$500.00).

Said contractor agrees to commence said work within fifteen (15) days after the signing of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within ninety (90) 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 sums hereinabove set forth; 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 plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further, that he will protect from the elements all the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials and supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Further, said contractor agrees to save said The 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 1917.

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 1917, 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 of this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 6530 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.

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
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy

G. R. DALEY, Contractor

I hereby approve the form of the foregoing contract this 17th day of September, 1923.

S. J. HIGGINS, 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 and G. R. Daley, being Document No. 154008.

ALLEN H. WRIGHT, City Clerk of the City of San Diego, California
By Stiles M. Johnson Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, SPRECKELS BROTHERS COMMERCIAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and James Gillmore and Nat R. Titus, 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 Fifteen Thousand Dollars (\$15,000.00), 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 executors and assigns jointly and severally, firmly by these presents.

Signed by us and dated this fifteenth day of September, 1923.

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 whereby said Principal is to dredge certain material from the Bay of San Diego and convey such dredged material to a portion of the tidelands of the Bay of San Diego described in said contract.

NOW, THEREFORE, if said Principal shall faithfully perform 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 caused these presents to be executed, the day and year first hereinabove written.

SPRECKELS BROTHERS COMMERCIAL COMPANY
By Claus Spreckels
Vice President
Principal.
JAMES GILLMORE (SEAL)
NAT R. TITUS (SEAL)
Sureties.

STATE OF CALIFORNIA

ss.

COUNTY OF SAN DIEGO

James Gillmore and Nat R. Titus the foregoing subscribed sureties, each being sworn, says: that he is a freeholder and resident within the State of California, and that he is worth the sum for which he has become surety and liable in said bond over and above all his just debts and liabilities exclusive of property exempt from execution and forced sale.

JAMES GILLMORE
NAT R. TITUS

Subscribed and sworn to before me
on this 21st day of September, 1923.

(SEAL) W. H. MOORE

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

I hereby approve the form of the within Bond, this 28th day of September, 1923.

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 1st day of October, 1923.

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON

HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

A G R E E M E N T

WHEREAS, The SPRECKELS BROTHERS COMMERCIAL COMPANY, a corporation, is desirous of dredging from that portion of the Bay of San Diego hereinafter described, certain material, and of depositing such dredged material at some place to be selected by the City of San Diego; and WHEREAS, permission to so dredge and deposit such material must first be given said Spreckels Brothers Commercial Company by the City of San Diego: NOW, THEREFORE,

THIS AGREEMENT, made and entered into this 15 day of September, 1923, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and SPRECKELS BROTHERS COMMERCIAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, WITNESSETH:

That for and in consideration of the covenants and agreements on the part of the said second party herein contained to be kept and performed by it, said first party hereby grants permission to said second party to dredge and remove approximately one hundred thousand (100,000) cubic yards of material from that part of the Bay of San Diego marked "Area 'A'" and shown upon that map which is attached hereto, marked "Exhibit A" and by reference thereto made a part of this agreement, and to deposit such dredged material upon that portion of the tide lands of the Bay of San Diego shown upon said map marked "Exhibit A" and designated thereon as "Area 'B'".

Said second party, for and in consideration of the permission hereby granted by said first party, covenants and agrees to so bulkhead said "Area B" as to prevent the escape therefrom of any of the dredged material deposited thereon by said second party or its agents or contractors. The bulkhead to be constructed by said second party shall be such as will be approved by the Harbor Master of the City of San Diego, but the fact that said bulkhead shall be so approved shall not relieve said second party of its obligation to keep such dredged material within said "Area B".

Said second party covenants and agrees that if any material deposited by it or its agents or contractors on said "Area B" shall escape therefrom into the Bay of San Diego, it will immediately repair the bulkheads around said "Area B", recover such escaped material and replace the same in said "Area B". Should said second party fail to so recover and replace any material which may escape from said "Area B" within one month after such material shall have escaped therefrom, then and in that event said first party may repair or cause to be repaired the bulkheads around "Area B", replace or cause to be replaced such escaped material, and said second party agrees to pay said first party the cost of repairing said bulkheads, or of causing said bulkheads to be repaired and of replacing or causing to be replaced any dredged material which shall have escaped from said "Area B".

Said second party agrees to convey the dredged material from said "Area A" to said "Area B" in such a manner as that none of such dredged material shall escape from the pipe or pipes conveying it into the Bay of San Diego, and in the event that any damage is caused to any person or persons by reason of the escape of such dredged material while being conveyed from said "Area A" to said "Area B", said second party agrees to compensate any such person or persons for any and all damage so caused.

Said second party agrees to perform the above described work under the supervision of the Harbor Master of The City of San Diego, and further covenants that it, its contractors and agents will so conduct the work of dredging and conveying said dredged material as to meet with the approval of the said Harbor Master, and in the event that the manner of conducting such work shall not meet with the approval of said Harbor Master, that said second party will, upon written order from said Harbor Master, immediately discontinue said work.

IN WITNESS WHEREOF said parties have caused this agreement to be executed by their proper officers first thereunto duly authorized.

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.

M. A. GRAHAM
W. C. CRANDALL

Members of the Harbor Commission.

SPRECKELS BROTHERS COMMERCIAL COMPANY
By CLAUD SPRECKELS
Vice-President

(SEAL) ATTEST:

FRED G. WHITEHEAD, Secretary

I hereby approve the form of the foregoing agreement this 28th day of September, 1923.

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 Agreement between The City of San Diego and Spreckels Brothers Commercial Company, being Document No. 154051.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Stiles M. Johnson Deputy

POWER OF ATTORNEY

Know All Men By These Presents, That we the undersigned, partners in the firm Pittsburgh-Des Moines Steel Co., do hereby constitute and appoint A. C. Pearsall, our true and lawful attorney to sign our names to any contract or contracts and any surety bond or bonds in connection with the business of said firm either in the name of the firm or the partners, Wm. H. Jackson, Minnie L. Jackson and Geo. A. Smith and the signature of our said attorney shall be binding upon us, our heirs and assigns, the same as if made by ourselves individually.

Witness our signatures and seals this 11th day of September, 1923.

WITNESS:

R. H. JACKSON
R. J. JACKSON
G. N. DURSCHINGER

County of Allegheny

SIGNED:

WM. H. JACKSON
MINNIE L. JACKSON
GEO. A. SMITH

State of Pennsylvania.

On this 11th day of September, A. D., 1923 personally appeared before me, Wm. H. Jackson, Minnie L. Jackson and George A. Smith, personally known to me and known to be the members of the firm Pittsburgh-Des Moines Steel Co., who being duly sworn, acknowledged that the foregoing Power of Attorney was executed by them for the purposes therein set forth.

Witness my hand and Notarial

seal this 11th day of

September, 1923.

(SEAL)

IRVING E. KEMP
Notary Public

My Commission Expires March 31, 1927

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That we, PITTSBURGH-DES MOINES STEEL COMPANY, of Pittsburgh, Allegheny County, Pennsylvania, a co-partnership composed of William H. Jackson, Minnie L. Jackson and George A. Smith, as Principal, and Southern Surety Company, a corporation organized and existing under the laws of the State of Iowa, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, and to all persons, companies or corporations who perform labor on or furnish material to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Thirty-four thousand, five hundred seventy-five dollars (\$34,575.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal binds itself, its successors and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 25th day of September, 1923.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract, dated September 17th, 1923, is about to be made and executed by THE CITY OF SAN DIEGO, the party of the first part therein, and the above named PITTSBURGH-DES MOINES STEEL COMPANY, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said Contract said contractor agrees to furnish the necessary labor and materials to complete the work described in said contract, in accordance with the plans, drawings and specifications referred to in said contract, and for the contract price therein set forth;

NOW, THEREFORE, should the said Pittsburgh-Des Moines Steel Company, contractor, well and truly pay or cause to be paid all claims against it for such labor or materials, or either, or both, so performed or furnished as the case may be, then this obligation shall be null and void; otherwise to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said principal and surety, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or any of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

PITTSBURGH-DES MOINES STEEL COMPANY
Principal

By A. C. PEARSALL, Attorney

SOUTHERN SURETY COMPANY (SEAL)

By Roy Armstrong, Vice-President
Surety.

ATTEST:

E. G. DAVIS, Secretary

I hereby approve the form of the within Bond, this 22nd day of October, 1923

S. J. HIGGINS, City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 22nd day of October, 1923

VIRGILIO BRUSCHI
JNO A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, PITTSBURGH-DES MOINES STEEL COMPANY, of Pittsburgh, Allegheny County, Pennsylvania, a co-partnership composed of William H. Jackson, Minnie L. Jackson and George A. Smith, as Principal, and Southern Surety Company a corporation organized and existing under the laws of the State of Iowa, as surety are held and firmly

bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seventeen thousand, two hundred ninety dollars (\$17,290.00), 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, the said principal hereby binds itself, its successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 25th day of September 1923.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish the necessary labor and materials to complete the work described in said contract, in accordance with the plans, drawings and specifications referred to in said contract, and for the contract price therein set forth;

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

IN WITNESS WHEREOF, the said Principal has caused this instrument to be executed by its proper officers thereunto duly authorized, 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.

PITTSBURGH-DES MOINES STEEL COMPANY
By A. C. PEARSALL, Attorney

SOUTHERN SURETY COMPANY (SEAL)
By ROY ARMSTRONG, Vice Pres
Surety.

ATTEST:

E. G. DAVIS, Secretary

I hereby approve the form of the within Bond this 22nd day of October, 1923

S. J. HIGGINS
City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 22nd day of October, 1923.

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL)

ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into this 17th day of September, 1923, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and the PITTSBURGH-DES MOINES STEEL COMPANY, of Pittsburgh, Allegheny County, Pennsylvania, a co-partnership composed of William H. Jackson, Minnie L. Jackson and George A. Smith, 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 required for the construction upon Block 122, University Heights, in said City of San Diego, of a 1,200,000 gallon steel water tank, together with tower and foundations; the said tank and tower to be 50 feet high to bottom above foundations, and to include the following:

1. Complete erection of tank and tower;
2. 3/16 inch steel roof with scuttle hole and cover;
3. Linked ladder inside the tank;
4. Swivel ladder on tank roof;
5. Fixed ladder on outside of tank;
6. Cast iron finial at apex of roof;
7. Overflow stub at top of tank;
8. Balcony and railing;
9. Ladder from balcony to column, and separate ladder on column to ground;
10. Tell-tale indicator;
11. One coat shop paint;
12. One coat paint after erection;
13. 12 inch Brass sleeved expansion joint in bottom of tank for connecting riser pipe;
14. 12 inch cast iron flanged riser pipe;
15. 12 inch cast iron horizontal pipe, as shown on plan 670-B, hereto attached and made a part hereof;
16. Two 12 inch gate valves;
17. One 12 inch foot tee;
18. One 12 inch elbow;
19. Installation of riser pipe and horizontal pipe;
20. Anchor bolts and plates;
21. Foundation plans;
22. Foundations;

All of said work to be done in accordance with the plans, drawings and specifications attached hereto, marked "Exhibit A," and made a part hereof.

Said contractor agrees to do and perform all of the said work for the sum of Sixty-nine thousand one hundred fifty dollars, (\$69,150.00).

Said contractor agrees to commence said work within thirty (30) days from and 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 nine (9) months from the date of the execution of this contract.

RIDER: Pitts. D.M.Steel Co.
By A. C. Pearsall
O. K. S. J. Higgins

Provided that any delays caused by the First Party, or other agencies beyond the control of the Second Party, shall cause to be granted an extension of time for completion equal to such delay.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum hereinabove set forth; said payments to be made as follows:

Forty per cent. (40%) of the said contract price shall be paid said contractor upon the delivery of all materials upon the ground; twenty per cent. (20%) of the whole contract price when the erection of the steel tower is started; fifteen per cent. (15%) of the whole contract price upon the completion of the work and the acceptance of the same by the Common Council. 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 unpaid 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 said plans, drawings 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, 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 its 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Said contractor further agrees to hold and save said 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, its 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 Manager of Operation. Or, in the event that the said Manager of Operation 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, said 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 proceeding 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 and in that event the Manager of Operation 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 it and its surety, notwithstanding final payment under this contract may have been made.

Further said contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen or 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 its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said Contractor further agrees to furnish said City with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said Contractor further agrees, upon completion of the work herein described, to furnish The City of San Diego a written guarantee for a period of one year, agreeing to repair any defects caused by faulty design, materials or workmanship appearing in the structure during said period.

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 Section 6530 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.

If the contractor considers any work required by it to be outside of 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 (10) days thereafter, or be considered to have accepted the record and ruling.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price; 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 these presents to be executed by its proper officers, there-
unto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

PITTSBURGH-DES MOINES STEEL COMPANY,
By (By W. H. JACKSON
A. C. Pearsall (MINNIE L. JACKSON
Attorney (GEO. A. SMITH

I hereby approve the form of the foregoing contract, this 17th day of September, 19
23.

S. J. HIGGINS
City Attorney

(Attached to original is (1) Blue Print Drawing No. 670 B, of City of San Diego being a
"Plat showing location of proposed elevated steel water tank", and (2) Pittsburgh-Des
Moines Steel Company's "Specification for a Steel Water Tower No. W.S.5", dated Aug. 27,
1927 and referring to and containing drawings: "WX109, WX78, WX110, WX37, WX97, WX6B,
SML283 and SML283A".)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Contract between The City of San Diego and Pittsburgh-Des Moines Steel Company, being Docu-
ment No. 153823.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Stiles M. Johnson Deputy

SUPPLEMENTAL AGREEMENT

Made this 6th day of July, 1923, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY
COMPANY, a corporation, hereinafter called the "Railway Company", first party, and CITY OF
SAN DIEGO, a municipal corporation organized and existing under the laws of the State of
California, hereinafter for convenience called Licensee, second party.

RECITALS:

The parties desire to reduce to writing their understanding pursuant to which Li-
cense has substituted a 6" pipe line for a portion of a 4" pipe line heretofore installed
and maintained by Licensee upon the property of the Railway Company pursuant to the terms of
that certain agreement between the parties hereto dated June 5, 1917, and designated in the
files of the Railway Company as contract, Secretary's No. 15878.

AGREEMENT:

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto as follows:
That Licensee has been accorded permission to substitute for a portion of the four
inch (4") pipe line, heretofore installed by it upon the property of the Railway Company
pursuant to the agreement mentioned in the recitals hereof, a six inch (6") pipe line in the
location shown in red and in accordance with the specifications shown upon the blueprint of
Division Engineer's drawing No. L-3-5324 and that the six inch pipe line so installed shall
at all times be maintained in accordance with the terms and conditions set forth and contained
in that certain agreement between the parties hereto dated June 5, 1917, and designated in
the files of the Railway Company as contract, Secretary's No. 15878, until the right so to
maintain such pipe line shall have been terminated in the manner in said contract provided.

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement the
day and year first hereinabove written.

Recommended by
(Signed) R. H. Tuttle
Superintendent
Description approved
(Signed) R. B. Ball
7/3/23 Chf. Engr.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
BY W. H. BREWER
ITS Assistant to General Manager
First Party

CITY OF SAN DIEGO
BY F. A. Rhodes
ITS Manager of Operation

(SEAL) ATTEST:
ALLEN H. WRIGHT
ITS City Clerk

Approved as to form,
5/24/23 E. W. Camp, Attorney for Coast Lines

I hereby approve the form of the within Supplemental Agreement this 11th day of
October, 1923.

S. J. HIGGINS, City Attorney
By ARTHUR F. H. WRIGHT
Deputy City Attorney

(Attached to original is blueprint of Division Engineer's Drawing No. L-3-5324)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Supplemental Agreement between The Atchison, Topeka and Santa Fe Railway Company and The
City of San Diego, being Document No. 154481.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Stiles M. Johnson Deputy

SUPPLEMENTAL AGREEMENT.

Made this 13th day of June, 1923, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation, first party, and THE CITY OF SAN DIEGO, a California municipal corporation, second party.

RECITALS:

On January 25, 1918, the Railway Company granted to the second party license to construct and maintain a pipe line 3/4" in diameter across the right-of-way and under the tracks of the Railway Company at San Diego, California, which agreement is designated in the files of the Railway Company as contract, Secretary's No. 15989.

The second party has lately renewed said pipe line with a 2" line in the location shown on the attached Exhibit "A".

SUPPLEMENTAL AGREEMENT:

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. That the attached print of Division Engineer's drawing No. L-3-5176, marked Exhibit "A", hereby referred to and made a part hereof, correctly describes and indicates the size and location of the water pipe line across the right-of-way and under the tracks of the Railway Company at San Diego, California, and that the attached Exhibit "A" may be and it hereby is substituted for all purposes in lieu of the print of Division Engineer's drawing No. L-3-1746, marked Exhibit "A" and attached to the agreement of January 25, 1918, between the parties hereto, mentioned and described in the recitals hereof.

2. That as herein amended, said agreement of January 25, 1918, shall be and continue in full force and effect under all its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement the day and year first above written.

Recommended by

(Signed) R. H. Tuttle

Superintendent

Description approved

(Signed) R. B. Ball

6/9/23

Chf. Engr.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,

BY

W. H. BREWER

ITS

Assistant to General Manager

First Party

BY

THE CITY OF SAN DIEGO,

Virgilio Bruschi

Jno. A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK, Deputy

Form approved: (Signed) E. W. Camp, Attorney, Coast Lines
5/29/23

I hereby approve the form of the within Supplemental Agreement this 11th day of October, 1923.

By

S. J. HIGGINS, City Attorney

ARTHUR F. H. WRIGHT, Deputy

City Attorney

(Attached to original is blueprint of Division Engineer's Drawing No. L-3-5176)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement between the Atchison, Topeka and Santa Fe Railway Company and The City of San Diego, being Document No. 154484.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By

Stiles M. Johnson

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 Seven Thousand Five Hundred and Ninety Dollars (\$7,590.00), 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 16th day of October, 1923.

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; 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; 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; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By H. H. JONES

By P. A. Bailey

Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By Frank A. Salmons

Resident Vice-President

(SEAL) ATTEST:

F. S. Bowers

Resident Assistant Secretary

(SEAL)

I hereby approve the form of the foregoing Undertaking this 16th day of October, 1923.

S. J. HIGGINS, City Attorney.

By M. R. THORP

I hereby certify that the Common Council of the City of San Diego did by Resolution No. 29996 passed and adopted on the 15th day of October, 1923, require and fix the sum of \$7590.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT, City Clerk

(SEAL)

By

FRED W. SICK, Deputy

THIS AGREEMENT, made and entered into this 22nd day of October, 1923, 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 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 the 30th day of June, 1923, to-wit, to and including June 30th, 1924.

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. 151108, 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 \$6068.69 from the Street Light Fund of said City, said sum to be paid in twelve equal monthly installments; and will pay to said first party the sum of \$24,274.75 from 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", said sum to be paid in twelve equal monthly installments.

And it is further mutually agreed that no part or portion of said sum of \$24,274.75 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 \$24,274.75.

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 \$6068.69), 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, 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:

P. A. BAILEY

Asst. Secretary.

By THE CITY OF SAN DIEGO

Virgilio Bruschi

Jno. A. Held

Fred A. Heilbron

Don M. Stewart

Harry K. Weitzel

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK, Deputy

I hereby approve the form of the foregoing contract, this 16 day of October, 1923.

S. J. HIGGINS

City Attorney

By M. R. THORP

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Undertaking for Street Lighting between the San Diego Consolidated Gas & Electric Company and The City of San Diego, being Document No. 154497.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By

Stiles M. Johnson

Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, CALIFORNIA FILTER COMPANY, a co-partnership composes of Kenneth Shibley and Paul Bovard, as Principal, and NATIONAL SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish material to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of four thousand nine hundred dollars (\$4900.00), lawful money of the United States, for which payment, well and truly to be made, the said principal binds itself, its successors and assigns, and the said surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 9th day of October, 1923.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract, dated October 22, 1923, is about to be made and executed by THE CITY OF SAN DIEGO, the party of the first part therein, and the above named CALIFORNIA FILTER COMPANY, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract, said contractor agrees to furnish the necessary labor and materials to complete the work described in said contract, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth;

NOW, THEREFORE, should said California Filter Company, contractor, well and truly pay or cause to be paid all claims against them, for such labor or materials, or either, or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise, to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said principal and surety, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or any of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

CALIFORNIA FILTER COMPANY,
Principal.

By PAUL F. BOVARD
KENNETH SHIBLEY

By NATIONAL SURETY COMPANY
F. J. CRISP
Resident Vice President
A. C. ROBESON
Resident Asst. Secretary
Surety.

(SEAL)

STATE OF CALIFORNIA,)
City and County of San Francisco) ss.

On the 9th day of October in the year One Thousand Nine Hundred and Twenty-three before me, THEO. FROLICH, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared F. J. Crisp and A. C. Robeson known to me to be the Resident Vice-President and Resident Assistant Secretary respectively of the NATIONAL SURETY COMPANY, the Corporation described in and that executed the within and annexed instrument, and also known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and they duly acknowledged to me that such corporation executed the same.

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

(SEAL)

My Commission Expires March 1, 1924.

THEO. FROLICH
Notary Public in and for the City and County of
San Francisco, State of California
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 22nd day of October 1923.

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, CALIFORNIA FILTER COMPANY, a co-partnership composed of Kenneth Shibley and Paul Bovard, as Principal, and NATIONAL SURETY COMPANY, a corporation organized and existing under the laws of the State of New York, and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-four hundred fifty dollars (\$2450.00), 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, the said principal binds itself, its heirs, executors, administrators and assigns, and the said surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 9th day of October, 1923.

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; and

WHEREAS, in and by said contract, said principal agrees to furnish the necessary labor and materials to complete the work described in said contract, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth;

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

IN WITNESS WHEREOF, the said Kenneth Shibley and Paul Bovard have hereunto subscribed their names, on behalf of said California Filter Company, 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.

CALIFORNIA FILTER COMPANY.

By Paul H. Bovard
Kenneth Shibley

NATIONAL SURETY COMPANY

By F. J. Crisp
Resident Vice-President
A. C. Robeson
Resident Asst. Secretary
Surety.

(SEAL)

STATE OF CALIFORNIA,

) ss.

City and County of San Francisco,)

On the 9th day of October in the year One Thousand Nine Hundred and Twenty-three before me, THEO. FROLICH, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared F. J. Crisp and A. C. Robeson known to me to be the Resident Vice-President and Resident Assistant Secretary respectively of the NATIONAL SURETY COMPANY, the Corporation described in and that executed the within and annexed instrument, and also known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and they duly acknowledged to me that such corporation executed the same.

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

(SEAL)

THEO FROLICH
Notary Public in and for the City and County of
San Francisco, State of California
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 22nd day of October, 1923

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 22nd day of October, 1923, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and the CALIFORNIA FILTER COMPANY, a co-partnership composed of Kenneth Shibley and Paul F. Bovard, 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 for the installation of, and to install, complete, at the Torrey Pines Pumping Station at the Torrey Pines Reservoir, in The City of San Diego, California, two (2) California Filter Company's Type H-8 Water Wash Horizontal Steel Tank Pressure Filters, together with all the necessary inside piping, fittings, parts, valves, battery piping, etc., therefor; all in accordance with the drawings and specifications therefor 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 for the sum of nine thousand eight hundred dollars (\$9800.00).

Said contractor agrees to commence said work within 10 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within sixty days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by it to be performed, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of nine thousand eight hundred dollars (\$9800.00), said payments to be made as follows:

Upon the delivery of all equipment, complete, at the Torrey Pines Reservoir, fifty per cent. (50%) of the said contract price shall be paid said contractor; upon the completion of all of the said work, and the acceptance of the same by the Common Council, an additional twenty-five per cent. (25%) of the whole contract price shall be paid to 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 first been obtained.

Said contractor further agrees that it will be bound by each and every part of said drawings 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 or supplies to be used in the performance of said work, by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work by the Common Council, ~~the said contractor~~ the said contractor will repair or replace such damage at its 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 changes, except upon formal written agreement between the parties hereto.

Further, said contractor agrees to hold and save said 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, its agents, servants or employees, or any of them, be enjoined from furnishing or using any invention, article, material or appliance supplies 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 Manager of Operation. Or, in the event that the said Manager of Operation 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 proceeding 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 and in that event the Manager of Operation 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 it and its surety, notwithstanding final payment under this contract may have been made.

Said contractor further agrees to save said The 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 its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractor further agrees to furnish said City with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, 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 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.

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 said City, 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 The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said Kenneth Shibley and Paul Bovard have hereunto subscribed their names on behalf of said co-partnership, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HEED
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK, Deputy

PAUL F. BOVARD
KENNETH SHIBLEY
Co-partners doing business under
the co-partnership name of
CALIFORNIA FILTER COMPANY.

I hereby approve the form of the foregoing contract, this 5th day of October, 1923.

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 between The City of San Diego and the California Filter Company, being Document No. 154629.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Stiles M. Johnson Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 29th day of October, 1923, 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 C. JAMES SMITH, 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 first day of November 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 6th day of October, 1923, 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, naphtha, 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 Lot No. 1781, the west one-half of Pueblo Lot No. 1780, the east one-half of Pueblo Lot No. 1785, the west one-fourth of Pueblo Lot No. 1253, and the south three-fourths of Pueblo Lot No. 1265; comprising 495 acres, more or less,

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 shall 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 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 6th day of April, 1924, 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 eighteen (18) 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 fifty (50) 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, naphtha, or maltha, or gas, 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 of 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 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 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 within the time prescribed with each of the conditions herein set forth, any and all rights under this lease shall automatically terminate and be forfeited, and said first party shall have the right to re-enter and take possession of said premises without further notice or legal action.

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 29th day of October, 1923.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk

By FRED W. SICK Deputy

C. JAMES SMITH
Party of the Second Part.

I hereby approve the form of the foregoing Lease, this 8th day of October, 1923.

S. J. HIGGINS, City Attorney
By ARTHUR F. H. WRIGHT
Deputy City Attorney

L E A S E

THIS AGREEMENT, made and entered into this 5th day of November, 1923, 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 JULIAN POHL, 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 December 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 2nd day of November, 1923, 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, comprising 520 acres, more or less, 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 shall 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 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 5th day of November, 1924, 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 eighteen (18) 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 fifty (50) 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 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, or gas, 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 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 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 of comply fully and fairly within the time prescribed with each of the conditions herein set forth, any and all rights under this lease shall automatically terminate and be forfeited, and said first party shall have the right to re-enter and take possession of said premises without further notice or legal action.

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 5th day of November, 1923.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council
Party of the First Part.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk
By FRED W. SICK, Deputy

JULIAN POHL
Party of the Second Part.

I hereby approve the form of the foregoing Lease, this 5th day of November, 1923.

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 between THE CITY OF SAN DIEGO and C. JAMES SMITH, being Document No. 154255 and of Lease between THE CITY OF SAN DIEGO and JULIAN POHL, being Document No. 155340.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Stiles M. Johnson Deputy

PIPE LINE LICENSE

THIS INSTRUMENT, Made this 30th day of March 1923, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation (hereinafter called the "Licensor") party of the first part, and THE CITY OF SAN DIEGO, a Municipal Corporation of California, (hereinafter called the "Licensee"), party of the second part.

IN CONSIDERATION of the sum of Five and No/100 DOLLARS, (\$5.00) in hand paid by the Licensee to the Licensor, the receipt of which is hereby acknowledged, and the faithful performance by the Licensee of the covenants herein contained, the Licensor licenses the Licensee to construct and maintain pipe lines two and 3/4 inches in diameter (hereinafter called the "CROSSING"), to be used for carrying water across or along the right of way of the Licensor at or near the station of San Diego, San Diego County, California, said pipe line entering the Licensor's premises at a point opposite Mile Post 265 plus 4139.6', and leaving said premises at a point opposite Mile Post 265 plus 4106, 4163.8' & 4226.7, the location thereof being more particularly shown upon the print hereto attached marked "Exhibit A" and made a part hereof.

IN CONSIDERATION of the foregoing license, the Licensee agrees, at its own cost and subject to the supervision and control of the Licensor's chief engineer, to locate, construct and maintain the CROSSING in such a manner and of such material that it will not at any time be a source of danger to or interference with the tracks, roadbed and property of the Licensor, or the safe operation of its railroad, and that said CROSSING shall be constructed, installed and thereafter maintained in conformity with the plans and specifications shown on the prints hereto attached, marked "Exhibit B" and made a part hereof. If at any time the Licensee shall in the judgment of the Licensor, fail to properly perform its obligations under this section, the Licensor may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, ~~Licensee may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad,~~ and in such event the Licensee agrees to pay, within fifteen (15) days after bill shall have been rendered therefor, the cost so incurred by the Licensor, plus a sum equal to ten per cent (10%) thereof; but failure on the part of the Licensor to perform the obligations of the Licensee, shall not release the Licensee from liability hereunder for loss or damage occasioned thereby.

The Licensee further agrees at all times to indemnify and save harmless the Licensor against all claims, demands, actions or causes of action arising or growing out of any loss of or damage to property or injury to or death of persons which may be due in any manner to the construction, use, maintenance, state of repair or presence of the CROSSING, and to pay to the Licensor the full amount of any loss or damage which the Licensor may sustain, incur or become liable for on account thereof.

THIS LICENSE is given by the Licensor and accepted by the Licensee upon the express condition that the same may be terminated at any time by either party upon ten (10) days' notice in writing to be served upon the other party, stating therein the date that such termination shall take place, and that upon the termination of this license in this or any other manner herein provided, the Licensee, upon demand of the Licensor, shall abandon the use of the CROSSING and remove the same and restore the right of way and tracks of the Licensor to the same condition in which they were prior to the placing of the said CROSSING thereunder. In case the Licensee shall fail to restore the Licensor's premises as aforesaid within ten (10) days after the effective date of termination, the Licensor may proceed with such work at the expense of the Licensee. No termination hereof shall release the Licensee from any liability or obligation (whether of indemnity or otherwise) which may have attached or accrued previous to or which may be accruing at the time of such termination.

Any notice, request, instructions or revocation of this license to be given by the Licensor to the Licensee hereunder shall be deemed to be properly served if the same be delivered to the Licensee, or if deposited in the post-office, postpaid, addressed to the Licensee at San Diego, California.

In the event that the Licensee herein embraces two or more persons or corporations, all the covenants and agreements of the Licensee in this license shall be the joint and several covenants and agreements of such persons or corporations.

All the covenants and provisions of this instrument shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the parties to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, or any subsequent assignee, shall be binding upon the Licensor without the written consent of the General Manager or an Assistant General Manager of the Licensor in each instance.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
By W. H. BREWER
Its Assistant to General Manager
THE CITY OF SAN DIEGO
By F. A. RHODES
Its Manager of Operation
(Licensee)

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk
By FRED W. SICK Deputy

(Attached is print of Engineer's
Drawings No. L-3-4808 and No.
L-4-4048, Sheets 1 & 2.)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of PIPE LINE LICENSE between the Atchison, Topeka and Santa Fe Railway Company and The City of San Diego, being Document No. 155594.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Clark M. Foote Jr Deputy

L E A S E

THIS INDENTURE, made this 19th day of November, 1923, 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. 9211 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 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, 1923, at a yearly rental of thirty dollars (\$30.00), payable in advance.

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.

Said Lessee further covenants and promises and agrees to use and maintain said property for grazing and pasturage purposes only; and it is agreed that if said premises are used for any purpose other than those herein specified, or if 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 VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk
By FRED W. SICK Deputy

G. H. LEWIS
Lessee
S. J. HIGGINS, City Attorney
By ARTHUR F. H. WRIGHT, Deputy

I hereby approve the form of the foregoing Lease this 2nd day of November, 1923.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Lease between The City of San Diego, and G. H. Lewis, being Document No. 155646-1/2.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By

Clark M. Foote Jr

Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES CAST IRON PIPE & FOUNDRY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New Jersey as principal, and NATIONAL SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Sixteen thousand dollars (\$16,000.00), 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 29th day of October, 1923.

THE CONDITION OF THE ABOVE 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 1052 tons (2000 pounds each), of cast iron water pipe, f.o.b. cars San Diego, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the materials to be furnished.

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.

U. S. CAST IRON PIPE & FDY. CO.

R. W. MARTINDALE

Pac. Coast Mgr.

Principal

NATIONAL SURETY COMPANY

Surety

(SEAL) ATTEST:

Olga Stromset

Resident Assistant Secretary.

By F. J. Crisp

STATE OF CALIFORNIA,

ss.

CITY AND COUNTY OF SAN FRANCISCO)

On the 29th day of October in the year One Thousand Nine Hundred and Twenty-three before me, THEO. FROLICH, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared F. J. Crisp and Olga Stromset known to me to be the Resident Vice-President and Resident Assistant Secretary respectively of the NATIONAL SURETY COMPANY, the Corporation described in and that executed the within and annexed instrument, and also known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and they duly acknowledged to me that such corporation executed the same.

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

THEO. FROLICH

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

(SEAL)

My Commission Expires March 1, 1924.

I hereby approve the form of the within Bond, this 20th day of November, 1923.

S. J. HIGGINS

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 26th day of November, 1923.

VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL

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 22nd day of October, 1923, 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, by and through the Common Council, hereinafter sometimes designated as the City, and UNITED STATES CAST IRON PIPE & FOUNDRY 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 and deliver to said City:

325 tons (2000 lbs. each) of four-inch hub and spigot Class B cast iron water pipe; in twelve-foot lengths;

155 tons (2000 lbs. each) of six-inch hub and spigot Class B cast iron water pipe; in twelve-foot lengths;

280 tons (2000 lbs. each) of six-inch hub and spigot Class B cast iron water pipe; in five-meter lengths;

260 tons (2000 lbs. each) of eight-inch hub and spigot Class B cast iron water pipe; in twelve-foot lengths;

7 tons (2000 lbs. each) of ten-inch hub and spigot Class B cast iron water pipe; in twelve-foot lengths;

25 tons (2000 lbs. each) of twelve-inch hub and spigot Class B cast iron water pipe; in twelve-foot lengths;

All of said pipe to conform to the specifications and standards of the American Water Works Association, and to be delivered f.o.b. San Diego.

Said contractor agrees to furnish and deliver all of the water pipe hereinabove described at and for the following prices, to-wit:

325 tons four-inch pipe, in twelve-foot lengths, at and for the price of sixty-two and 30/100 dollars (\$62.30) per ton;
 155 tons six-inch pipe, in twelve-foot lengths, at and for the price of fifty-eight and 30/100 dollars (\$58.30) per ton;
 280 tons six-inch pipe, in five-meter lengths, at and for the price of fifty-nine and 30/100 dollars (\$59.30) per ton;
 260 tons eight-inch pipe, in twelve-foot lengths, at and for the price of fifty-eight and 30/100 dollars (\$58.30) per ton;
 7 tons ten-inch pipe, in twelve-foot lengths, at and for the price of fifty-eight and 30/100 dollars (\$58.30) per ton;
 25 tons twelve-inch pipe, in twelve-foot lengths, at and for the price of fifty-eight and 30/100 dollars (\$58.30) per ton;

The contractor agrees to commence delivery of said pipe within 90 days from and after the date of the execution of this contract, and to complete all deliveries of said pipe on or before the 1st day of March, 1924.

In consideration of the delivery of said pipe 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, and upon the acceptance of said pipe by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City the sums of money for said pipe hereinabove specified.

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

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

It is mutually agreed 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 a resolution duly adopted 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 22nd day of October, 1923.

By

THE CITY OF SAN DIEGO.

VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK, Deputy.

O K RWM

United States Cast Iron Pipe and Foundry Company,
Contractor.

By N. H. RUSSELL

President

ATTEST:

CHAS. R. RAUTH

Sect'y

I hereby approve the form of the foregoing Contract, this 22nd day of October, 1923.

S. J. HIGGINS

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 and United States Cast Iron Pipe & Foundry Company, being document number 154632.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

L E A S E

THIS LEASE, made and entered into this 19th day of November, 1923, between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, party of the first part, and MRS. 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 14th day of September, 1923, - to-wit, to and including the 13th day of September, 1924.

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 to 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 Dollars (\$20.00) 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 to the said 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 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

It is further understood and agreed between the parties hereto that at the expiration of said term of one year from January 1st, 1924, said Lessee will surrender up and deliver said space to said Lessor in as good condition as the same is received, reasonable use, wear and tear thereof and damage by the elements excepted.

IN WITNESS WHEREOF said Lessors have hereunto set their hands and said Lessee has caused this agreement to be executed by its proper officers thereunto duly authorized, the day and year in this instrument first above written.

THOMA & HARKEY, doing business as
THE SERVICE GARAGE.
By HAROLD THOMA
JESSE G. HARKEY
Lessors.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.
Lessee.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.

By FRED W. SICK
Deputy.

I hereby approve the form of the foregoing Lease, this 24th day of December, 1923.

S. J. HIGGINS, City Attorney.
By STANLEY T. HOWE
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between THOMA & HARKEY, doing business as THE SERVICE GARAGE, and THE CITY OF SAN DIEGO, being Document No. 156444.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Fouts Jr Deputy.

AGREEMENT FOR TRAFFIC SERVICE BETWEEN

THE CITY OF SAN DIEGO and ARTHUR F. CHESSMAN.

THIS AGREEMENT, made and entered into in the City of San Diego, State of California, on this 14th day of January, 1924, by and between ARTHUR F. CHESSMAN, of the City 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, party of the second part, WITNESSETH:

I. That the party of the first part will carefully audit, for the purpose of determining if charges have been correctly assessed in accordance with legally published rates, all freight bills covering transportation charges on freight moving by rail, steamship, express or truck.

II. That the party of the first part will file all claims of any name or nature against the carriers and prosecute them to a final conclusion, vouchers in payment thereof to be made payable to party of the second part, coming through the hands of the party of the first part for the purpose of completing records.

III. That the party of the second part will, on receipt of vouchers or drafts in settlement of any overcharges that may have been found to exist, pay to the party of the first part fifty percent. (50%) of the amount or amounts so recovered.

IV. That the party of the second part will permit the party of the first part, or one or more of its employees that it may designate, to examine bills covering freight transportation charges that may be paid to common carriers within a period of one year from date of this agreement; also bills covering freight transportation charges paid within a period of two years prior to date of this agreement, which in the opinion of both parties hereto may be audited or checked to their mutual advantage.

V. That this transaction involves no expense whatever to the party of the second part except as heretofore herein described.

VI. It is understood by said first party that said second party makes this agreement in subordination to that certain agreement made by said second party with Carmichael-Skidmore Corporation, a corporation, on the 8th day of August, 1923, and it is understood by the parties hereto that if the work undertaken hereunder by said Arthur F. Chessman shall conflict with the work agreed to be done by said Carmichael-Skidmore Corporation, a corporation, that then and in that event the City of San Diego shall be under no obligation whatsoever to said Arthur F. Chessman.

VII. That the terms of this agreement shall be binding on all parties hereto and shall remain in force for a period of one year from date hereof.

IN WITNESS WHEREOF said first party has hereunto set his hand and said second party has caused this Agreement to be executed by its proper officers thereunto duly authorized, this 14th day of January, 1924.

ARTHUR F. CHESSMAN
Party of the First Part.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council
Party of the Second Part.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By STILES M. JOHNSON,
Deputy.

I HEREBY APPROVE THE FORM OF THE FOREGOING Agreement this 20 day of November, 1923.

S. J. HIGGINS, City Attorney.
ARTHUR F. WRIGHT, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT for TRAFFIC SERVICE between The City of San Diego and Arthur F. Chessman, being Document No. 155680.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Forte Jr Deputy.

L E A S E.

THIS INDENTURE OF LEASE, made this 29th day of December, 1923, 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 authority conferred by Ordinance No. 9275 of the ordinances of The City of San Diego, authorizing the execution of this lease, and D. A. BAKER, GRACE B. DIFFENDORF, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessees, 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 northerly portion of Pueblo Lot 1355 of the Pueblo Lands of The City of San Diego, more particularly described as follows, to-wit: Beginning at a concrete monument at the northwesterly corner of Pueblo Lot 1355; thence south 47°02'54" East, along the easterly line of The City of San Diego 2434.17 feet to a concrete monument; thence south 74°34'13" west 1266.4 feet to a concrete monument; thence north 15°41'47" west, 2073.08 feet to the point of beginning;

Also, all that certain portion of Pueblo Lots 1314, 1315, 1319, 1316, 1317, 1318, 1321, 1322, 1327 and 1351, as shown on the plat attached hereto, marked 184-D and made a part hereof, containing 710.19 acres, said lands being those lands included within lines marked in red on said plat;

Also, that portion of Pueblo Lot 1336 particularly described as follows: Beginning at the northeast corner of said Pueblo Lot 1336; thence north 89°42'40" west, along the north line of said Pueblo Lot 1336, a distance of 1530 feet to a point; thence south 38°43'10" east, 552.36 feet to a point; thence south 7°27' west, 551.97 feet to a point; thence south 26°02'40" east, 613.55 feet to a point; thence south 85°05'50" east, 368.05 feet to a point; thence south 55°55'30" east, 492.09 feet to a point on the east line of said Pueblo Lot 1336; thence north along the said east line of Pueblo Lot 1336 a distance of 1830 feet to the point or place of beginning, containing 36.14 acres, as shown on the plat attached hereto marked 581-B and made a part hereof, and being those lands included within the lines marked in red on said plat;

Also, that portion of Pueblo Lot 1329 particularly described as follows: Beginning at a point on the northwesterly line of Pueblo Lot 1329 distant 506.9 feet southwesterly from the northeast corner of said Pueblo Lot 1329; thence south 74°59'30" west along the northwesterly line of said Pueblo Lot 1329 a distance of 980.3 feet to a point; thence south 63°57'30" east, a distance of 32.18 feet to a point; thence south 69°54' east a distance of 46.27 feet to a point; thence south 81°03'30" east a distance of 46.05 feet to a point; thence south 87°0'30" east a distance of 71.88 feet to a point; thence south 83°47'30" east a distance of 48.66 feet to a point; thence south 71°13'30" east a distance of 47.67 feet to a point; thence south 50°03' east a distance of 59.10 feet to a point; thence south 44°06' east a distance of 121.97 feet to a point; thence south 46°18' east a distance of 201.70 feet to a point; thence north 77°10' east a distance of 743.83 feet to a point; thence north 39°07' west a distance of 534.99 feet to the point of beginning; containing 8.63 acres more or less,

for a term beginning January 1, 1924, and ending on the 31st day of December, 1924, at a rental of Five Hundred Fifty Dollars (\$550.00) for said term, payable in advance.

And said lessees do 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 at the expiration of said term, the said lessees will peaceably and quietly surrender the possession of said premises, together with all improvements of any kind or character now or hereafter situated or placed on any of said land, to The City of San Diego, in as good state and condition as reasonable use thereof will permit.

Said lessees further covenant and agree that they will neither construct upon nor remove from said lands, any fences, without the consent of the Manager of Operation of said The City of San Diego.

Said lessees further covenant and agree that they will not assign their interest in said lease or in the lands hereby leased, and that they will not sublet the same without the consent of the Common Council of said City, in writing, having first been obtained.

Said lessees further covenant and agree to use and maintain all of the property hereinabove described for pasturage and agricultural purposes only. In the event that said lessees attempt to use said lands for any other purpose, then and in that event this lease shall immediately terminate and expire.

And said City does hereby covenant, promise and agree that said Lessees, 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 lessees have hereunto affixed their signatures, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

JNO. A. HELD

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

GRACE B. DIFFENDORF
D. A. BAKER

I hereby approve the form of the foregoing Lease, this 23rd day of November, 1923.

S. J. HIGGINS, City Attorney,
By ARTHUR F. WRIGHT, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between The City of San Diego and Grace B. Diffendorf, D. A. Baker, being Document No. 155739.

City Clerk of the City of San Diego, California.

By Clark M. Foose Jr Deputy.

BOND FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, A CORPORATION, as principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation, organized and existing under and by virtue of the laws of the State of Connecticut as surety, are jointly and severally bound unto the City of San Diego, a municipal Corporation in the County of San Diego, State of California, in the sum of

Three hundred (300) 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 heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of January, A. D. 1924.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into a contract with THE CITY OF SAN DIEGO, 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, between the southwesterly line of West Point Loma Boulevard and the northeasterly line of Newport Avenue, in the 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 CONS. GAS & ELECTRIC CO.
L. M. KLAUBER Vice President

(SEAL)
M. B. FOWLER
Secretary

THE AETNA CASUALTY AND SURETY COMPANY
By FRANK A. SALMONS
Resident Vice-President

(SEAL) Attest:
F. S. BOWERS
Resident Assistant Secretary.

I hereby approve the form of the within and foregoing Bond, this 12th day of January, A. D. 1924.

S. J. HIGGINS,
City Attorney of the City of San Diego, California,
By ARTHUR E. H. WRIGHT, Deputy.

I hereby certify that the Common Council of the City of San Diego did by Resolution No. 30535, passed and adopted on the 7th day of January, 1924, require and fix the sum of \$300.00 as the penal sum of the foregoing undertaking.

(SEAL) ALLEN H. WRIGHT
City Clerk of The City of San Diego, California, and ex-officio Clerk of the Common Council of said City.
By FRED W. SICK, Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into this 14th day of January, 1924, 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 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 ABBOTT STREET, in said City of San Diego, between the southwesterly line of West Point Loma Boulevard and the northeasterly line of Newport Avenue, together with the maintenance of the posts, wires, conduits and lamps on said Abbott Street, between said points. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after August 14, 1923.

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. 153418, on file in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of two hundred eleven and 53/100 dollars (\$211.53), in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party further agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of eight hundred forty-six and 15/100 dollars (\$846.15), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Abbott Street Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of eight hundred forty-six and 15/100 dollars (\$846.15) shall be paid out of any other fund than said special fund designated as "Abbott Street Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of eight hundred forty-six and 15/100 dollars (\$846.15).

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said Act of the Legislature) will the City of San Diego, or any officer thereof, be liable for any portion of the expense of said work (other than said sum of two hundred eleven and 53/100 dollars), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached, by its proper officers, thereunto duly authorized and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By L. M. KLAUBER
Vice President

(SEAL) ATTEST:
M. B. FOWLER,
Secretary.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

I hereby approve the form of the foregoing Contract, this 12th day of January, 1924.

S. J. HIGGINS, City Attorney.
By ARTHUR E. HWRIGHT
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between the San Diego Consolidated Gas & Electric Company, a corporation, and the City of San Diego, being Document No. 156920.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

LEASE

THIS INDENTURE, made in duplicate this Nineteenth day of January, 1924, between ED STREICHER, hereinafter called the "Lessor", party of the first part, and the CITY OF SAN DIEGO, A MUNICIPAL CORPORATION, hereinafter called the "Lessee", party of the second part.

WITNESSETH:

That the party of the first part, as lessor, does hereby demise and lease unto the party of the second part, as lessee, and the party of the second part does hereby rent and take as lessee; the space known and designated as the second floor of that certain two story building, situate on Lot "L", Block 121, Horton's Addition, being the Southwest corner of Eighth and "E" Streets, in the City of San Diego, State of California, to be used by the said lessee for the San Diego Public Library, for the term commencing February 1st, 1924 and ending August 31st, 1927. (at midnight).

YIELDING AND PAYING THEREFOR

during the term thereof, the sum of SEVEN THOUSAND FOUR HUNDRED FIFTEEN AND NO/100 (\$7,415.00) legal tender of the United States, payable in advance on the first day of each and every month during the term thereof, in sums or payments as follows: One Hundred Sixty-five and No/100 Dollars (\$165.00) per month commencing February 1st, 1924, up to and including the month of December, 1924, and One Hundred Seventy-five and No/100 Dollars (\$175.00) per month for the balance of said term. Said rents are to be paid at the office of John Burnham & Company, in the City of San Diego, State of California, unless written notice to the contrary be given by the party of the first part.

PROVIDED:

That the lessee shall at least thirty days before the expiration of the term hereof, give to the lessor a written notice of its intention to surrender the premises on that date; is such notice is not given, then the lessee shall be liable for the rent for one additional month; and

Provided, that if the lessee hold possession of the premises after the term of the lease, such lessee shall become a tenant from month to month at the rent and upon the terms herein specified, and shall continue to be such tenant until the tenancy shall be terminated by the lessor or until the lessee shall have given to the lessor a written notice of at least one month of its intention to terminate the tenancy.

IT IS EXPRESSLY COVENANTED:

understood and agreed by and between the parties hereto, that the said/lease is upon the following conditions and covenants, all of which the lessee, its legal representatives and assigns do hereby covenant and agree to and with the lessor, his representatives and assigns to fully observe, keep and perform,

FIRST: The premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any other purpose other than above mentioned without the written consent of the lessor first obtained and endorsed hereon, and if so assigned, let or underlet, used or permitted to be used without such written consent, the lessor may re-enter and re-let the premises, this lease by such unauthorized act becoming void if the lessor shall so determine and elect.

SECOND: It is understood and agreed that the lessee accept the premises in the condition it now is, and that no representations as to the condition or repair thereof, was made by the lessor, or his agent prior to or at the execution of this lease that are not herein contained or hereon endorsed; that said premises shall not be altered or changed without the written consent of the lessor and that unless provided by written agreement, all repairs, alterations, improvements, requirements and changes that may be or become necessary, shall be done either by or under the direction of the lessor, but at the cost of the lessee (except the roof and outside walls which the lessor agrees to keep in repair); that all alterations, additions and improvements, made in and to the premises, shall unless otherwise provided by written agreement, be the property of the lessor, and shall remain upon and be surrendered with the premises; that all damages or injury done to the premises by the lessee, or by any person

who may be in or upon the premises with the consent of the lessee, shall be paid for by the lessee, and that the lessee shall at the termination of this lease, surrender the premises to the lessor in as good condition as reasonable and proper use thereof will permit, (damages by the elements alone excepted).

THIRD: That if the building or above described premises shall be destroyed by fire or other cause, or be they so damaged thereby, that they become untenable and are not rendered tenable by the lessor within sixty days from the date of injury, this lease may be terminated by either party; that in such case the premises are so damaged as not to require a termination of this lease as above provided, the lessee shall not pay the rent herein specified during the time that the premises are wholly unfit for occupancy.

FOURTH: That if the rent shall be due and unpaid for the period of five days after the same shall become due and payable, this lease shall become null and void at the option of the lessor.

FIFTH: That the lessee shall not keep or permit to be kept by anyone on the demised premises any article which the insurance companies may deem extra hazardous or which increases the rate of insurance.

SIXTH: That the lessor shall not be held liable or accountable for any damage that may occur from leakages or otherwise to the stock or other personal property belonging to the lessee, or to any other person while being or contained in the demised premises, or for any damage that may arise from any act or neglect of any co-tenant or other occupants of the same building.

SEVENTH: The lessee hereby agrees to conduct a good and orderly place and to comply with all the ordinances of the City of San Diego, in and about the said leased premises.

EIGHTH: The said lessee hereby agrees to indemnify and save harmless the said lessor from all loss, injury and damages which may be suffered or sustained by any person, firm or corporation by reason of or on account of any accidents on said premises or by reason or on account of any and all acts, omissions or neglect of the said lessee, its agents, servants or employees or any of them in and about the said premises.

NINTH: That the lessee shall not paint, place or cause to be painted or placed, any sign of any description on the exterior of the premises without first obtaining the permission of the lessor, his agent or attorney.

TENTH: That, in case of the violation by the lessee of any of the terms and conditions of this lease, the lessor may either terminate this lease without notice and take possession of the premises, or may enter and possess the premises as the agent of the lessee and for its account.

ELEVENTH: That the lessee hereby waives all claims for damages that may be caused by the lessor in re-entering and taking possession of the premises as herein provided, and all claims for damages that may result from the destruction of or injury to the premises or building thereby; and all claims for damages to or loss of such property belonging to the lessee, as may be in or upon the premises at the time of such re-entering.

IN WITNESS WHEREOF, the lessor and lessee have hereunto executed these presents in duplicate the day and year first above written.

ED STREICHER

CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO A. HELD
FRED A. HEILBRON
HARRY K. WEITZEL

(SEAL) Attest:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

I hereby approve the form of the foregoing Lease, this 21st day of January, 1924.
S. J. HIGGINS, City Attorney.
By ARTHUR F. H. WRIGHT
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a true, full, and correct copy of LEASE from Ed Streicher to the City of San Diego, A Municipal Corporation, being document No. 157405.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foot Deputy.

CONTRACT WITH THE EQUITABLE ASPHALT MAINTENANCE COMPANY,
KANSAS CITY, MISSOURI.

THIS AGREEMENT, made and entered into this 14th day of January, 1924, by and between THE EQUITABLE ASPHALT MAINTENANCE COMPANY, a corporation, (the sole exclusive owners of the EQUITABLE SURFACE HEATER, a machine for heating surfaces, -patents applied for,--) party of the first part, and THE CITY OF SAN DIEGO, State of California, party of the second part:

WITNESSETH: That the said first party hereby leases and lets to the said second party for a period of five (5) years from this date, one of said surfacing machines, to be used in doing the work of re-surfacing and repairing Street Pavements in the City of San Diego, State of California.

It is further agreed that the party of the second part will pay the party of the first part ten (10¢) cents per square yard for the first thirty-six (36,000) thousand square yards of work done by the party of the second part with said machine; and five (5¢) cents per square yard for all work done with said machine thereafter; such payments to be made monthly upon settlements, made not later than the 10th day of each month, for work done the preceding month. Said machines to be fully tested and in perfect working order when delivered to said second party, f.o.b. Kansas City, Missouri.

The party of the second part may sublet said machine to Contractors doing re-surfacing work under contract for the City of San Diego, State of California, with the understanding and agreement that the party of the second part shall be responsible for said machine and collect all rentals due party of the first part as provided for under this agreement.

The said second party covenants and agrees with the party of the first part that should the aforesaid rental of five (5¢) ^{cent} per square yard amount to less than Five Hundred

(\$500.00) Dollars per year for said machine, so used by the said second party, it will pay the said first party the difference between the actual rental earned by said machine and Five Hundred (\$500.00) Dollars within ten days from the end of each year, but nothing herein shall be construed as limiting the rental to the said first party hereunder to the sum of Five Hundred (\$500.00) Dollars.

The said second party further agrees to keep said machine in repair during the life of this agreement and at the expiration of this agreement to deliver said machine to said first party f.o.b. Kansas City, Missouri, in as good condition as when received, wear and tear alone excepted.

The said party of the second part agrees to make no changes, additions or alterations in the said machine or any part thereof, or as to their method of operation, without the written consent of the said first party, and to keep said machine under cover when not in use.

IN TESTIMONY WHEREOF, the names of the parties hereto are hereunto subscribed by their duly authorized representatives.

THE EQUITABLE ASPHALT MAINTENANCE COMPANY
W. M. FREDERMANN
President.

(SEAL) ATTEST:
F. H. MOORE
Secretary.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK,
Deputy.

I hereby approve the form of the foregoing contract, this 14th day of January, 1924.

S. J. HIGGINS
City Attorney.
By ARTHUR F. H. WRIGHT
Deputy.

I HEREBY CERTIFY that the above and foregoing is a true, full, and correct copy of CONTRACT between the Equitable Asphalt Maintenance Company, and the City of San Diego, California, being Document No. 156969.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr Deputy.

LEASE.

THIS INDENTURE OF LEASE, made and entered into this 29th day of February, 1924, 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 A. J. COHN and R. HOPKINS, both of the said City of San Diego, California; 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:

Beginning on the U. S. Bulkhead Line as established in the year 1912, at a point south 50 degrees 50 minutes east, 350 feet from the intersection of the southeasterly line of Crosby Street produced southwesterly with the said Bulkhead Line; thence south 50 degrees 50 minutes east, along said Bulkhead Line a distance of 50 feet to a point; thence northeasterly on a line parallel to and distant 400 feet southeasterly from the said southeasterly line of Crosby Street produced southwesterly, to an intersection with the mean high tide line of the Bay of San Diego; thence northwesterly along said mean high tide line to an intersection with a line drawn parallel to and distant 350 feet southeasterly from the said southeasterly line of said Crosby Street produced southwesterly; thence southwesterly on a line parallel to and distant 350 feet southeasterly from the said southeasterly line of Crosby Street produced southwesterly to the point or place of beginning;

Also: 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 degrees 34 minutes 40 seconds 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 degrees 34 minutes 40 seconds 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;

Also; 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 first hereinabove described; thence south 38 degrees 34 minutes 40 seconds west along the southeasterly line of said tract first hereinabove described to an intersection with the U. S. Bulkhead Line of the Bay of San Diego, as established in 1912; thence south 50 degrees 50 minutes 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: 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 350.02 ft.

southeasterly from the southeasterly line of Crosby Street produced southwesterly; thence south 38 degrees 34 minutes 40 seconds west a distance of 1000.05 feet to an intersection with the U. S. Pierhead Line; thence south 50 degrees 50 minutes east along said Pierhead line a distance of 98.93 feet; thence north 38 degrees 34 minutes 40 seconds east a distance of 1000.05 feet to an intersection with the said Bulkhead Line; thence north 50 degrees 50 minutes west along said Bulkhead Line a distance of 98.93 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 Lessees for a term commencing December 1st, 1923 and terminating May 1st, 1942; at a rental of One Thousand and Seventy Dollars (\$1,070.00) for the month of December, 1923; and for a rental of Fifty-five Dollars (\$55.00) for each and every month thereafter, unless another and different rental shall be required of said Lessees. The rent shall be due and shall be paid monthly in advance upon the first day of each and every month during the term of this agreement. 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 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.

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.

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 Lessees 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 Lessees, or their successors or assigns, do 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 lessees 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 Lessees shall have the right and privilege of reclaiming and filling in with earth or other material taken from the bottom of the Bay of San Diego, that 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 (100) 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 building 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.

(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 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.

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

(9) ~~It~~ It is further stipulated and agreed that this lease is made upon the express condition that 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 Lessees of said tide lands, as may be required of them by the Harbor Commission of The Bay 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.

(10) In the event that the Lessees shall fail to establish and maintain the business of fish canning upon the 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 under this lease undertaken, then and in that event 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.

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 hereunto set their hands the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By M. A. GRAHAM

JNO. SEFTON JR.

W. C. CRANDALL

Members of the Harbor Commission of The City of San Diego, California.

Lessor.

(SEAL)

ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

A. J. COHN

R. HOPKINS

Lessees.

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 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 Lessees, 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 holders of the within lease shall so conduct their 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 approve the form of the foregoing Lease, this 18th day of January, 1924.

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 between THE CITY OF SAN DIEGO, Lessor, and A. J. COHN and R. HOPKINS, Lessees, being Document No. 157100.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

S. F. #5622-24

FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES STEEL PRODUCTS COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, 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 Twenty-four Hundred Dollars (\$2400.00), 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 13th day of March, 1924.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City one hundred and fifty-five (155) tons of 85# tee rail, and seventy-seven hundred and fifty (7750) tie plates f.o.b. cars on Municipal Pier No. 1 or Municipal Pier No. 2 at San Diego, California, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract 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 STEEL PRODUCTS COMPANY
Principal By A. T. DE FOREST
By HENRY V. D. JOHNS Vice-President
Surety.

UNITED STATES FIDELITY
AND GUARANTY COMPANY
(SEAL) ATTEST:
H. F. WILSON
Asst. Secy.

By ERNEST W. SWINGLEY
Attorneys in fact.

(SEAL)
ATTEST:
FRANCES JACOBSEN
STATE OF CALIFORNIA.
CITY AND COUNTY OF SAN FRANCISCO.) ss.

On this 13th day of March in the year one thousand nine hundred and twenty-four before me, Marie Forman, a Notary Public in and for the City and County of San Francisco, personally appeared Henry V. D. Johns and Ernest W. Swingley known to me to be the persons whose names are subscribed to the within instrument as the Attorneys-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and acknowledged to me that they subscribed the name of the United States Fidelity and Guaranty Company thereto as principal, and their own names as Attorneys-in-fact.

(SEAL) MARIE FORMAN
Notary Public in and for the City and County of San Francisco,
State of California.

I hereby approve the form of the within Bond, this 10th day of March, 1924.

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 March, 1924.

VIRGILIO BRUSCHI
FRED. A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 13 day of March, 1924, 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, by and through its Common Council, hereinafter sometimes designated as the City, and UNITED STATES STEEL PRODUCTS COMPANY, a corporation organized and existing under and by

virtue of the laws of the State of New Jersey, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

One hundred and fifty-five (155) gross tons of 85# tee rail for the price of Fifty-one and 10/100 Dollars (\$51.10) per gross ton, provided, however, that not to exceed five per cent. (5%) of said one hundred and fifty-five (155) gross tons of tee rails may be No. 2 rails, and for such as may be No. 2 rails an allowance of Two Dollars (\$2.00) per gross ton will be made to said City, and provided further that ninety per cent. (90%) of said rails shall be of 33-foot lengths, and that ten per cent. (10%) of said rails may be such rails as are known as "Shorts", which said rails may be shorter than 33 feet in length, but shall in no event be less than 24 feet in length; and

Seventy-seven hundred and fifty (7750) tie plates for the price of Seventy-two and 20/100 Dollars (\$72.20) per net ton.

Said track materials shall be in accordance with and shall conform to the specifications contained in Document No. 156564 of the Documents of The City of San Diego, on file in the office of the City Clerk of said City, and said document is by reference thereto made a part of this agreement as fully as if set out verbatim herein.

It is agreed that all of said track materials shall be delivered into cars at ship's tackle on Municipal Pier No. 1 or Municipal Pier No. 2 at San Diego, California, not later than the 25th day of May, 1924, and the Harbor Master of The City of San Diego is hereby designated as the party who shall direct whether delivery shall be made on said Municipal Pier No. 1 or said Municipal Pier No. 2.

Time is expressly made the essence of this agreement.

In consideration of the delivery of said track materials hereinabove designated, by said Contractor according to the terms of this agreement, and the faithful performance of all the obligations and covenants by said Contractor herein undertaken and agreed upon, and upon the acceptance of said track materials by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Fifty-one and 10/100 Dollars (\$51.10) per gross ton for one hundred and fifty-five (155) gross tons of 85# tee rail, provided, however, that five per cent. (5%) of said one hundred and fifty-five (155) gross tons of tee rail may be No. 2 rails, and for such as may be No. 2 rails an allowance of two dollars (\$2.00) per gross ton will be made to said City, and provided further that ninety per cent. (90%) of said rails shall be of 33-foot lengths, and that ten per cent. (10%) of said rails may be such rails as are known as "Shorts", which said rails may be shorter than 33 feet in length, but shall in no event be less than 24 feet in length; and said City will pay said Contractor the sum of Seventy-two and 20/100 Dollars (\$72.20) per net ton for seventy-seven hundred and fifty (7750) tie plates.

Said Contractor hereby agrees that it will be bound by each and every part of this contract and the specifications contained in said Document No. 156564 hereinabove referred to, and will deliver and cause to be delivered all of said track materials as herein specified and at the time and place herein specified.

No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall, at the option of The City of San Diego, terminate this agreement. All rights of action, however, for any breach of this agreement are hereby expressly reserved to said City.

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 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, in pursuance of a resolution duly adopted by said Common Council, authorizing such execution, and 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 17th day of March, 1924.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

UNITED STATES STEEL PRODUCTS COMPANY

By A. T. DE FOREST

Vice President.

(SEAL) ATTEST:

H. F. WILSON

Asst. Secy.

I hereby approve the form of the foregoing contract, this 17th day of March, 1924.

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 FAITHFUL PERFORMANCE BOND and AGREEMENT from the UNITED STATES STEEL PRODUCTS COMPANY to THE CITY OF SAN DIEGO, dated March 17th, 1924, being Document No. 158374.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Clark M. Fort Jr

Deputy.

(Annexed, Contract D, Municipal Pier No. 2, awarded to Robert E. McKee, Contractor)

CONTRACT BROADWAY LIGHTING DISTRICT NO. 1.

BOND FOR STREET LIGHTING.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation, as principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED AND TWENTY-FIVE DOLLARS (\$425.00), 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 27th day of March, 1924.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into a contract with THE CITY OF SAN DIEGO, 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 BROADWAY, in said City, between the east line of Eighth Street and the west line of Sixteenth Street, 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 M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS

Resident Vice-President.

Attest: B. J. SHAEFER

Resident Assistant Secretary.

(SEAL)

I hereby approve the form of the within and foregoing Bond, this 31st day of March, 1924.

S. J. HIGGINS

S. J. HIGGINS, City Attorney

By

Deputy City Attorney.

I hereby certify that the Common Council of The City of San Diego did by Resolution No. 31065, passed and adopted on the 24th day of March, 1924, require and fix the sum of \$425.00 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.

By FRED W. SICK

(SEAL)

Deputy.

THIS AGREEMENT, made and entered into this 24th day of March, 1924, 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 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 BROADWAY, in said City, between the east line of Eighth Street and the west line of Sixteenth Street; together with the maintenance of the ornamental posts, wires, conduits and lamps on said Broadway, between the points above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period commencing on the 10th day of December, 1923, and ending on the 30th day of June, 1924.

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. 156075, 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 three hundred twenty-eight and 73/100 dollars (\$328.73) as follows: six 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 \$49.31, and one warrant for the sum of \$32.87 to cover the first twenty-two days of said term.

And said second party further agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of thirteen hundred fourteen and 91/100 dollars (\$1314.91), as follows: six 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 "Broadway Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of \$197.24, and one warrant for the sum of \$131.47 to cover the first twenty-two days of said term.

And it is further mutually agreed that no part or portion of said sum of thirteen hundred fourteen and 91/100 dollars (\$1314.91) shall be paid out of any other fund than said special fund designated as "Broadway 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 acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of thirteen hundred fourteen and 91/100 dollars (\$1314.91).

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 said sum of three hundred twenty-eight and 73/100 dollars), nor for any

delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached, by its proper officers, thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By L. M. KLAUBER
Vice-President

(SEAL)

ATTEST:

M. B. FOWLER
Secretary.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL)

ATTEST:

ALLEN H. WRIGHT
City Clerk.

By FRED W. SICK
Deputy.

I hereby approve the form of the foregoing Contract, this 31st day of March, 1924.

S. J. HIGGINS
S. J. HIGGINS, City Attorney.

By _____
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of BOND FOR STREET LIGHTING and AGREEMENT by and between the San Diego Consolidated Gas & Electric Company, a corporation, and the City of San Diego, California, being Document No. 159160.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

AGREEMENT OF COMPROMISE.

THIS AGREEMENT, made and entered into this 4th day of April, 1924, by and between G. F. KORTE and HELENA KORTE, and THE CITY OF SAN DIEGO, by and through a majority of the members of the Common Council thereof,

WITNESSETH:

WHEREAS, there is pending in the Superior Court of the State of California, in and for the County of San Diego, an action, entitled, "No. 40819, G. F. Korte and Helena Korte, plaintiffs, vs. The City of San Diego, defendant;" and

WHEREAS, the said plaintiffs G. F. Korte and Helena Korte, and the defendant, The City of San Diego, by and through a majority of the members of the Common Council thereof, are desirous of settling and compromising said litigation, NOW, THEREFORE,

It is expressly understood and agreed by and between both parties hereto:

First: That in consideration of the covenants and agreements on the part of said plaintiffs, G. F. Korte and Helena Korte, as herein expressed and set forth, said The City of San Diego will construct at its own expense, in lieu of that portion of the road leading to the Korte Ranch in Skye Valley, in the County of San Diego, State of California, which was submerged by the flooding of reservoir lands in Barrett Reservoir, by The City of San Diego, a road similar in character and equal in grade width and contours to the remaining portions of said road, which will connect with the road now leading to Korte Ranch from the easterly side of Barrett Reservoir, and that portion of the road leading to Rossman's corners on the westerly side of said reservoir.

Second: The City of San Diego agrees to pay to said G. F. Korte and Helena Korte the sum of Two Thousand Dollars (\$2,000.00) upon the execution of this agreement, as agreed compensation for damages that the said G. F. Korte and Helena Korte may have suffered due to the destruction of said road hereinbefore described, and the flooding of the lands of the Barrett Reservoir, to January 1st, 1924; together with further payments at the rate of One Thousand Dollars (\$1,000.00) per year, payable quarterly, thereafter, until said road construction is completed, as compensation for their further loss during the time said road remains uncompleted.

Third: Upon the payment of said money, as hereinbefore provided, and the construction of said road by said City, as hereinabove provided, the said G. F. Korte and Helena Korte hereby expressly agree to execute and deliver to The City of San Diego a full satisfaction and release of all claims for damages which the said G. F. Korte and Helena Korte, or either or both of them may have due to the flooding of said road by the waters of Barrett Reservoir, or for any other damage or inconvenience which may have been caused to the said G. F. Korte and Helena Korte, or either or both of them, or to any property belonging to the said G. F. Korte and Helena Korte, or either or both of them, and that they will dismiss the litigation now pending in said Court, without cost to The City of San Diego.

Fourth: It is expressly understood by and between the parties hereto that by the construction of said road as hereinabove described, the City of San Diego does not undertake to maintain said road in the future or to care for the same, and that this agreement is not intended to in any way obligate the City to care for or maintain said road after said construction, and that its obligations with respect to said road under the terms of this agreement end with the construction of said road.

Fifth: It is further understood and agreed that in the event of the failure of The City of San Diego to begin and complete such road construction with reasonable diligence, said G. F. Korte and Helena Korte shall be at liberty to proceed with their action in Court and shall be released from any obligation under this contract, other than to credit the amount of said cash payments toward the satisfaction of any damages they may ultimately recover.

IN WITNESS WHEREOF, the said G. F. Korte and Helena Korte have hereunto subscribed their names, and The City of San Diego has caused this instrument to be executed by a majority of the members of the Common Council thereof, the day and year first hereinabove written.

G. F. KORTE
HELENA KORTE

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL)

ATTEST:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Agreement this 4th day of April, 1924.

S. J. HIGGINS

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of Compromise between G. F. Korte and Helena Korte, husband and wife, and the City of San Diego, California, being Document No. 159697.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Clark M. Forte Jr

Deputy.

CONTRACT LOMA PORTAL LIGHTING DISTRICT #1.

BOND FOR STREET LIGHTING:

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation, as principal and THE AETNA CASUALTY AND SURETY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are 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 AND FIFTY DOLLARS (\$650.00); 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 18th day of April, 1924.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into a contract with THE CITY OF SAN DIEGO, pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913, (Statutes of 1913, page 421), to do all the work upon the intersections of Locust Street and Evergreen Street with Elliott Street; Freeman Street; Goldsmith Street; Homer Street; Ibsen Street; James Street and Kingsley Street; the intersections of Willow Street with Elliott Street and Freeman Street; the intersection of Clove Street with Elliott Street; and 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," 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 L. M. KLAUBER

Vice-President

(SEAL)

M. B. FOWLER

Secretary.

THE AETNA CASUALTY AND SURETY COMPANY

Surety.

By FRANK A. SALMONS

Resident Vice-President

(SEAL) Attest:

B. J. SCHAEFER

Resident Assistant Secretary

I hereby approve the form of the within and foregoing Bond, this 21st day of April, 1924.

S. J. HIGGINS, 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. 31236, passed and adopted on the 14th day of April, 1924, require and fix the sum of SIX HUNDRED AND FIFTY DOLLARS (\$650.00) 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.

(SEAL)

BY FRED W. SICK

Deputy.

THIS AGREEMENT, made and entered into this 21st day of April, 1924, 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 The City of San Diego, has been awarded the contract for the work hereinafter mentioned;

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit:

The furnishing of electric current for the lighting of the ornamental street lights

located 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, 1923, to-wit, to and including the 30th day of November, 1925.

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. 156534, 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 five hundred seven and 84/100 dollars (\$507.84) in twenty-four equal monthly installments, drawn upon the Street Light Fund of said City.

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 two thousand thirty-one and 36/100 dollars (\$2031.36), in twenty-four equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Loma Portal Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of two thousand thirty-one and 36/100 dollars (\$2031.36) 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 acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of two thousand thirty-one and 36/100 dollars (\$2031.36).

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said Act of the Legislature) will The City of San Diego, or any officer thereof, be liable for any portion of the expense of said work (other than said sum of five hundred seven and 84/100 dollars (\$507.84), 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 hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.
By L. M. KLAUBER
Vice-President

(SEAL) ATTEST:
M. B. FOWLER
Secretary.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

I hereby approve the form of the foregoing Contract, this 21st day of April, 1924.
S. J. HIGGINS, City Attorney.
By M. R. THORP
Deputy City Attorney.

CONTRACT LA JOLLA LIGHTING DISTRICT #1.
BOND FOR STREET LIGHTING.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation, as principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation, organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED AND FIFTY DOLLARS (\$350.00); 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 18th day of April, 1924.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into a contract with THE CITY OF SAN DIEGO, 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 Prospect Street, between Girard Avenue and Herschel Avenue; Herschel Avenue, between Prospect Street and Silverado Street; Wall Street, between Girard Avenue and a line 10 feet east from the easterly line of Herschel Avenue; and Girard Avenue, between Wall Street and Prospect Street; in the 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 L. M. KLAUBER
Vice-President.

(SEAL) ATTEST:
M. B. FOWLER
Secretary.

THE AETNA CASUALTY AND SURETY COMPANY
Surety.
By FRANK A. SALMONS
Resident Vice-President.

(SEAL) Attest:
Resident Assistant Secretary

I hereby approve the form of the within and foregoing Bond, this 21st day of April, 1924.

S. J. HIGGINS, 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. 31235, passed and adopted on the 14th day of April, 1924, require and fix the sum of THREE HUNDRED AND FIFTY DOLLARS (\$350.00) 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.

By FRED W. SICK

Deputy.

(SEAL)

THIS AGREEMENT, made and entered into this 21st day of April, 1924, 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 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 PROSPECT STREET, in said City, between Girard Avenue and Herschel Avenue; of HERSCHEL AVENUE, in said City, between Prospect Street and Silverado Street; of WALL STREET, in said City, between Girard Avenue and a line 10 feet east from the easterly line of Herschel Avenue; and of GIRARD AVENUE, in said City, between Wall Street and Prospect Street; together with the maintenance of the ornamental posts, wires, conduits and lamps on said Prospect Street, Herschel Avenue, Wall Street, and Girard Avenue, between the points above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period commencing on the 15th day of December, 1923, and ending on the 31st day of December, 1924.

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. 156469, on file in the office of the City Clerk of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of two hundred seventy-seven and 22/100 dollars (\$277.22) as follows: twelve 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 \$22.17, and one warrant for the sum of \$11.18, to cover the additional sixteen days of said term.

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 eleven hundred eight and 88/100 dollars (\$1108.88) as follows, to-wit: twelve 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 "La Jolla Lighting District No. 1 Fund," each of said monthly warrants to be drawn for the sum of \$88.70, and one warrant for the sum of \$44.48, to cover the additional sixteen days of said term.

And it is further mutually agreed that no part or portion of said sum of eleven hundred eight and 88/100 dollars (\$1108.88) shall be paid out of any other fund than said special fund designated as "La Jolla Lighting District No. 1 Fund".

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto; and that in pursuance of said Act an assessment has been levied for said sum of eleven hundred eight and 88/100 dollars (\$1108.88).

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said Act of the Legislature) will the City of San Diego, or any officer thereof, be liable for any portion of the expense of said work (other than said sum of two hundred seventy-seven and 22/100 dollars (\$277.22), 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 hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By L. M. KLAUBER

Vice-President.

(SEAL)

ATTEST:

M. B. FOWLER

Secretary.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

JNO. A. HELD

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL)

ATTEST:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK

Deputy.

I hereby approve the form of the foregoing Contract, this 21st day of April, 1924.

S. J. HIGGINS, 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 AGREEMENTS entered into the 21st day of April, 1924, between the SAN DIEGO CONSOLIDATED

GAS & ELECTRIC COMPANY, a corporation, and the City of SAN DIEGO, California, being Documents Nos. 160004 and 160005.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

CONTRACT PARK AVENUE LIGHTING DISTRICT #1.
BOND FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation, as principal and THE AETNA CASUALTY AND SURETY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are jointly and severally bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED DOLLARS (\$300.00), 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 18th day of April, 1924.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into a contract with THE CITY OF SAN DIEGO, pursuant to Chapter 247 of the Statutes of The State of California, approved June 6, 1913, (Statutes of 1913, page 421), to do all the work upon the west side of PARK AVENUE, between the south line of Upas Street produced east and the south line of Lot J, Block 260, Horton's Addition, produced east, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached and which by reference thereto is incorporated herein and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden SAN DIEGO 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 L. M. KLAUBER
Vice-President.

(SEAL) Attest:
M. B. FOWLER
Secretary.

THE AETNA CASUALTY AND SURETY COMPANY
Surety.

By FRANK A. SALMONS
Resident Vice-President.

(SEAL) Attest:
B. J. SCHAEFER
Resident Assistant Secretary.

I hereby approve the form of the within and foregoing Bond, this 21st day of April, 1924.

S. J. HIGGINS, 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. 31234, passed and adopted on the 14th day of April, 1924, require and fix the sum of THREE HUNDRED DOLLARS (\$300.00), 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.

By FRED W. SICK
Deputy

(SEAL) THIS AGREEMENT, made and entered into this 21st day of April, 1924, 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 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 two years from and after the 23rd day of December, 1923, to-wit, to and including the 23rd day of December, 1925.

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. 155705, 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 five hundred and ninety-four dollars (\$594.00) in twenty-four equal monthly installments, drawn upon the Street Light Fund of said City.

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 five hundred and ninety-four dollars (\$594.00), in twenty-four equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Park Avenue Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of five hundred and 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 acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said

sum of five hundred and 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 (other than said sum of five hundred and ninety-four dollars (\$594.00), 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 hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By L. M. KLAUBER
Vice-President.

(SEAL)

ATTEST:

M. B. FOWLER

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL

(SEAL)

ATTEST:

ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

I HEREBY APPROVE the form of the foregoing Contract, this 21st day of April, 1924.

S. J. HIGGINS, 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 AGREEMENT between the SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation, and THE CITY OF SAN DIEGO, CALIFORNIA, being Document No. 160006.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

POWER OF ATTORNEY

INDEMNITY INSURANCE COMPANY
OF NORTH AMERICA.

HOME OFFICE: PHILADELPHIA, PA.

KNOW ALL MEN BY THESE PRESENTS: That the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, by E. W. MILLER its THIRD Vice-President, in pursuance of authority granted by Section 1, Article XII, of the By-Laws of said Company, a copy of which section is hereto attached, does hereby nominate, constitute and appoint DODD BRYAN, R. S. CHEW, LEON D. H. TEAL, LEO H. CARPENTER, and J. H. DODGE, all of the City of Philadelphia, State of Pennsylvania, its true and lawful agents and attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings in its business of guaranteeing the fidelity of persons holding places of public or private trust, and in the performance of contracts other than insurance policies, and executing and guaranteeing bonds or other undertakings required or permitted in all actions or proceedings or by law required or permitted. # And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and Purposes, as if they have been duly executed and acknowledged by the regularly elected officers of the Company at its office in Philadelphia, State of Pennsylvania, in their own proper persons.

IN WITNESS WHEREOF, the said Third Vice-President, has hereunto subscribed name and affixed the Corporate Seal of said INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, this thirteenth day of July 1922.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

By E. W. MILLER
Third Vice-President

(SEAL)

STATE OF PENNSYLVANIA,
COUNTY OF PHILADELPHIA) ss

On this thirteenth day of July A. D. 1922. before me, the undersigned, a Notary Public, of the State of Pennsylvania, in and for the County of Philadelphia, personally appeared and qualified came E. W. MILLER, THIRD VICE PRESIDENT of the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, to me personally known to be the individual and authorized officer of said Company, the preceding instrument, and he acknowledged the execution thereof, and being by me duly sworn, deposed and saith, that he is the officer of said Company, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer of said Company, and the said instrument by the authority and direction of said Company, and he subscribed to the said instrument.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Official Seal at the City of Philadelphia, the day and year first above written.

(SEAL)

Extract from By-Laws of the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, adopted by the directors of said Company on March 3, 1925.

"Article XII, Section 1.-The Third Vice-President, shall have power and authority to appoint resident Vice-Presidents, resident Assistant Secretaries and Attorneys-in-fact and to authorize them to execute on behalf of the Company and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

I, E. W. MILLER, THIRD Vice-President, of the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, hereby certify that the foregoing is a true copy of Section 1, Article XII, of the By-Laws of said Company, and is still in force.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name as Third Vice-President,

and affixed the Corporate Seal of the INDEMNITY INSURANCE COMPANY OF NORTH AMERICA this thirteenth day of July A. D. 1922.

E. W. MILLER
Third Vice-President.

(SEAL)

FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, That BETHLEHEM STEEL COMPANY, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, as principal, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-eight Hundred and Seventy Dollars (\$2870.00), 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 3rd day of April, 1924,

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 fifteen single tongue switches and mates with throwing mechanism in case iron box, fifteen hard center frogs, and thirty guard rails f.o.b. cars on Municipal Pier No. 1 or Municipal Pier No. 2 at San Diego, California, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract 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.

BETHLEHEM STEEL COMPANY, INC.
Principal.
By LAW. I. KENDLEY
General Sales Agent.

(SEAL) ATTEST:
NORBORN BUKELEY
Assistant Secretary.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA
Surety.
By DODD BRYAN
Attorney in Fact

(SEAL) ATTEST:
R. S. CHEW
Attorney in Fact
Countersigned by
H. P. RUIGGOLD
Resident Agent, State of California.

I hereby approve the form of the within Bond, this 17th day of April, 1924.

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 21st day of April, 1924.

VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 25th day of February, 1924, 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, by and through its Common Council, hereinafter sometimes designated as the City, and BETHLEHEM STEEL COMPANY, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH;

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

Fifteen (15) single tongue switches and mates with throwing mechanism in cast iron box;
Fifteen (15) hard center frogs;
Thirty (30) guard rails;
For the price of Eleven Thousand Four Hundred and Seventy-five Dollars (\$11,475.00).
Said track materials shall be in accordance with and shall conform to the specifications contained in Document No. 156,564 of the Documents of The City of San Diego on file in the office of the City Clerk of said City, and said document is by reference thereto made a part of this Agreement as fully as if set out verbatim herein.

It is agreed that all of said track materials shall be delivered into cars at ship's tackle on Municipal Pier No. 1 or Municipal Pier No. 2 at San Diego, California, and that shipment from the mill will be made within nine weeks after receipt of complete information as to the materials to be furnished. The Harbor Master of the City of San Diego is hereby designated as the party who shall direct whether the delivery shall be made on Municipal Pier No. 1 or Municipal Pier No. 2.

Time is expressly made the essence of this agreement.

In consideration of the delivery of said track materials hereinabove designated by said Contractor according to the terms of this agreement, and the faithful performance of all the obligations and covenants by said Contractor herein undertaken and agreed upon, and upon the acceptance of said track materials by said City, said City will pay said Contractor in warrants drawn upon the proper fund of said City, the said sum of Eleven Thousand Four Hundred

and Seventy-five Dollars (\$11,475.00).

Said Contractor hereby agrees that it will be bound by each and every part of this contract and the specifications contained in said Document No. 156,564 hereinabove referred to, and will deliver and cause to be delivered all of said track materials as herein specified and at the time and place herein specified.

No interest in this Agreement shall be transferred by the Contractor to any other party, and any such transfer shall, at the option of The City of San Diego, terminate this Agreement. All rights of action, however, for any breach of this Agreement are hereby expressly reserved to said City.

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 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, in pursuance of a resolution duly adopted by said Common Council authorizing such execution, and 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 25th day of February, 1924.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

BETHLEHEM STEEL COMPANY, INC.
By LAW. I. KENOLY

General Sales
Agent.

(SEAL) ATTEST:
NORBORN BUKELEY
Assistant Secretary.

I hereby approve the form of the foregoing contract, this 25th day of February, 1924.

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 FAITHFUL PERFORMANCE BOND and AGREEMENT between the BETHLEHEM STEEL COMPANY, INC., a corporation, and THE CITY OF SAN DIEGO, CALIFORNIA, dated February 25, 1924, being Document No. 158372.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr Deputy.

AGREEMENT OF LEASE.

THIS AGREEMENT, made and entered into this 11th day of February, 1924, 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 The 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, 1924, to and including the 31st day of December, 1924, 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 for grazing purposes only, and for no other purpose 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, damage 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 has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD.

FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.
Lessor.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

E. T. LOCKYER

Lessee.

I hereby approve the form of the foregoing Lease, this 5th day of January, 1924.
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 AGREEMENT OF LEASE between THE CITY OF SAN DIEGO and E. T. LOCKYER, being Document No. 156727.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By

Clark M. Foote Jr

Deputy.

LEASE.

THIS INDENTURE OF LEASE, made and entered into this 24th day of March, 1924, 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, 1929, 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 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 fish canning plant. 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 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 VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

LOWER CALIFORNIA FISHERIES COMPANY,
By PAUL W. POPP
Its President.

(SEAL) ATTEST:
FRANK F. HOFFMAN
Secretary.

I HEREBY APPROVE the form of the foregoing Lease, this 18th day of February, 1924.

S. J. HIGGINS
City Attorney
ARTHUR F. H. WRIGHT
Deputy 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 between the CITY OF SAN DIEGO and LOWER CALIFORNIA FISHERIES COMPANY, a corporation, being Document No. 158170.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr. Deputy.

LEASE.

THIS LEASE, made this 28th day of April, 1924, 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 Ordinance No. 9414 of the ordinances of The City of San Diego, authorizing the execution of this lease, and J. J. RICHERT, 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:-

Pueblo Lots 1279, 1272, 1304, 1306 and 1273 of the Pueblo Lands of said City, for a term ending December 31st, 1924, at a term rental of sixty-five dollars (\$65.00), payable 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 purposes only, and it is understood and agreed 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 VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
HARRY K. WEITZEL
Members of the Common Council.
Lessor.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

J. J. RICHERT
Lessee.

I hereby approve the form of the foregoing Lease, this 20th day of March, 1924.
S. J. HIGGINS, City Attorney
By ARTHUR T. H. WRIGHT
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between the CITY OF SAN DIEGO and J. J. RICHERT, being Document No. 159240.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

MATERIAL AND LABOR BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, W. A. STEBBINS, of the City of San Diego, 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 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 TWENTY-FOUR HUNDRED AND TWELVE DOLLARS (\$2412.00) lawful money of the United States, 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 23rd day of April, 1924.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas, a certain contract, dated April 21st, 1924, is about to be made and executed by THE CITY OF SAN DIEGO, as party of the first part therein, and the above named W. A. STEBBINS, as contractor, the party of the second part therein, which contract is hereby referred to; and Whereas, in and by said contract, said contractor agrees to furnish the necessary labor and materials to complete the work described in said contract, in accordance with the plans and specifications referred to in said contract, and for the contract prices therein set forth;

NOW, THEREFORE, should said W. A. STEBBINS, contractor, well and truly pay or cause to be paid all claims against him for such labor or materials, or either or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or any of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

W. A. STEBBINS,
Principal.

THE AETNA CASUALTY AND SURETY COMPANY,
Surety.

By FRANK A. SALMONS
Resident Vice-President.

(SEAL) Attest:
F. S. BOWERS

Resident Assistant Secretary.

I hereby approve the form of the within Bond, this 23rd day of April, 1924.

S. J. HIGGINS
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 28th day of April, 1924.

VIRGILIO BRUSCHI

JNO. A. HELD

FRED. A. HEILBRON

HARRY K. WEITZEL

Members of the Common Council.

(SEAL)

ATTEST:

ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, W. A. STEBBINS, of The City of San Diego, 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 TWELVE HUNDRED AND SIX DOLLARS (\$1206.00), 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 23rd day of April, 1924.

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 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 furnishing of all labor, material and equipment for the grading and paving with a two and one-half inch bituminous base, and a one and one-half inch asphalt concrete wearing surface, of a portion of the roadway of SIXTY-FIFTH STREET, in said City, from the north

line of Brooklyn Avenue to the south line of Akins Avenue, and for the raising of the existing bridge located in Sixty-fifth Street, between Engineer's Station 1 plus 90.00 and Engineer's Station 2 plus 38.50, as shown on the plans hereinafter referred to, by the construction of a two-foot addition to the existing ten-inch by ten-inch timber supports, and the construction of additional two-inch by six-inch braces, and two-inch by ten-inch scabs, and appurtenances; all in accordance with the plans and specifications therefor contained in Document No. 158575, filed in the office of the City Clerk of said City on March 3rd, 1924; a copy of which said plans and specifications contained in said Document No. 158575 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 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 by its proper officers thereunto duly authorized, the day and year first hereinabove written.

W. A. STEBBINS

Principal.

THE AETNA CASUALTY AND SURETY COMPANY,
Surety.

By FRANK A. SALMONS

Resident Vice-President

(SEAL) Attest:

F. S. BOWERS

Resident Assistant Secretary.

I hereby approve the form of the within Bond, this 23rd day of April, 1924.

S. J. HIGGINS

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 28th day of April, 1924.

VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBROD

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:
Allen H. Wright
City Clerk
By FRED W. SICK
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 21st day of April, 1924, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and W. A. STEBBINS, 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 furnishing of all labor, material and equipment for the grading and paving with a two and one-half inch bituminous base, and a one and one-half inch asphalt concrete wearing surface, of a portion of the roadway of SIXTY-FIFTH STREET, in said City, from the north line of Brooklyn Avenue to the south line of Akins Avenue, and for the raising of the existing bridge located in Sixty-fifth Street, between Engineer's Station 1 plus 90.00 and Engineer's Station 2 plus 38.50, as shown on the plans hereinafter referred to, by the construction of a two-foot addition to the existing ten-inch by ten-inch timber supports, and the construction of additional two-inch by six-inch braces, and two-inch by ten-inch scabs, and appurtenances; all as particularly and in detail set forth in those certain plans, drawings, typical cross-sections and specifications contained in Document No. 158575, filed in the office of the City Clerk of said City March 3, 1924; a copy of which said plans and specifications contained in said Document No. 158575 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:

Excavation, per cubic yard, one dollar (\$1.00);

Embankment, per cubic yard, one and 25/100 dollars (\$1.25);

Pavement, per square foot, nineteen cents (\$0.19);

Raising and improving bridge, six hundred and fifty dollars (\$650.00).

Said Contractor agrees to commence said work within fifteen (15) days after the signing of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within ninety (90) 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 sums hereinabove set forth; 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 assigns 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 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 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 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Further, said contractor agrees to save said The 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 1917.

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 1917, 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 of this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 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.

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 cause 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.
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED. A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL.
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

W. A. STEBBINS
Contractor.
I hereby approve the form of the foregoing contract this 21st day of April, 1924.
M. R. THORP
City Attorney.

(Annexed: Standard Specifications No. 101, also; Operating Department's Drawing No. 1444 E.)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of MATERIAL AND LABOR BOND, FAITHFUL PERFORMANCE BOND, and CONTRACT between the City of San Diego and W. A. Stebbins, being Document No. 160003.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr 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 The Hartford Accident & Indemnity Company of Hartford, Conn., a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-eight hundred dollars (\$2800.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said principal and surety hereby binds themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 6th day of May, 1924.

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 3350 Barrels, more or less, of Portland cement, in serviceable cloth sacks, f.o.b. cars on tracks at Municipal Pier No. 2, in The City of San Diego, California, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the material to be furnished.

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 BROTHERS COMMERCIAL CO.

Principal.

By CLAUS SPRECKELS

Vice-President.

(SEAL) ATTEST:
FRED G. WHITEHEAD
Secretary.

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety.

Attorney in Fact.

By L. W. BARNEY

(SEAL) ATTEST:

I hereby approve the form of the within bond this 8th day of May, 1924.

S. J. HIGGINS

City Attorney;

By ARTHUR F. H. WRIGHT

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 5th day of May, 1924.

VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON. M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

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

On this 6th day of May, in the year one thousand nine hundred and Twenty-four, before me, ROSE WEISENBACH, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared L. W. BARNEY known to me to be the duly authorized Attorney-in-Fact of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said L. W. BARNEY duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

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

I further certify said bond was executed by the said L. W. BARNEY, in my presence and that his signature thereto is genuine.

ROSE WEISENBACH

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

(SEAL)

CONTRACT FOR CEMENT.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of May, 1924, 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, 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, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City 3350 barrels, more or less, of Portland cement, in serviceable cloth sacks, f.o.b. cars on tracks at Municipal Pier No. 2, in The City of San Diego, California, for the price of three dollars and twenty-five cents (\$3.25) per barrel, net, inclusive of sacks; the sum of ten (10) cents to be paid by the contractor to the City for each empty sack returned to said contractor in serviceable condition, f.o.b. cars Riverside, California; said cement to be in accordance with Specifications C-9-21 of the American Society for Testing Materials.

The contractor agrees to commence the delivery of said cement within seven days from and after the date of the execution of this contract, and to complete said deliveries within six months from and after the date of the execution of this contract.

In consideration of the delivery of said 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, and upon the acceptance of said cement by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of three dollars and twenty-five cents (\$3.25) per barrel, net, inclusive of sacks, for said cement delivered f.o.b. cars on tracks at Municipal Pier No. 2, in The City of San Diego, California; the sum of ten (10) cents to be paid by the contractor to the City for each empty sack returned to said contractor in serviceable condition, f.o.b. cars Riverside, California.

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

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

It is mutually agreed 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, 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 5th day of May, 1924.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

SPRECKELS BROTHERS COMMERCIAL COMPANY

By CLAUD SPRECKELS

Vice-President

Contractor.

(SEAL)

I HEREBY APPROVE the form of the foregoing Contract, this 5th day of May, 1924.

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 FAITHFUL PERFORMANCE BOND and CONTRACT FOR CEMENT between the City of San Diego, California, and Spreckels Brothers Commercial Company, being Document No. 160339.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Clark M. Foot Jr. Deputy.

FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, That J. M. KENDALL, of the City of San Diego, State of California, as principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-eight hundred dollars (\$2800.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said principal and surety hereby binds themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of May, 1924.

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 3350 barrels, more or less, of Portland cement, in serviceable cloth sacks, f.o.b. cars on tracks at Municipal Pier No. 2, in The City of San Diego, California, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the material to be furnished;

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 has hereunto subscribed his name, and said surety has caused these presents to be executed, and its proper name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

ATTEST:

J. M. KENDALL

Principal.

MARYLAND CASUALTY COMPANY

Surety

By GEO. D. EASTON

Attorney in Fact

By F. F. EDELEN

Attorney in Fact (SEAL)

ATTEST:

I hereby approve the form of the within bond this 7th day of May, 1924.

S. J. HIGGINS

City Attorney

By ARTHUR F. H. WRIGHT

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 12th day of May, 1924.

VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.

By FRED W. SICK
Deputy.
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO.)

On this 7th day of May 1924, before me CLARENCE A. MOORE, Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Geo. D. Easton, known to me to be the attorney in fact, and F. F. Edelen, known to me to be the attorney in fact of the MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, thereto and their own names as attorneys in fact.

I FURTHER CERTIFY, That said bond was executed by said Geo. D. Easton and F. F. Edelen in my presence, and that their signatures thereto are genuine.

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

(SEAL)

CONTRACT FOR CEMENT.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of May, 1924, 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, hereinafter sometimes designated as the City, and J. M. KENDALL, of The City of San Diego, State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City; and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City 3350 barrels, more or less, of Portland cement, in serviceable cloth sacks, f.o.b. cars on tracks at Municipal Pier No. 2, in The City of San Diego, California; for the price of three dollars and twenty-five cents (\$3.25) per barrel, net, inclusive of sacks; the sum of ten (10) cents to be paid by the contractor to the City for each empty sack returned to said contractor in serviceable condition, f.o.b. cars Colton, California; said cement to be in accordance with Specifications C-9-21 of the American Society for Testing Materials.

The contractor agrees to commence the delivery of said cement within seven days from and after the date of the execution of this contract, and to complete said deliveries within six months from and after the date of the execution of this contract.

In consideration of the delivery of said 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, and upon the acceptance of said cement by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of three dollars and twenty-five cents (\$3.25) per barrel, net, inclusive of sacks, for said cement delivered f.o.b. cars on tracks at Municipal Pier No. 2, in The City of San Diego, California; the sum of ten (10) cents to be paid by the contractor to the City for each empty sack returned to said contractor in serviceable condition, f.o.b. cars Colton, California.

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

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

It is mutually agreed 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 a resolution duly adopted by said Common Council, authorizing such execution, and the said contractor has hereunto subscribed his name, this 5th day of May, 1924.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

J. M. KENDALL
Contractor.
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 FAITHFUL PERFORMANCE BOND and CONTRACT FOR CEMENT between THE CITY OF SAN DIEGO, and J. M. KENDALL, being Document No. 160340.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

A G R E E M E N T.

THIS AGREEMENT, Made and entered into this 13th day of May A. D., 1924, by and between THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, acting by a majority of the members of its Common Council, and the UNITED STATES OF AMERICA, acting by and through its proper officers

thereunto duly authorized, WITNESSETH:

That the said City of San Diego, for and in consideration of the covenants on the part of the said United States of America, hereinafter contained, hereby agrees to furnish to said United States of America, for the use of the United States Marine Corps, at the site of the Marine Corps Base, Naval Operating Base, San Diego, California, water, at and for a price of 15¢ per 100 cubic feet. Minimum 2"-\$2.00 4"-\$4.00 6"-\$5.00 (meters)

Said water shall be so furnished by said City through a meter to be furnished by the said United States Marine Corps, and said water shall be measured and charged for in accordance with the reading shown upon said meter upon the tenth day of each and every month during the life of this agreement.

This agreement shall continue in force for one year from and after July 1, 1924; but it is understood and agreed by and between the parties hereto that in the event the water rates of the City of San Diego are by ordinance changed before the termination of this agreement, then, and in that event, said United States of America shall pay for the water so furnished such rate as may be established by ordinance, whether or not said rate shall be greater or less than 15¢, the rate herein agreed upon.

Said United States of America hereby agrees to pay for the water so furnished the sum of 15¢ per 100 cubic feet, unless said rate shall be, during the life of this agreement, changed by ordinance.

IN WITNESS WHEREOF, The City of San Diego has caused this Agreement to be executed by a majority of the members of its Common Council thereunto duly authorized, and the United States of America has caused this Agreement to be executed by the Depot Quartermaster, United States Marine Corps, San Francisco, California, this 13th day of May 1924.

THE CITY OF SAN DIEGO:

By F. A. RHODES, Mgr. of Operations,
City of San Diego.

SETH WILLIAMS

Lt. Col. Asst. Quartermaster, U. S. M. C.
Depot Quartermaster.

ATTEST:

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT between THE CITY OF SAN DIEGO and the UNITED STATES OF AMERICA, for furnishing water to the United States Marine Corps, at San Diego, California, being Document No. 160689.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

C O N T R A C T.

KNOW ALL MEN BY THESE PRESENTS: That H. McKECHNIE, of San Diego, California, as Principal, and Joseph Zengel and E. A. Quiry, as sureties, are jointly and severally bound unto the CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish material to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Two hundred dollars (\$200.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal and Sureties hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 17th day of May, 1924.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract, dated May 19th, 1924, is about to be made and entered into by The City of San Diego, the party of the first part therein, and the above named H. McKechnie, as contractor, the party of the second part therein, wherein said contractor agrees to furnish the necessary tools, labor and equipment for the painting of the Fifth Street and G Street sides of the City Hall, in The City of San Diego, California, in accordance with the specifications therefor contained in Document No. 160290, on file in the office of the City Clerk of said City, and for the contract price therein set forth; which contract is hereby referred to for further particulars;

NOW, THEREFORE, should said H. McKechnie, contractor, well and truly pay or cause to be paid all claims against him, for such labor or materials, or either or both, so performed or furnished, as the case may be, then this obligation to be null and void, otherwise to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Sureties, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or any of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions, the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

H. McKECHNIE

Principal.

JOSEPH C. Zengel

E. A. QUIRY

Sureties.

State of California,) ss.
County of San Diego.)

Joseph C. Zengel and E. A. Quiry 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.

JOSEPH C. ZENGEL

E. A. QUIRY

Subscribed and sworn to before me
this 17th day of May, 1924.

FRED W. SICK

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 May, 1924.

S. J. HIGGINS

City Attorney of the City of San Diego.

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 19th day of May, 1924.

VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
FRED A. HEILBRON
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) Attest:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, H. McKECHNIE, of The City of San Diego, State of California, as Principal, and Joseph C. Zengel and E. A. Quiry, as sureties, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the State of California, in the sum of One hundred dollars (\$100.00), good and 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 executors, administrators, heirs, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of May, 1924.

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 the necessary tools, labor and equipment for the painting of the Fifth Street and the G Street sides of the City Hall, in The City of San Diego, California, in accordance with the specifications therefor contained in Document No. 160290, on file in the office of the City Clerk of said City, and for the contract price therein set forth; which contract is hereby referred to for further particulars.

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, the day and year first hereinabove written.

H. McKECHNIE
Principal.
JOSEPH C. ZENGEL
E. A. QUIRY
Sureties.

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

Joseph C. Zengel and E. A. Quiry 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.

JOSEPH C. ZENGEL
E. A. QUIRY

Subscribed and sworn to before me this 17th day of May, 1924.

FRED W. SICK

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 May, 1924.

S. J. HIGGINS
City Attorney of the City of San Diego.
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 19th day of May, 1924.

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) Attest:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

C O N T R A C T.

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 19th day of May, 1924, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and H. McKECHNIE, the party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor and equipment for the painting of the Fifth Street and the G Street sides of the City Hall, in The City of San Diego, California; all in accordance with the specifications therefor contained in Document No. 160290, on file in the office of the City Clerk of said City; a copy of which specifications 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 for the sum of four hundred dollars (\$400.00).

Said contractor further agrees to commence said work within five (5) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within fifteen (15) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by him to be performed, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of four hundred dollars (\$400.00), said payment to be made upon completion of the said work and the acceptance of the same by the Common Council.

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 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 in the performance of said work, by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work 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.

Further said contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, 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. Said contractor further agrees to furnish said City with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917; said certificate of the insurance carrier to bear the date of the expiration of said policy.

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 changes, except upon formal written agreement between the parties hereto.

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 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.

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 said City, 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 The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said H. McKechnie has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

H. McKECHNIE
Contractor.
S. J. HIGGINS
City Attorney
By ARTHUR F. H. WRIGHT

I hereby approve the form of the foregoing contract, this 15th day of May, 1924.

EXHIBIT A.
SPECIFICATIONS FOR PAINTING FIFTH STREET AND G STREET
SIDES OF CITY HALL.

May 2nd, 1924.

Thoroughly brush and clean off all walls, windows, cornices, etc. Scrape all broken spots and touch up the same. After the building is thoroughly cleaned and touched up, apply two (2) coats of lead and oil. Paint mixed as follows: First - One (1) coat of 5 gallons of boiled linseed oil, 1 gallon of spirits of turpentine and 1 pint of Japan to 100# white lead. Second coat 5-1/2 gallons of boiled linseed oil, 1 pint of Japan of 100# white lead. All paint to be thoroughly brushed out. All paint will be furnished by the City. All metal work to have first coat of red lead. Color to be light stone, fire escapes to be black.

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

Surety Bonds and CONTRACT between H. McKechnie and The City of San Diego, California, being Document No. 160711.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Font Jr Deputy.

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 1st day of May, 1924; 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 DAVID C. CAMPBELL and GEORGE E. CAMPBELL, co-partners doing business under the firm name and style of the CAMPBELL MACHINE COMPANY, 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 situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the 1st day of May, 1911; said lands herein leased to said Lessees being particularly described as follows:

Lot 9, Block 1, Municipal Tide Lands Subdivision tract No. 1, in said City, according to map thereof filed in the office of the City Clerk of said City, under Document No. 93116;

To have and to hold the said premises, and each and every part and parcel thereof, unto, the said Lessees, for a term beginning on the 1st day of May, 1924, and ending April 4th, 1943, at a rental of three hundred and fifty-five dollars (\$355.00) for the month of May, 1924, of said term, and a rental of twenty-five dollars (\$25.00) per month payable on the first day of each and every month thereafter 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 of The City of San Diego 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 Lessees, in accepting this lease, acknowledge 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 Lessees have the right to sublet the leased premises or any part thereof without the consent of the Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City and the people of said City hereby reserve the right and privilege, by ordinance duly adopted, to terminate, 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 for the construction thereon of ways for the accommodation of the business of boat-building and for the erection of such other structures as may be necessary or incidental to such purpose, including a machine shop for the repair of marine engines and cannery machines; all such buildings or other structures to be erected upon said premises shall be erected in accordance with the ordinances of The City of San Diego and shall meet with the approval of the Manager of Operation of said City and of the Harbor Commission of said City.

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 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 building 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.

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 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 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.

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, which will be necessitated by reason of filling done by said The City of San Diego.

5. It is further stipulated and agreed that this lease is made upon the express condition that the said Lessees will make such provision 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 lessees of said tide lands, 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.

6. In the event the Lessees shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by them in this lease undertaken, then this lease shall

terminate and said lessees shall 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 immediately to take possession of said property, and said Lessees shall forfeit all right and claims thereunder and thereto; 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 stated.

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 Lessees have caused their names to be subscribed hereto, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By W. C. CRANDALL

J. W. SEFTON JR.

Members of the Harbor Commission of The City of San Diego.

Lessor.

(SEAL)

ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

DAVID C. CAMPBELL

GEORGE E. CAMPBELL

Lessees.

I hereby approve the form of the foregoing lease, this 29th day of March, 1924.

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 from the City of San Diego, California, to the Campbell Machine Company, being Document No. 159418.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Clark M. Foote Jr

Deputy.

LEASE.

THIS INDENTURE OF LEASE, made and entered into this 1st day of May, 1924; 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 DAVID C. CAMPBELL and GEORGE E. CAMPBELL, co-partners doing business under the firm name and style of the CAMPBELL MACHINE COMPANY, 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 situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the 1st day of May, 1911; said lands herein leased to said Lessees being particularly described as follows:

Beginning at a point on the U. S. Bulkhead Line, as established in 1912, distant North 20° 11' 20" West 250.0 feet from the intersection of said bulkhead line with the north-westerly line of Juniper Street, produced southwesterly; thence South 69° 47' 40" West, 250.0 feet to a point; thence north 20° 11' 20" West, 50.0 feet to a point; thence North 69° 47' 40" East, 250.0 feet to a point on said bulkhead line; thence South 20° 11' 20" East, along said bulkhead line a distance of 50.0 feet to the point or place of beginning;

To have and to hold the said premises, and each and every part and parcel thereof, unto the said Lessees, for a term beginning the 1st day of May, 1924, and ending April 4th, 1943, at a rental of five dollars (\$5.00) per month, 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 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 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 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 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 duly adopted, to terminate, annul, change or modify this lease in such manner as in their judgment may seem proper.

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

1. That said premises shall be used for the construction, erection and maintenance of a wharf, and for the construction of ways for the accommodation of the business of boat-building, and for the erection of such other structures as may be necessary or incidental to such purpose; all such buildings or other structures to be erected upon said premises shall be erected in accordance with the ordinances of The City of San Diego and shall meet with the approval of the Manager of Operation of said City, and of the Harbor Commission of said City.

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 U. S. 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.

3. That said City reserves the right to erect sea walls 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.

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, which will be necessitated by reason of filling done by said The City of San Diego.

5. 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 Lessees of said tide lands, 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.

6. In the event the Lessees shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by them in this lease undertaken, then this lease shall terminate and said Lessees shall have no further rights thereunder, and the said Lessees shall remove from said demised premises and shall have no further 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 Lessees shall forfeit all rights and claims thereunder and thereto, and said Lessees, in accepting this lease, hereby acknowledge the right of the 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 Harbor Commission of The City of San Diego have hereunto set their hands, as and for the act of said City, and the Lessees have caused their names to be subscribed hereto, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By W. C. CRANDALL

J. W. SEFTON JR.

Members of the Harbor Commission of The City of San Diego.

(SEAL)

ATTEST:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK

Deputy.

DAVID C. CAMPBELL

GEORGE E. CAMPBELL

Lessees.

I hereby approve the form of the foregoing lease, this 29th day of March, 1924.

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 from the City of San Diego, California, to Campbell Machine Company, being Document No. 159419.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Clark M. Foote Jr

Deputy.

LEASE.

THIS INDENTURE OF LEASE, made and entered into this 28th day of April, 1924, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through its Common Council thereunto duly authorized, hereinafter referred to as the City, and J. O. LINDA and R. W. LITTLE, co-partners doing business under the firm name and style of LINDA & LITTLE, 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 situated in the Bay of San Diego to The City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911; said lands herein leased to said Lessees being particularly described as follows, to-wit:

Lot 14 of block 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 ending April 25th, 1929. The rental reserved hereunder and which shall be paid by the said Lessees shall be fifteen dollars (\$15.00) per month, payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of the said The City of San Diego, or to such other City official as the Common Council of said City may designate, to and until the 1st day of May, 1925. Upon the first day of May, 1925, the said rental will be changed by the Harbor Commission of The City of San Diego and the Common Council of The City of San Diego, and from and after May

1st, 1925 said Lessees hereby agree to pay such rental as may be then required of them.

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 Lessees, in accepting this lease, acknowledge 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 Lessees have the right to sublet the leased premises or any part thereof without the consent of the Common Council, evidenced by ordinance duly and regularly adopted and approved.

The Common Council of said City and the people of said City hereby reserve the right and privilege, by ordinance duly adopted, to terminate, 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 for the erection and maintenance thereon of buildings and such other structures as may be necessary or convenient for the manufacture of artificial stone and ornamental plaster.

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 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. 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, which will be necessitated by reason of filling done by said The City of San Diego.

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 Lessees 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 Lessees.

7. 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 take possession of said property, and said Lessees shall forfeit all rights and claims thereunder and thereto, 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 The City of San Diego have hereunto set their hands, as and for the act of said City, and the Lessees have hereunto set their hands, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
HARRY K. WEITZEL
Members of the Common Council.
Lessor.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

LINDA & LITTLE
By J. O. LINDA
Lessees.

I hereby approve the form of the foregoing lease, this 29th day of March, 1924.
S. J. HIGGINS, City Attorney.
By ARTHUR F. H. WRIGHT
Deputy City Attorney.

Approved:

J. W. SEFTON JR.
W. C. CRANDALL
Harbor Commission.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between the City of San Diego, California, and Linda & Little, co-partners, being Document No. 159420.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

L E A S E.

THIS AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the Lessor, and MRS. E. C. PALMER, of said City of San Diego, hereinafter referred to as the Lessee, WITNESSETH:-

That said Lessor does hereby lease to said Lessee, for a term of one year from and after March 3rd, 1924, the following described real property situated and being in said City of San Diego, State of California, and particularly described as follows, to-wit: Lot Two (2) of Block Four Hundred Forty (440) of Old San Diego.

Said Lessor agrees to accept as rental for said premises, and said Lessee agrees to pay as rental for said premises, the sum of Fifteen Dollars (\$15.00) for said term, and said Lessee agrees to pay said rental in advance upon the execution of this agreement.

Upon the expiration of said lease said Lessee hereby agrees to deliver peaceable possession of said premises to Lessor.

IN WITNESS WHEREOF said Lessor has caused this agreement to be executed by its proper officers thereunto duly authorized, and said Lessee has hereunto set her hand this 2nd day of June, 1924.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.
Lessor

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

MRS. E. C. PALMER
Lessee.
I hereby approve the form of the foregoing Lease, this 22nd day of May, 1924.
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 between the City of San Diego, California, and Mrs. E. C. Palmer, being Document No. 160871.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

LEASE between THE CITY OF SAN DIEGO
and
THE UNITED STATES OF AMERICA.

1. This LEASE, made and entered into this first day of July, in the year one thousand nine hundred and twenty four 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, whose address is San Diego, California for its heirs, executors, administrators, successors and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described 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:

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.

It is further understood and agreed that the said Government in further consideration of the rents, covenants, agreements, terms and conditions on the part of the Government 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 Lessor to said Government, 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 hereinafter specified as said land hereinafter described is not under cultivation for agricultural purposes by said Lessor, or is not used by said Lessor 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 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 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.

The Lessor 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 Government, 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.

The Lessor further covenants and agrees that the Government, 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 the said Government 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 such point or points as it may deem desirable in the area of the leased premises with the roads of the Lessor, and the further right to build new roadways and improve existing roadways within the limits of the leased tract.

It is further understood and agreed that the Government 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 Government 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.

It is understood and agreed by and between the parties hereto that the Lessor, or its duly authorized agents, shall have the privilege of conducting explorations for oil, naphtha or petroleum, upon all or any part of the premises hereby leased, at any time during the life of this agreement.

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 the covenant itself.

to be used exclusively for the following purposes: Military purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, one thousand nine hundred and twenty-four and ending with June 30, one thousand nine hundred and twenty-five.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by any one other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed at a yearly rental of One (\$1.00) Dollar, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least one month before this lease would expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the thirtieth day of June, one thousand nine hundred and thirty.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

7. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government ninety days before the termination of the lease.

9. The Government shall pay the Lessor for the premises rent at the following rate: One Dollar (\$1.00) per year; subject to the conditions of this agreement, provided that payment of rent hereunder shall not become due and payable until the Lessor shall execute and deliver to the Government a release to be approved by the Secretary of the Navy of claims against the Government arising under and by virtue of the occupation of said land by said Government for military purposes. Payment shall be made at the end of each fiscal year, subject to the above provision.

10. Whenever the said premises or any essential part thereof shall be destroyed by fire or other casualty, this lease shall, in case of total destruction, immediately terminate and, in case of partial destruction or injury, shall terminate at the option of the Government upon giving notice in writing to the Lessor within fifteen days after such fire or casualty, and no rent shall accrue to the Lessor after such termination.

11. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

THE CITY OF SAN DIEGO,
By: Virgilio Bruschi
Fred A. Heilbrun
Jno. A. Held
Harry K. Weitzel
Don M. Stewart

Attest:
Allen H. Wright,
City Clerk.

Members of Common Council.
Lessor.

THE UNITED STATES OF AMERICA,
By Seth Williams,
Lieut. Colonel, AQM., USMC.,
Depot Quartermaster.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between The City of San Diego, California, and The United States of America, under Document No. 162167.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Clark M. Foote Jr Deputy

L E A S E.

THIS LEASE, made and entered into this 28th day of July, 1924, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through a majority of the members of its Common Council, 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 hereinafter 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 first day of June, 1924, 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, without the approbation of the Lessor in writing having been 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 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 VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.
Lessor.

(SEAL.) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

H. D. ALLEN
Lessee.
I hereby approve the form of the foregoing Lease, this 19th day of June, 1924.
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 between the City of San Diego, California, and H. D. Allen, being document No. 161589.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr Deputy.

L E A S E.

THIS LEASE, made and entered into this 23rd day of June, 1924, 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 its Common Council, Lessor, and J. CLYDE ADAIR and L. C. MARRON, lessees, WITNESSETH:

That the said Lessor does by these presents demise and lease unto the said lessees, 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 in 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 a term beginning March 19th, 1927 and terminating March 1st, 1930, at a rental of two hundred dollars (\$200.00) per year, payable in advance on the 19th day of March of each year during said term.

It is further agreed by and between the parties hereto that this lease shall not be assigned nor transferred, nor shall the said lessees 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 lessees for grazing and agricultural purposes and for no other purpose or purposes.

It is further agreed that the said lessees will make or cause to be made such observations of the rainfall in Marron Valley and to make a record of such observations and to make such stream measurements and records thereof as may be required by the Manager of Operation of the City of San Diego, and in the event that said lessees shall fail to make such observations and records thereof and measurements as may be required by the Manager of Operation, then and in that event the City of San Diego may terminate this lease without further notice to the lessees and may repossess themselves of the premises hereby leased, using such force as may be necessary so to do. It is further agreed that in the event of the development of the Marron Valley dam and reservoir side prior to 1930 by the City of San Diego that this lease may be terminated at the option of the lessor upon one year's written notice of the lessor's intention to terminate having been given in writing to the lessees.

The said lessees 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 lessor to re-enter the said premises and remove all persons therefrom.

And the said lessees do hereby covenant, promise and agree to pay the said lessor the said rent in the manner herein specified, and that at the expiration of said term, the said lessees 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 does hereby covenant, promise and agree that the said lessees, 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 lessor has caused these presents to be executed by a majority of the members of its Common Council, and the said lessees have hereunto set their hands, the day and year first above written.

THE CITY OF SAN DIEGO,
By VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk

Lessor.

J. CLYDE ADAIR
Lessees.

I hereby approve the form of the foregoing Lease, this 17th day of April, 1924.
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 between The City of San Diego, Lessor, and J. Clyde Adair and L. C. Marron, Lessees, being Document No. 161688½.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Footage Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 21st day of August, 1924, 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 SPRECKELS BROS. COMMERCIAL 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 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 situated in the Bay of San Diego to The City of San

Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911; said lands herein leased to said Lessee being particularly described as follows, to-wit:

Beginning at a point on the U. S. Bulkhead Line, which bears S. 89° 15' 24" W., a distance of 547.73 feet, from the northwest corner of the intersection of G Street with Atlantic Street; thence southeasterly along said bulkhead line on a curve to the left (whose center bears N. 60° 08' 12" E., a distance of 1145.92 feet) a distance of 49.73 feet; thence N. 89° 58' W., 15.54 feet; thence S. 0° 02' W., 13.80 feet; thence N. 89° 58' W., 18.00 feet; thence N. 0° 02' E., 13.80 feet; thence N. 89° 58' W., 94.00 feet; thence S. 74° 18' W., 11.40 feet; thence S. 58° 40' W., 21.80 feet; thence S. 31° 20' E., 6 feet; thence S. 58° 40' W., 15.00 feet; thence N. 31° 20' W., 6.00 feet; thence S. 58° 40' W., 827.05 feet; thence N. 66° 13' W., 25.59 feet, to a point on the U. S. Pierhead Line; thence northwesterly along a curve to the right (the center of which bears N. 60° 33' 47" E., a distance of 2145.92 feet) a distance of 121.41 feet; thence S. 66° 13' E., 15.57 feet; thence S. 85° 50' E., 31.30 feet; thence N. 22° 39' E., 19.37 feet; thence S. 88° 50' E., 101.00 feet; thence N. 38° 33' E., 709.18 feet; thence S. 89° 59' E., 172.59 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 a term ending August 22, 1937, at a rental of One Hundred Dollars (\$100.00) per month, 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 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 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.

The Common Council of said City and the people of said City hereby reserve the right and privilege, by ordinance duly adopted, to terminate, 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 in the event that the U. S. Bulkhead Line shall be relocated so that the Bulkhead Line as at present established shall be changed, then and in that event the description herein of the land hereby leased shall be limited thereafter so that no portion shoreward of any new Bulkhead Line shall be considered as leased hereby to said Lessee; that said premises shall be used for the maintenance and operation of a wharf and facilities for loading and unloading of water vessels and craft, and the handling and storage of goods, wares, and merchandise, and shipping and delivery by rail and otherwise, and for purposes pertaining to business of transportation and warehouseman.

(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 expenses 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, which will be necessitated by reason of filling done by said The City of San Diego.

(5) 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 Tidelands, 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.

(6) In the event the Lessee shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it in this lease undertaken, then this lease shall terminate and said Lessee shall have no further rights thereunder, and the said Lessee shall remove from said demised premises and shall have no further 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 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 W.C. CRANDALL
J. W. SEFTON JR.

Members of the Harbor Commission of The City of San Diego.

Lessor

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

SPRECKELS BROS. COMMERCIAL CO.
By CLAUD SPRECKELS
Lessee

(SEAL) ATTEST:
FRED G. WHITEHEAD
Secretary.

I hereby approve the form of the foregoing Lease, this 18th day of August, 1924.
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 between the City of San Diego, California, and Spreckels Bros. Commercial Company, being Document No. 163463.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

AGREEMENT

WHEREAS, the San Diego Electric Railway Company desires to operate and control the operation of a spur track to be located on the tide lands of The City of San Diego; and WHEREAS, The City of San Diego has determined that all public service tracks located on the tide lands belonging to the City should be owned by the City, and proposes ultimately to own and control all such public service tracks so located; and

WHEREAS, the San Diego Electric Railway Company has submitted a certain plan or layout of spur tracks to be constructed on the tide lands of The City of San Diego, at an approximate cost of Five Thousand and no/100 Dollars (\$5000.00); NOW, THEREFORE,

THIS AGREEMENT, made and entered into this 15th day of September, 1924, by and between The City of San Diego, a municipal corporation, acting by and through a majority of the members of the Common Council, party of the first part, hereinafter called the City, and the San Diego Electric Railway Company, a corporation organized and existing under the laws of the State of California, party of the second part, hereinafter called the Railway Company, WITNESSETH:

That in consideration of the mutual covenants and agreements and the benefits and advantages each of the parties hereto receives or shall receive from the other, the respective parties consent and agree as follows:

That the railway company will furnish the necessary material, supplies and money for the construction of, and will construct at its own expense for and on behalf of The City of San Diego an industrial spur railway track to be located upon the tide lands of the Bay of San Diego, at a cost amounting approximately to Five Thousand and no/100 Dollars (\$5,000.00) along the following described route, in The City of San Diego, to-wit:

Beginning at the west line of the intersection of Market Street with Atlantic Street; thence curving westerly across the tide lands of the Bay of San Diego to the foot of G Street in said City, and to connect said spur track with the industrial track located along said route.

That during the course of said work and the construction of said industrial spur track on said tide lands, as hereinbefore described, said railway company hereby agrees to carry and maintain in full force policies of insurance protecting employees and laborers engaged in the work of constructing said industrial spur track against injuries occurring in the course of said work, as provided for in the Workmen's Compensation and Safety Act of the State of California, and will save the City harmless from any and all damage by reason of said construction, and from any claims of any materialmen for materials and supplies furnished for said construction, and from any claims of laborers, workmen or mechanics engaged in said work.

Said railway company further agrees that upon the completion of said work hereinabove described, the railway company will make over and transfer to the city by proper instruments of transfer any and all title or interest it may have in or to the said spur track, or any material therefor, and further will apply to said city for a lease of the tide lands upon which said spur track is located, for a term of Twenty-five years, and will enter into said lease with said city, agreeing therein to pay as rental for the use of said tide lands an amount equal to the original cost of the construction of said spur track, together with six per cent. (6%) interest thereon, payable as follows: One-twenty-fifth (1/25) of the original cost of said track each year, which sum is to be credited by the city on account of advances made to it in said construction by the railway company, and in addition thereto interest at the rate of six per cent. (6%) each year in cash on the balance of deferred rental installments.

Said company further agrees that if at any time during the life of the tide land lease and franchise provided for in this contract The City of San Diego desires to take over the occupation of the tide lands covered by said lease and franchise, that upon the payment to said railway company of the balance due of the money provided for the construction of said spur track, the said company will surrender and abandon and deliver to said city the possession of said tide lands, and will surrender the lease and franchise hereinabove described.

It is further expressly understood and agreed that at all times during the life of said lease and franchise hereinabove described The City of San Diego shall have the right and said right is hereby expressly reserved to said City to take over the possession of said tide lands at any time, and to terminate said lease and franchise by paying to said railway company the balance due at said time of the amount advanced by said company for the construction of said industrial spur track.

The City agrees that it will permit the railway company to construct and finance the construction for it upon the tide lands owned by the city, of a spur track substantially as

hereinbefore described, at the cost of approximately Five Thousand and no/100 Dollars (\$5,000.00), and when completed will lease same to the railway company for a term of twenty-five (25) years, at a rental equivalent to the cost of construction, plus six per cent. (6%) interest thereon, payable as follows: One twenty-fifth (1/25) of the original cost each year, to be credited to the railway company on account of the advances made by it in construction, and six per cent. (6%) each year in cash on the balance of deferred rental installments; and that it will reimburse the said railway company for such expenditures by crediting such rental charges on account of same as herein provided. For the purpose of determining the cost of said railroad spur track, the railway company will furnish to the city a statement showing such cost within thirty (30) days after completion.

The city will utilize the cash payment of rental made to it as herein provided in maintaining and replacing the said spur track.

It is mutually understood and agreed that in addition to the credit and payments provided herein as rental for the said spur track, the railway company shall pay to the city during the first fifteen days of February in each year two per cent. (2%) of the gross annual receipts derived from the operation by it of said spur track, based upon statement of earnings covering the previous calendar year.

It is further agreed that at the expiration of the term of said lease, the railway company shall be entitled to a further lease of the said spur track, upon such terms as the parties may then mutually agree upon. Should there be other applicants for said lease, then the said railway company shall have a prior right to such lease, upon the same terms and conditions as the most favorable applicant for such lease is willing to make.

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 San Diego Electric Railway Company has caused this instrument to be executed, and its corporate seal to be hereto attached, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By STILES M. JOHNSON
Deputy.

SAN DIEGO ELECTRIC RAILWAY COMPANY
By CLAUD SERECKELS
Vice-President & General Manager

(SEAL) ATTEST:
FRED G. WHITEHEAD
Secretary

I hereby approve the form of the foregoing agreement this 15th day of September, 1924.

S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT between the City of San Diego, and the San Diego Electric Railway Company, being Document No. 163205.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California,

By Clark M. Foote Jr Deputy.

C O N T R A C T.

KNOW ALL MEN BY THESE PRESENTS, that we G. R. DALEY, as Principal and Charles K. Voorhees and B. H. Daley, residents of the County of San Diego, State of California, as sureties, are held and firmly bound unto THE CITY OF SAN DIEGO, and to 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 Nine Hundred Fifty Dollars (\$950.00), 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 AND SEALED this 29th day of September, 1924:

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract, dated September 29th, 1924, is about to be made and executed by The City of San Diego, the party of the first part therein, and the above named G. R. DALEY, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract, said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment 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 paving, with a one and one-half inch asphalt concrete wearing surface and a three-inch bituminous base, of the unpaved portions of the driveway lying east of the Civic Auditorium in Balboa Park, in the City of San Diego; all as particularly shown and according to the plans, drawings, typical cross-sections and specifications therefor contained in Document No. 162952, filed in the office of the City Clerk of said City August 4th, 1924, a copy of which is attached to said contract, and for the contract price set forth in said contract:

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against it, for such labor or materials, or either or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise, to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Sureties, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or any of them, upon the property mentioned in said contract; or in a separate suit brought upon this bond, and may recover in such action or actions the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries,

the amount of this bond as above specified.

G. R. DALEY
Principal.
CHARLES K. VOORHEES
Surety.
B. H. DALEY
Surety.

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

Charles K. Voorhees and B. H. Daley 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.

CHARLES K. VOORHEES
B. H. DALEY

Subscribed and sworn to before me
this 7th day of October, 1924.

VALERIA MUNTER

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

(SEAL)

I hereby approve the form of the within Bond, this 7th day of October, 1924.

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 14th day of October, 1924.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL

Members of the Common Council.

(SEAL) Attest:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

BOND FOR STREET WORK.

KNOW ALL MEN BY THESE PRESENTS, That we G. R. DALEY as Principal and Charles K. Voorhees and B. H. Daley 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 State of California, in the sum of FOUR HUNDRED SEVENTY-FIVE (475) Dollars, lawful money of the United States of America, to be paid to the City of San Diego, for which payment, well and truly to be made, 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 October A.D. 1924.

WHEREAS, the above bounden G. R. Daley is about to enter into a contract with the City of San Diego, to do all the work of paving with a one and one-half inch asphalt concrete wearing surface and a three-inch bituminous base, the unpaved portions of the driveway lying east of the Civic Auditorium in Balboa Park, in the said City of San Diego required to be done, and furnish all the materials therefore required to be furnished by the terms and conditions of that certain contract, 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 G. R. DALEY or his assigns shall faithfully perform the said Contract then the above obligation to be void, else to remain in full force and effect.

G. R. DALEY
CHARLES K. VOORHEES
B. H. DALEY

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

Charles K. Voorhees and B. H. Daley 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.

CHARLES K. VOORHEES
B. H. DALEY

Subscribed and sworn to before me this 7th day of October, 1924.

VALERIA MUNTER

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

(SEAL)

I hereby approve the form of the within Bond, this 7th day of October, 1924.

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 14th day of October, 1924.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL

Members of the Common Council.

(SEAL) Attest:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 29th day of September, 1924, 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 G. R. DALEY, of The City of San Diego, California, party of the second party, 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 paving, with a one and one-half inch asphalt concrete wearing surface and a three-inch bituminous base, of the unpaved portions of the driveway lying east of the Civic Auditorium in Balboa Park, in the City of San Diego, all as particularly shown and according to the plans, drawings, typical cross-sections and specifications therefor contained in Document No. 162952, filed in the office of the City Clerk of said City August 4th, 1924; a copy of which said plans and specifications contained in said Document No. 162952 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 price, to-wit:

Paving, complete, for the sum of Eighteen Hundred and Seventy Five Dollars (\$1875.00).

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 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 proper fund of said City, the sum of Eighteen Hundred and Seventy-Five Dollars (\$1875.00) for said paving; 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 plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further that he will protect from the elements all the materials and supplies to be used in the performance of said work, and in case of any damage to any portion of said work or materials and supplies to be used in the performance of said work, by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Further, said contractor agrees to save said The 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 1917.

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 1917, 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 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.

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.
By VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.

G. R. DALEY
Contractor.

I HEREBY APPROVE the form of the foregoing contract this 26th day of September, 1924.

S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between George R. Daley and the City of San Diego, California, being Document No. 164794.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Forte Jr Deputy.

C O N T R A C T.

KNOW ALL MEN BY THESE PRESENTS, That Wm. McCLOSKEY, of The City of San Diego, State of California, as principal, and NATIONAL SURETY COMPANY, a Corporation of New York, a corporation organized and existing under the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish material to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of three hundred fifty dollars (\$350.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal binds himself, his heirs, executors, administrators and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 6th day of Oct. 1924.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract, dated October 2nd, 1924, is about to be made and executed by The City of San Diego, the party of the first part therein, and the above named Wm. McCloskey, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract, said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the installation of the plumbing in the public comfort station located on block 189, Mission Beach, in The City of San Diego, California, in accordance with the specifications referred to in said contract, and for the contract price therein set forth;

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against him, for such labor or materials, or either, or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or any of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

WM. McCLOSKEY
Principal.
NATIONAL SURETY COMPANY
Surety.
By GEO. D. MARCY
Its Attorney in Fact.

(SEAL)
STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES) ss.

On this 6th day of October, in the year one thousand nine hundred and 24, before me NADINE GIRARD a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared GEO. D. MARCY known to me to be the duly authorized Attorney in Fact of NATIONAL SURETY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney in Fact of said Company, and the said GEO. D. MARCY acknowledged to me that he subscribed the name of NATIONAL SURETY 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..

NADINE GIRARD
Notary Public in and for Los Angeles County,
State of California.

(SEAL) I hereby approve the form of the within Bond, this 14th day of October, 1924.

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 October, 1924.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST
ALLEN H. WRIGHT,
City Clerk.

KNOW ALL MEN BY THESE PRESENTS, That we, Wm. McCLOSKEY, as Principal, and NATIONAL SURETY COMPANY, a Corporation of New York, a corporation organized and existing under the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of one hundred seventy-five dollars (\$175.00), 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 6th day of Oct., 1924.

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 the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the installation of the plumbing in the public comfort station located on block 189, Mission Beach, in The City of San Diego, California, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 6th day of October, 1924.

WM. McCLOSKEY
Principal
NATIONAL SURETY COMPANY
By GEO. D. MARCY
Its Attorney in Fact.

(SEAL)
STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,) ss.

On this 6th day of October, in the year one thousand nine hundred and 24, before me NADINE GIRARD a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared GEO. D. MARCY known to me to be the duly authorized Attorney in Fact of NATIONAL SURETY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney in Fact of said Company, and the said GEO. D. MARCY acknowledged to me that he subscribed the name of NATIONAL SURETY 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.

NADINE GIRARD
Notary Public in and for Los Angeles County,
State of California.

(SEAL)

I hereby approve the form of the within Bond, this 14th day of October, 1924.

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 October, 1924.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWARD
HARRY K. WEITZEL
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, State of California, this 2nd day of October, 1924, 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. McCLOSKEY, of The City of San Diego, State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the installation of the plumbing in the public comfort station located on block 189, Mission Beach, in The City of San Diego, California; all in accordance with the specifications therefor contained in Document No. 164433, on file in the office of the City Clerk of said City; a copy of which specifications 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 hereby agrees to do and perform all of the said work for the sum of six hundred ninety-five dollars (\$695.00).

Said contractor agrees to commence said work within two (2) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment so that said work shall be completed within thirty (30) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by him to be performed, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of six hundred ninety-five dollars (\$695.00), 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, 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 of 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, 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 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 changes, except upon formal written agreement between the parties hereto.

Further, said contractor agrees to save said The 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 1917.

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 1917; 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 Section 653c of the Penal Code of the State of California.

Said contractor further agrees that the compensation to be paid for labor 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 said City, 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 The City of San Diego, 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 VIRGILIO BRUSCHI

FRED A. HEILBRON

JNO. A. HELD

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL)

ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

WM. Mc GLOSKEY

Contractor.

I hereby approve the form of the foregoing contract, this 30th day of September, 1924.

S. J. HIGGINS

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between Wm. McCloskey and the City of San Diego, California, being Document No. 164879.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Clark M. Foote Jr.

Deputy.

AGREEMENT OF LEASE.

THIS AGREEMENT, made and entered into this 24th day of November, 1924, by and between THE CITY OF SAN DIEGO, a municipal corporation, Lessor, and PACIFIC BEACH COMMUNITY LEAGUE, Lessee, WITNESSETH:

That said Lessor, for and in consideration of the covenants and agreements on the part of the said Lessee hereinafter contained, does hereby lease to said Lessee that certain piece or parcel of land situated in the City of San Diego, County of San Diego, State of California, particularly described as follows:

The east one-half (E.1/2) of Pueblo Lot 1785 of the Pueblo Lands of The City of San Diego,

for a term of fifteen years from and after the execution of this lease.

Said Lessee agrees to pay therefor the sum of One Dollar (\$1.00) at the time of the execution of this agreement.

It is understood and agreed that the said portion of said Pueblo Lot is to be used as a home site and playground for Troop 59 of the Boy Scouts of America and for the Girl Scouts of Pacific Beach.

It is understood and agreed between the parties hereto that this lease may be terminated and modified at any time by resolution of the Common Council of The City of San Diego.

In the event of the desire by said City to lease said Pueblo Lands for any other purpose whatsoever, then and in such event this lease shall be void and of no force and effect, unless it shall be determined by the Common Council of said City that said portion of said Pueblo Lot can be used by said Lessee for the purposes named herein without conflicting with any other purpose for which it may be desired to lease said lot.

IN WITNESS WHEREOF said parties have caused this instrument to be executed by their proper officers first thereunto duly authorized.

THE CITY OF SAN DIEGO
BY VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.
Lessor.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

PACIFIC BEACH COMMUNITY LEAGUE
By H. L. OWEN, Chairman
CARL S. CLARK
Secty-Treas.

I hereby approve the form of the foregoing Agreement of Lease, this 4th day of September, 1924.

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 AGREEMENT OF LEASE between the City of San Diego, Lessor, and Pacific Beach Community Leagus, Lessee, being Document No. 163811.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That THE SHARP AND FELLOWS CONTRACTING COMPANY, a corporation, as Principal, and NATIONAL SURETY COMPANY, a corporation organized and existing under the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish material to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of twenty thousand dollars (\$20,000.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal binds itself, its successors and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this 26th day of September, 1924.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract, dated September 26th, 1924, is about to be made and executed by The City of San Diego, the party of the first part therein, and the above named THE SHARP AND FELLOWS CONTRACTING COMPANY, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract, said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction and completion of concrete piers, concrete abutments and wooden piling for the 400 foot steel truss bridge across the San Diego River at Old Town, in The City of San Diego, California, in accordance with the plans and specifications referred to in said building contract, and for the contract price therein set forth;

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against it, for such labor or materials, or either or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise, to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or any of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

THE SHARP & FELLOWS CONTRACTING CO.
Principal.

(SEAL) ATTEST:
J. A. BRODERICK
its Secretary.

By C. A. FELLOWS
Its President.

NATIONAL SURETY COMPANY
Surety.
By JOHN BURNHAM
Attorney-in-fact.

(SEAL) ATTEST:-

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 26th day of September, A. D., 1924, before me, A. A. Murphy a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John Burnham known to me to be the Attorney-in-fact of the NATIONAL SURETY COMPANY, the Corporation that executed the within instrument, known to me to be the person who executed the within Instrument, on behalf of the corporation therein named, and acknowledged to me that such Corporation executed the same.

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

A. A. MURPHY
Notary Public in and for said County and State.

(SEAL)

I hereby approve the form of the within Bond, this 21st day of October, 1924.

S. J. HIGGINS
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 27th day of October, 1924.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By STILES M. JOHNSON
Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, THE SHARP AND FELLOWS CONTRACTING COMPANY, a corporation, as Principal, and NATIONAL SURETY COMPANY, a corporation organized and existing under the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ten thousand dollars (\$10,000.00), 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 26th day of September, 1924.

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 the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction and completion of concrete piers, concrete abutments and wooden piling for the 400 foot steel truss bridge across the San Diego River at Old Town, in The City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

IN WITNESS WHEREOF, the said principal and surety have caused this instrument to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, this 26th day of September, 1924.

THE SHARP & FELLOWS CONTRACTING CO.
Principal.

By C. A. FELLOWS
its President.

(SEAL) ATTEST:
J. A. BRODERICK
its Secretary.

NATIONAL SURETY COMPANY
Surety.
By JOHN BURNHAM
Attorney-in-fact

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

On this 26th day of September, A. D., 1924, before me, A. A. Murphy, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John Burnham, known to me to be the Attorney-in-fact of the NATIONAL SURETY COMPANY, the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

A. A. MURPHY
Notary Public in and for said County and State.

I hereby approve the form of the within Bond, this 21st day of October, 1924.

S. J. HIGGINS
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 27th day of October, 1924.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:
 ALLEN H. WRIGHT
 City Clerk.
 By STILES M. JOHNSON
 Deputy.

C O N T R A C T.

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 26th day of September, 1924, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and THE SHARP AND FELLOWS CONTRACTING 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 tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction and completion of concrete piers, concrete abutments and wooden piling, and the placing of reinforcing steel for the 400 foot steel truss bridge across the San Diego River at Old Town, in The City of San Diego, California. All of said work to be done in accordance with the plans and specifications therefor attached hereto, marked "Exhibit A", and made a part hereof.

Said contractor hereby agrees to do and perform all of the said work at and for the following prices, to-wit:

Piers (concrete 1-3-6 mix), at \$19.00 per cubic yard;
 Abutments (concrete 1-2-4 mix), at \$20.00 per cubic yard;
 Wood piling 12" butts, driven to refusal, at \$1.00 per lineal foot below cutoff;
 Reinforcing steel in place, at \$0.045 per lb.

Said contractor agrees to commence said work within ten (10) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment so that said work shall be completed within one hundred twenty (120) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by it to be performed, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

\$19.00 per cubic yard for piers (concrete 1-3-6 mix);
 \$20.00 per cubic yard for abutments (concrete 1-2-4 mix);
 \$1.00 per linear foot below cutoff for wood piling, 12" butts, driven to refusal;
 \$0.045 per lb. for reinforcing steel in place;

said payments to be made as follows:

The City Engineer shall, at the end of each month during which the said work is to be performed by said contractor under this contract, make an estimate of the amount of work properly performed and completed and in such condition as to be accepted by the said City, and upon such estimate being made and reported to the Auditing Committee of said City, eighty-five per cent. (85%) of the amount so estimated by the City Engineer to be completed shall be paid, and fifteen per cent. (15%) of the whole estimate on all work performed shall remain unpaid until thirty-five (35) days from the time that the City Engineer shall notify the Common Council in writing that this agreement has been fully and acceptably performed, and thereupon, upon proof that all charges for labor and material have been paid, any balance remaining unpaid shall be paid to said contractor.

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

Said contractor further agrees that it will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the Common Council of The City of San Diego. Further, that it will protect from the elements all of 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 contractor will repair or replace such damage at its 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 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such changes, except upon formal written agreement between the parties hereto.

Further, said contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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 1917; 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 subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 655c 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.

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 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 said City, 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 The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution 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 26th day of September, 1924.

THE CITY OF SAN DIEGO.

By VIRCILIO BRUSCHI

FRED A. HEILBRON

JNO. A. HELD

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By STILES M. JOHNSON

Deputy.

THE SHARP & FELLOWS CONTRACTING CO.

Contractor.

By C. A. FELLOWS

its President.

(SEAL) ATTEST:

J. A. BRODERICK

its Secretary

I hereby approve the form of the foregoing contract, this 18th day of September, 1924.

S. J. HIGGINS

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between THE SHARP & FELLOWS CONTRACTING COMPANY, a corporation, and the City of San Diego, California, being Document No. 164603.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Clark M. Fote Jr

Deputy.

C O N T R A C T.

THIS CONTRACT made this 5th day of December, 1924, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the City, party of the first part, and FRANK G. WHITE, of the City and County of San Francisco, State of California, hereinafter called the Engineer, party of the second part;

W I T N E S S E T H:

That the said party of the first part does hereby engage and employ said Engineer to do the following:

1. To prepare complete plans and specifications for the reclamation of certain submerged land situated between the present shore line and the U. S. Bulkhead Line and between Columbia Street and 8th Street, on the waterfront of the City of San Diego, the work to be done in general in conformity with a preliminary report dated January 29th, 1924, and preliminary plans dated January 28th, 1924, heretofore submitted by said Engineer.

2. To supervise the construction of the work provided for by the above mentioned plans and specifications.

IT IS UNDERSTOOD AND AGREED that the preparation of the above mentioned plans and specifications shall include:

- (a) The making of the necessary preliminary surveys.
- (b) The supervision of the driving of test piles.
- (c) The supervision of the making of test borings.

It is estimated that if there is no delay in the driving of test piles or in the making of test borings, said plans and specifications will be completed not later than December 15th, 1924.

It is also estimated that if bids are received and if a contract covering the construction is awarded not later than January 15th, 1925, the work can be completed not later than November 1, 1925.

IT IS FURTHER UNDERSTOOD AND AGREED that the supervision of construction shall include:

- (a) The furnishing of a competent resident engineer and such additional assistants as may be necessary.
- (b) The necessary sampling and laboratory testing of cement, reinforcing steel, and other materials of construction.
- (c) An inspection of the work at least once a month by said Engineer or his associate, H. E. Squire.

Said City agrees to pay to said Engineer the following sums:

1. For the preparation of plans and specifications a sum equal to two per cent (2%) of the cost of constructing the work provided for by said plans and specifications, to be paid as follows:

Fifteen hundred dollars (\$1500.00) on the first day of November, 1924, fifteen hundred dollars (\$1500.00) on the first day of December, 1924, fifteen hundred dollars (\$1500.00) upon completion of said plans and specifications; the balance necessary to equal two per cent (2%) of the cost of the work when bids for constructing said work are received by the City of San Diego, said bids to form the basis for the computation of the total amount to be paid.

2. For the supervision of construction a sum equal to two per cent (2%) of the cost of constructing the work provided for by the above mentioned plans and specifications, to be paid as follows:

An amount on the 10th day of each and every month equal to two per cent (2%) of the estimated value of the work done during the previous month by each person having a contract covering any part of the work provided for by the above mentioned plans and specifications; provided, however, that if through the fault, neglect or omission of the said City of San Diego, or of any contractor employed by said City of San Diego, any contract for the work provided for by the above mentioned plans and specifications, shall not be fully performed by November 1, 1925, that thereafter said Engineer shall be entitled to and shall receive on the 10th day of each and every month an amount equal to three per cent (3%) of the estimated value of the work done during the previous month by each person having a contract covering any part of the work provided for by the above mentioned plans and specifications.

IT IS UNDERSTOOD AND AGREED between the parties hereto that if funds are not available in the Treasury of the City of San Diego to make the payments hereinabove provided for, that then and in that event said City shall be under no obligation to make said payments at the time or times required, but said payments shall be made as soon thereafter as funds shall be available from the sale of the bonds which are to provide the moneys for the said reclamation work, and for the payment of said second party.

Said second party hereby represents that the said work to be done and completed under said plans and specifications to be furnished by said second party, as herein agreed, is such work as can be completed, with reasonable diligence, and without additional cost to the City for hurrying said work to completion, by a reputable contractor, within a period of nine and one half (9½) months from and after the awarding of the first contract by said contractor, for said work, with the City of San Diego.

IN WITNESS WHEREOF, the City of San Diego, party of the first part herein, has caused this instrument to be executed by a majority of the members of the Harbor Commission of said City, under and pursuant to a resolution authorizing such execution, and the said Frank G. White, party of the second part herein, has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Party of the First Part,
By M. A. GRAHAM
W. C. CRANDALL
J. W. SEFTON JR.
Members of the Harbor Commission.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By STILES M. JOHNSON
Deputy.

FRANK G. WHITE
Engineer,
Party of the Second Part.

I hereby approve the form of the foregoing Contract this 12th day of December, 1924.

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 between Frank G. White, Engineer, and the City of San Diego, California, being Document No. 165417.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr Deputy.

C O N T R A C T - Abbott Street Lighting.

BOND FOR STREET LIGHTING.

KNOW ALL MEN BY THESE PRESENTS, That we SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, a corporation, as principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Connecticut as surety, are jointly and severally bound unto the City of San Diego, a municipal Corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED (300) 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 heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of November, A. D. 1924.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into a contract with THE CITY OF SAN DIEGO, 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, between the southwesterly line of West Point Loma Boulevard and the northeasterly line of Newport Avenue, in the 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.

M. B. FOWLER
A. E. HOLLOWAY
THE AETNA CASUALTY AND SURETY COMPANY
By FRANK A. SALMONS
Resident Vice-President

(SEAL) ATTEST:
F. S. BOWERS
Resident Assistant Secretary.

I hereby approve the form of the within and foregoing Bond, this 24th day of Nov. A. D., 1924.

S. J. HIGGINS
City Attorney of the City of San Diego, California.

By M. R. THORP

Deputy.

CONTRACT FOR
ABBOTT STREET LIGHTING.

THIS AGREEMENT, made and entered into this 24th day of November, 1924, 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 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 ABBOTT STREET, in said City of San Diego, between the southwesterly line of West Point Loma Boulevard and the northeasterly line of Newport Avenue, together with the maintenance of the posts, wires, conduits and lamps on said Abbott Street, between said points. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after August 14, 1924.

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. 163151, on file in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of two hundred eleven and 53/100 dollars (\$211.53) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party further agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of eight hundred forty-six and 15/100 dollars (\$846.15), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Abbott Street Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of eight hundred forty-six and 15/100 dollars (\$846.15) shall be paid out of any other fund than said special fund designated as "Abbott Street Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of eight hundred forty-six and 15/100 dollars (\$846.15).

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said Act of the Legislature) will the City of San Diego, or any officer thereof, be liable for any portion of the expense of said work (other than said sum of two hundred eleven and 53/100 dollars), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By A. E. HALLOWAY

Supt. Commercial Dept.

ATTEST:

M. B. FOWLER

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

FRED A. HEILBRON

JNO. A. HELD

DON W. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK

Deputy.

I hereby approve the form of the foregoing Contract, this 24th day of November, 1924.

S. J. HIGGINS, 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 San Diego Consolidated Gas & Electric Company, a corporation, and the City of San Diego, California, being Document No. 166411.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Clark M. Foote Jr.

Deputy.

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 7th day of November, 1924, 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 SRECKELS BROS. COMMERCIAL 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 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 situated in the Bay of San Diego to The City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911; said lands herein leased to said Lessee being particularly described as follows; to-wit:

All of blocks 16, 18 and 19 of Municipal Tide Lands Subdivision Tract No. 1, lying northerly of the northerly side of a prolongation of G Street, as shown on the 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 a term ending August 22, 1937, at a rental of two and one-half cents (2-1/2¢) per square foot per year, payable in advance, in twelve equal monthly installments on the first day of each and every month during the term of said lease, 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 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 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.

The Common Council of said City and the people of said City hereby reserve the right and privilege, by ordinance duly adopted, to terminate, annul, change or modify this lease in such manner as in their judgment may seem proper.

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

(1) That said premises shall be used for the construction, maintenance and operation of railroad tracks, warehouse and facilities in connection with the loading and unloading of vessels at the wharf adjacent to said premises.

(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 expenses 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 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.

(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 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 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 M. A. GRAHAM

W. C. CRANDALL

Members of the Harbor Commission of The City of San Diego.

Lessor.

SPRECKELS BROS. COMMERCIAL COMPANY

By CLAUD SPRECKELS

Lessee.

(SEAL) ATTEST:

FRED G. WHITEHEAD

I hereby approve the form of the foregoing Lease, this 15th day of October, 1924.

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 from the City of San Diego, California, to Spreckels Bros. Commercial Company, a corporation, being Document No. 166415.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

A G R E E M E N T.

THIS AGREEMENT, made this 8th day of December, 1924, by and between EMMA E. CARTWRIGHT, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, WITNESSETH:

That the said party of the first part hereby agrees to sell and the said party of the second part agrees to purchase of and from the said party of the first part, the following described real property situated in the County of San Diego, State of California, and more particularly described as follows, to-wit:

The southeast quarter of the northwest quarter; the northwest quarter of the northwest quarter (Lot 1); the southwest quarter of the northwest quarter (Lot 2); the northwest quarter of the southwest quarter (Lot 3), except portion of the southeast corner thereof sold to Corthals; the southwest quarter of the southwest quarter (Lot 4), except southerly 757 feet thereof and portion sold to Corthals; the southerly 56.46 acres of the east half of the southwest quarter (except portion thereof sold to Corthals); the northerly 20.46 acres of the northeast quarter of the southwest quarter; all in Section 30, Township 14 South, Range 1 East, S. B. M.; also, the northwest quarter of the northeast quarter, and the northeast quarter of the northwest quarter, except portion thereof sold to Thompson, all in Section 31, Township 14 South, Range 1 East, S. B. M.;

For the sum of forty-six dollars (\$46.00) per acre; said purchase price to be paid by the said party of the second part to the said party of the first part on or before thirty-five (35) days from and after the delivery in escrow by the said party of the first part of a good and sufficient conveyance accompanied by a certificate of title from the Union Title Company of San Diego showing said property to be free and clear of incumbrances and adverse claims.

It is further agreed by and between the parties hereto that said party of the first part is authorized to remove from said premises the dwelling house situate thereon at any time within a period of five years from the date hereof, upon ninety days' written notice from the party of the second part that it desires immediate use of said premises, and that the said party of the first part shall have the privilege of occupying the said dwelling until such service of notice; provided, however, that in case the said party of the first part does not desire to exercise her right to remove such dwelling upon such notice, that on the service of such notice said party of the first part will remove from said premises at the expiration of the period of said notice.

IN WITNESS WHEREOF, the party of the first part has hereunto subscribed her name, and the said City of San Diego has caused this instrument to be executed by a majority of the members of the Common Council thereof, pursuant to a resolution authorizing such execution, the day and year first hereinabove written.

EMMA E. CARTWRIGHT
Party of the first part.
THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

ATTEST:
ALLEN H. WRIGHT

City Clerk.

I hereby approve the form of the foregoing agreement this 8th day of December, 1924.

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 AGREEMENT between EMMA E. CARTWRIGHT, and The City of San Diego, California, being Document No. 167163 $\frac{1}{2}$.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

CONTRACT with Western Metal Supply Co.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California as principal, and Klauber Wangenheim Co. a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Fourteen hundred seventy four and 04/100 Dollars (\$1474.04) 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 19 day of January 1925.

THE CONDITION OF THE ABOVE 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 10,000 feet of park and paddock fence, f.o.b. dock San Diego, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the materials to be furnished.

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.

212
(SEAL) ATTEST:
W. J. DOWD

WESTERN METAL SUPPLY CO.
Principal.
By W. C. SHAW, Secy.

Klauber Wangenheim Co.
San Diego, Calif.
By A. W. SHEPHERD, Secretary
Surety.

ATTEST:

F. F. VANCE

I hereby approve the form of the within Bond, this 17th day of January, 1925.

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 19th day of January, 1925.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
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 19th day of January, 1925, 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, by and through the Common Council, hereinafter sometimes designated as the City, and WESTERN METAL SUPPLY 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 and deliver to said City:

10,000 Lineal feet American Park and Paddock Fence
Specification #2488, 88 inches high with 6"
stays as manufactured by the American Steel
and wire Company.

Said contractor agrees to furnish and deliver all of the fence hereinabove described at and for the following price, to-wit:

10,000 Lineal feet American Park and Paddock Fence
at a price of Two and 43/100 Dollars (\$2.43)
per rod, f.o.b. dock San Diego, California.

The Contractor agrees to complete all deliveries of said fence on or before the 15th day of April, 1925.

In consideration of the delivery of said fence 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, and upon the acceptance of said fence by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City the sums of money for said fence hereinabove specified.

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

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

It is mutually agreed 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 a resolution duly adopted 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 19th day of January, 1925.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

FRED A. HEILBRON

JNO. A. HELD

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK, Deputy.

WESTERN METAL SUPPLY CO.
Contractor
By W. C. SHAW, SECY.

(SEAL) ATTEST:
W. J. DOWD

I hereby approve the form of the foregoing Contract, this 17th day of January, 1925.

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 between the WESTERN METAL SUPPLY COMPANY, a corporation; and the City of San Diego, California, being Document No. 168366.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

LEASE

THIS AGREEMENT, made and entered into this 8th day of December 1924, between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter called the City, and WILLIAM DILLOW, 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 1353, of the Pueblo Lands of The City of San Diego, County of San Diego, State of California, for a term commencing November 1st, 1924, to and including the 31st day of October, 1925, 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.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

THE CITY OF SAN DIEGO
By Virgilio Bruschi
Fred A. Heilbron
Jno. A. Held
Don M. Stewart
Harry K. Weitzel
Members of the Common Council
Lessor

WILLIAM DILLOW
Lessee

I hereby approve the form of the within Agreement of Lease, this 4th day of October, 1924.

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 from The City of San Diego to William Dillow, being Document No. 164974.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Stiles M. Johnson Deputy

LEASE

THIS INDENTURE, made this 2nd day of February, 1925, 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. 9759 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 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, 1924, at a yearly rental of thirty dollars (\$30.00), payable in advance.

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.

Said Lessee further covenants and promises and agrees to use and maintain said property for grazing and pasturage purposes only; and it is agreed that if said premises are used for any purpose other than those herein specified, or if 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.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

THE CITY OF SAN DIEGO
By Virgilio Bruschi
Fred A. Heilbron
Jno. A. Held
Don M. Stewart
Harry K. Weitzel
Members of the Common Council.

G. H. LEWIS
Lessee

I hereby approve the form of the foregoing Lease this 24th day of December, 1924.
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 from the City of San Diego to G. H. Lewis, being Document No. 168422.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Stiles M. Johnson Deputy

BOND FOR STREET LIGHTING

Know all Men by these Presents, That we San Diego Consolidated Gas & Electric Company, a corporation, as principal, and The Aetna Casualty and Surety Company a corporation, organized and existing under and by virtue of the laws of the State of Connecticut as surety, are jointly and severally bound unto the City of San Diego, a municipal Corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED AND FIFTY (350) 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 heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this ____ day of February, A. D. 1925.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into a contract with THE CITY OF SAN DIEGO, 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 PROSPECT STREET, between Girard Avenue and Herschel Avenue; on HERSCHEL AVENUE, between Prospect Street and Silverado Street; on WALL STREET, between Girard Avenue and a line 10 feet east from the easterly line of Herschel Avenue; and on GIRARD AVENUE, between Wall Street and Prospect Street, in the 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.

A. E. HOLLOWAY

Supt. Commercial Dept.

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS

Resident Vice-President

(SEAL) ATTEST: B. J. SCHAEFER

Resident Assistant Secretary

CONTRACT FOR

LA JOLLA LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 2nd day of February, 1925, 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 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 PROSPECT STREET, in said City, between Girard Avenue and Herschel Avenue; of HERSCHEL AVENUE, in said City, between Prospect Street and Silverado Street; of WALL STREET, in said City, between Girard Avenue and a line 10 feet east from the easterly line of Herschel Avenue; and of GIRARD AVENUE, in said City, between Wall Street and Prospect Street; together with the maintenance of the ornamental posts, wires, conduits and lamps on said Prospect Street, Herschel Avenue, Wall Street and Girard Avenue, between the points above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period commencing on the 31st day of December, 1924, and ending on the 31st day of December, 1925.

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. 165298, on file in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of two hundred sixty-four and 96/100 dollars (\$264.96), in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

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 fifty-nine and 84/100 dollars (\$1,059.84), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Jolla Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of one thousand fifty-nine and 84/100 dollars (\$1,059.84) shall be paid out of any other fund than said special fund designated as "La Jolla Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of one thousand fifty-nine and 84/100 dollars (\$1,059.84).

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said Act of the Legislature) will the City of San Diego, or any officer thereof, be liable for any portion of the expense of said work (other than said sum of two hundred sixty-four and 96/100 dollars (\$264.96), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached, by its 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 hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(SEAL) ATTEST:

M. B. FOWLER
Secretary

By A. E. HOLLOWAY
Supt. Commercial Dept.

THE CITY OF SAN DIEGO
By Virgilio Bruschi
Fred A. Heilbron
Jno. A. Held
Don M. Stewart
Harry K. Weitzel
Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

I hereby approve the form of the foregoing Contract, this 2nd day of February, 1925.

S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between the SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY and The City of San Diego, California, being Document No. 168767.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Stiles M. Johnson Deputy

KNOW ALL MEN BY THESE PRESENTS, That E. D. BARCLAY and P. F. SCHANIEL, of The City of San Diego, California, as Principals, 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, and to 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 fourteen hundred dollars (\$1400.00), lawful money of the United States, 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 SEALED this 30th day of January, 1925.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed by The City of San Diego, the party of the first part therein, and the above-named E. D. Barclay and P. F. Schaniel, as contractors, the parties of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract said contractors agree to furnish the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction and completion of an 84 foot span combination Howe Truss Bridge, exclusive of abutments, on the Skye Valley Road, above Barrett Reservoir, in the County of San Diego, State of California, in accordance with the specifications referred to in said contract, and for the contract price therein set forth;

NOW, THEREFORE, should said contractors well and truly pay or cause to be paid all claims against them, for such labor or materials, or either or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise, to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or either of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

ED. D. BARCLAY
Principal
P. F. SCHANIEL
Principal

UNITED STATES FIDELITY & GUARANTY CO., Surety
By M. J. WHITE
(SEAL) Attorney in Fact

STATE OF CALIFORNIA) ss.
County of San Diego)

On this 30th day of January A. D., 1925, before me, Algy E. Lillcrap a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared M. J. White known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of UNITED STATES FIDELITY & GUARANTY COMPANY and acknowledged to me that she subscribed the name of UNITED STATES FIDELITY & GUARANTY COMPANY thereto as principal and her own name as Attorney-in-Fact.

I further certify that said bond was executed by said M. J. White in my presence, and her signature thereto is genuine.

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

(SEAL)

My Commission expires May 8, 1927.

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

I hereby approve the form of the within Bond, this 2nd day of February, 1925
S. J. HIGGINS
City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 2nd day of February 1925

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

KNOW ALL MEN BY THESE PRESENTS, That we, E. D. BARCLAY and P. F. SCHANIEL, of The City of San Diego, California, as Principals, 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 Dollars (\$700.00) 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, 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 by us and dated this 30th day of January, 1925.

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 the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction and completion of an 84 foot span combination Howe Truss Bridge, exclusive of abutments, on the Skye Valley Road, above Barrett Reservoir, in the County of San Diego, State of California, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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 subscribed their names, and the said surety has caused this instrument to be executed and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

ED. D. BARCLAY
P. F. SCHANIEL
Principals

UNITED STATES FIDELITY & GUARANTY CO., Surety
By M. J. WHITE, Attorney in Fact

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

On this 30th day of January A. D., 1925, before me, Algy E. Lillcrap a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared M. J. White known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of UNITED STATES FIDELITY & GUARANTY COMPANY and acknowledged to me that she subscribed the name of UNITED STATES FIDELITY & GUARANTY COMPANY thereto as principal and her own name as Attorney-in-Fact

I further certify that said bond was executed by said M. J. White in my presence, and her signature thereto is genuine.

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

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires May 8, 1927. State of California.

I hereby approve the form of the within Bond, this 2nd day of February, 1925
S. J. HIGGINS
City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 2nd day of February 1925.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 2nd day of February, 1925, 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 E. D. BARCLAY, and P. F. SCHANIEL, 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 tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction and completion of an 84 foot span combination Howe Truss Bridge, exclusive of abutments, on the Skye Valley Road, above Barrett Reservoir, in the County of San Diego, State of California; all of said work to be done in accordance with the specifications therefor contained in Document No. 167729, on file in the office of the City Clerk of said City; a copy of which specifications is attached hereto, marked "Exhibit A," and made a part hereof.

and for

Said contractor hereby agrees to do and perform all of the said work at the price of two thousand seven hundred ninety-nine and 50/100 dollars (\$2799.50).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by him to be performed, will pay said contractor, in warrants drawn upon the proper fund of said city, the sum of two thousand seven hundred ninety-nine and 50/100 dollars (\$2799.50); said sum to be paid 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 fully paid, the balance remaining shall be paid to said contractor.

Said contractor further agrees that he will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the Common Council, 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 of 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 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 plans and specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such changes, except upon the formal written agreement between the parties hereto.

Further, said contractor agrees to save said The 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 1917.

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 1917; 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 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.

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 said City, 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 The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and the said contractors have hereunto subscribed their names, the day and year first hereinabove written.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO
By Virgilio Bruschi
Fred A. Heilbron
Jno. A. Held
Don M. Stewart
Harry K. Weitzel
Members of the Common Council

ED. D. BARCLAY
P. F. SCHANIEL
by Ed. D. Barclay
Contractors

I hereby approve the form of the foregoing contract, this 2nd day of February, 1925.

S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between Ed. D. Barclay and P. F. Schaniel and the City of San Diego, California, being Document No. 168880.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California

By Stiles M. Johnson Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That General Chemical Company, a corporation organized and existing under and by virtue of the laws of the State of New York, as principal, and The Fidelity and Casualty Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two Hundred Thirty-nine Dollars (\$239.00), 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 29th day of January, 1925.

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 30 tons of Sulphate of Alumina, f.o.b. cars San Diego, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract 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.

GENERAL CHEMICAL CO.
Principal

By PHIL A. OLSON
The Fidelity and Casualty Company of New York
By Cecilia Story, Attorney

(SEAL)

STATE OF CALIFORNIA) ss.
County of Los Angeles)

On this 29th day of January in the year One Thousand Nine Hundred and twenty-five before me, Paul J. Emme a Notary Public in and for the said County of Los Angeles residing therein, duly commissioned and sworn, personally appeared Cecilia Story known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY of NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

PAUL J. EMME

(SEAL)

Notary Public in and for the County of Los Angeles
State of California

I hereby approve the form of the within bond this 31st day of January, 1925

S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of The City of San Diego, California, this 2nd day of February 1925.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 29th day of January, 1925, 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 party, by and through the Common Council, hereinafter sometimes designated as the City, and GENERAL CHEMICAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York; party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City 30 tons of Sulphate of Alumina, f.o.b. cars San Diego, for the price of One and 59/100 Dollars (\$1.59) per hundred pounds.

The contractor agrees to begin delivery of said Sulphate of Alumina within 15 days from and after the date of the execution of this contract, and all deliveries must be completed on or before the 28th day of February, 1925.

In consideration of the delivery of said sulphate of alumina 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, and upon the acceptance of said sulphate of alumina by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of One and 59/100 Dollars (\$1.59) per hundred pounds of said sulphate of alumina, delivered f.o.b. cars San Diego.

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

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

It is mutually agreed 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 a resolution duly adopted 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 29th day of February, 1925.

THE CITY OF SAN DIEGO.

By Virgilio Bruschi
Fred A. Heilbron
Jno. A. Held
Don M. Stewart
Harry K. Weitzel
Members of the Common Council

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

GENERAL CHEMICAL CO.
Contractor
By Phil A. Olson

I hereby approve the form of the foregoing contract, this 31st day of January, 1925.

S. J. HIGGINS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between the GENERAL CHEMICAL CO. and the City of San Diego, California, being Document No. 168881.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Stiles M. Johnson Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That NEUNER CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of _____, as principal, and NATIONAL SURETY COMPANY, a Corporation of New York, a corporation organized and existing under and by virtue of the laws of the State of _____, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two Hundred Fifty-two Dollars (\$252.00) 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 4th day of February, 1925.

THE CONDITION OF THE ABOVE 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 4520 lithographed Municipal Bonds, known as the El Capitan Bonds, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the materials to be furnished.

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.

NEUNER CORPORATION
Principal
By M. C. NEUNER, President
NATIONAL SURETY COMPANY
Surety
By Geo. D. Marcy
Its Attorney in Fact

(SEAL)

(SEAL)

STATE OF CALIFORNIA,)
County of Los Angeles) ss

On this 4th day of Feb. in the year one thousand nine hundred and 25 before me NADINE GIRARD a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared GEO. D. MARCY known to me to be the duly authorized Attorney in Fact of NATIONAL SURETY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney in Fact of said Company, and the said GEO. D. MARCY acknowledged to me that he subscribed the name of NATIONAL SURETY COMPANY thereto as principal, and his own name as Attorney in Fact.

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

(SEAL)

NADINE GIRARD
Notary Public in and for Los Angeles County,
State of California.

I hereby approve the form of the within Bond, this 5th day of February, 1925.

S. J. HIGGINS
City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 9th day of February, 1925

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

Virgilio Bruschi
Fred A. Heilbron
Jno. A. Held
Don M. Stewart
Harry K. Weitzel
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 9th day of February, 1925, 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, by and through the Common Council, hereinafter sometimes designated as the city, and NEUNER CORPORATION, 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 and deliver to said

City 4520 lithographed Municipal Bonds of the City of San Diego, California, known as the El Capitan Bonds. The size of said bonds shall be 10 x 15 inches and the paper used for this work shall be that known as Crane's Bond No. 29; each denomination shall be in a different colored ink. The identification numbers, etc., on the coupons shall be on the right side. The work shall conform to the provisions contained in Ordinance No. 9708 of the City of San Diego, California. Design of coupons, registration spaces and size of type used in title shall be satisfactory to the Auditor and the Treasurer of the City of San Diego, California.

Said contractor agrees to furnish and deliver all of the bonds hereinabove described at and for the following price, to-wit:

Four Thousand Five Hundred Twenty (4520) lithographed Municipal Bonds of the City of San Diego, California, as hereinsbove described, for the total sum of TEN HUNDRED FIVE AND 06/100 DOLLARS (\$1005.06)

The contractor agrees to complete delivery of said bonds within 45 days from and after the date of the execution of this contract.

In consideration of the delivery of said bonds 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, and upon the acceptance of said bonds by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City the sums of money for said bonds hereinabove specified.

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

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

It is mutually agreed 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 here 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 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 9th day of February, 1925.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

By THE CITY OF SAN DIEGO
Virgilio Bruschi
Fred A. Heilbron
Jno. A. Held
Don M. Stewart
Harry K. Weitzel
Members of the Common Council

NEUNER CORPORATION
Contractor
By M. C. NEUNER, President

(SEAL)

I hereby approve the form of the foregoing Contract, this 5th day of February, 1925.

S. J. HIGGINS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between NEUNER CORPORATION and the CITY OF SAN DIEGO, California, being Document No. 168985.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By Stiles M. Johnson Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That NATIONAL CAST IRON PIPE COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Alabama, as principal, and NATIONAL SURETY COMPANY, a Corporation 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 SIX THOUSAND FOUR HUNDRED DOLLARS (\$6400.00) 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 10 day of February, 1925.

THE CONDITION OF THE ABOVE 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 25700 feet of cast iron water pipe, f.o.b. wharf San Diego, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the materials to be furnished.

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.

NATIONAL CAST IRON PIPE CO., Principal
By BEN L. HENDERSHOT
Pacific Coast Sales Manager

NATIONAL SURETY COMPANY
Surety

Witness:
N. B. GIRARD

(SEAL) By GEO. D. MARCY
Its Attorney in Fact

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 10th day of February, in the year one thousand nine hundred and 25, before me FLORENCE PRETER a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared GEO. D. MARCY known to me to be the duly authorized Attorney in Fact of NATIONAL SURETY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney in Fact of said Company, and the said GEO. D. MARCY acknowledged to me that he subscribed the name of NATIONAL SURETY COMPANY thereto as principal, and his own name as Attorney in Fact.

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

(SEAL) FLORENCE PRETER
Notary Public in and for Los Angeles County,
State of California

I hereby approve the form of the within Bond, this 13th day of February, 1925.
S. J. HIGGINS
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 1925.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, 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 16th day of February, 1925, 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, by and through the Common Council, hereinafter sometimes designated as the City, and NATIONAL CAST IRON PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Alabama, party of the second party, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1000	Feet	4"	B & S	water	pipe	Class	"B",	12	foot	lengths;
4000	"	4"	"	"	"	"	"B",	16	"	"
3000	"	6"	"	"	"	"	"B",	12	"	"
12000	"	6"	"	"	"	"	"B",	16	"	"
2200	"	8"	"	"	"	"	"B",	12	"	"
500	"	10"	"	"	"	"	"B",	12	"	"
2700	"	12"	"	"	"	"	"B",	12	"	"
300	"	16"	"	"	"	"	"C",	12	"	"

All of said pipe to conform to the specifications and standards of the American Water Works Association, and to be delivered f.o.b. San Diego.

Said Contractor agrees to furnish and deliver all of the water pipe hereinabove described at and for the following prices, to-wit:

1000	Feet	four-inch	B & S	water	pipe,	Class	"B",	twelve-foot
								lengths, at and for the price of \$0.587 per lineal foot;
4000	Feet	four-inch	B & S	water	pipe,	Class	"B",	sixteen-foot
								lengths, at and for the price of \$0.585 per lineal foot;
3000	Feet	six-inch	B & S	water	pipe,	Class	"B",	twelve-foot
								lengths, at and for the price of \$0.837 per lineal foot;
12000	Feet	six-inch	B & S	water	pipe,	Class	"B",	sixteen-foot
								lengths, at and for the price of \$0.835 per lineal foot;
2200	Feet	eight-inch	B & S	water	pipe,	Class	"B",	twelve-foot
								lengths, at and for the price of \$1.195 per lineal foot;
500	Feet	ten-inch	B & S	water	pipe,	Class	"B",	twelve-foot
								lengths, at and for the price of \$1.60 per lineal foot;
2700	Feet	twelve-inch	B & S	water	pipe,	Class	"B",	twelve-foot
								lengths, at and for the price of \$2.04 per lineal foot;
300	Feet	sixteen-inch	B & S	water	pipe,	Class	"C",	twelve-foot
								lengths, at and for the price of \$3.69 per lineal foot;

The contractor agrees to commence delivery of said pipe within 30 days from and after the date of the execution of this contract, and to complete all deliveries of said pipe on or before the 30 day of April, 1925.

In consideration of the delivery of said pipe 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, and upon the acceptance of said pipe by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City the sums of money for said pipe hereinabove specified.

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

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned.

All rights of action, however, for any breach of this contract, are reserved to said City.

It is mutually agreed 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 a resolution duly adopted 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 16th day of February, 1925.

THE CITY OF SAN DIEGO,
By VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
 ALLEN H. WRIGHT,
 City Clerk,
 By FRED W. SICK,
 Deputy.

National Cast Iron Pipe Co.
 Contractor.
 By BERT L. HENDERSHOT
 Pacific Coast Sales Manager.

I hereby approve the form of the foregoing Contract, this 7th day of February, 1925.

S. J. HIGGINS
 City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between National Cast Iron Pipe Company, a corporation, and the City of San Diego, California, being Document No. 169237.

ALLEN H. WRIGHT
 City Clerk of the City of San Diego, California.
 By Clark M. Foor Deputy.

FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal and W. J. BAILEY and LEROY A. WRIGHT 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 Fifteen Hundred Forty and no/100 Dollars (\$1540.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made the said principal hereby binds itself, its successors and assigns, and the said sureties hereby bind them themselves, their heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16 day of February, 1925.

THE CONDITION OF THE ABOVE 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 50 reels 3/4" Standard AA lead pipe, f.o.b. cars at City's Spur at California and Grape Streets, San Diego, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the materials to be furnished.

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 these presents to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, and the said sureties have hereunto subscribed their names the day and year first hereinabove written.

WESTERN METAL SUPPLY CO.
 Principal
 By W. C. SHAW
 Secretary

(SEAL) ATTEST:
 W. J. DOWD

W. J. BAILEY
 LEROY A. WRIGHT
 Sureties.

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

W. J. Bailey and Leroy A. Wright 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.

W. J. BAILEY
 LEROY A. WRIGHT

Subscribed and sworn to before me
 this 16th day of February, 1925.

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 16th day of February, 1925.

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 16th day of February, 1925.

VIRGILIO BRUSCHI
 FRED A. HEILBRON
 JNO. A. HELD
 DON M. STEWART
 HARRY K. WEITZEL
 Members of the Common Council.

(SEAL) Attest:
 ALLEN H. WRIGHT
 City Clerk
 By FRED W. SICK,
 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 16th day of February, 1925, 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, by and through the Common Council, hereinafter sometimes designated as the City, and WESTERN METAL SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Calif. party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

covenants and agrees to and with said City to furnish and deliver to said City 50 reels 3/4" Standard AA lead pipe in continuous lengths, f.o.b. cars at City's spur at California and Grape Streets, in the City of San Diego, California.

Said contractor agrees to furnish and deliver all of the pipe hereinabove described at and for the following price, to-wit:

50 reels 3/4" Standard AA lead pipe in continuous lengths, f.o.b. cars at City's spur at California and Grape Streets, in the City of San Diego, California, for the price of Twelve Dollars Thirty-three Cents per 100 pounds, exclusive of reels; a charge of \$2.50 to be made for each reel; and the sum of Two Dollars Fifty Cents (\$2.50) to be paid by the contractor to the City for each reel, when empty, returned to said contractor in good condition, f.o.b. cars San Francisco.

The contractor agrees to commence delivery of said pipe within 15 days from and after the date of the execution of this contract, and to complete all deliveries of said lead pipe on or before the 3rd day of March, 1925.

In consideration of the delivery of said pipe 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, and upon the acceptance of said pipe by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City the sums of money for said pipe hereinabove specified.

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

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

It is mutually agreed 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 a resolution duly adopted 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 16th day of February, 1925.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK,
Deputy.

WESTERN METAL SUPPLY CO.
Contractor
By W. C. SHAW, SECY.

(SEAL) ATTEST:
W. J. DOWD

I hereby approve the form of the foregoing Contract, this 13th day of February, 1925.

S. J. HIGGINS
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 Western Metal Supply Co., a corporation, being Document No. 169389.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr Deputy.

(See copies of contracts with Lange & Bergstrom, Inc., covering Items 1 & 2, and with Theo. F. Snyder, covering Item 3, Contract C, Municipal Pier No. 2.)

FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal and W. J. BAILEY and LEROY A. WRIGHT 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 and Eight Dollars (\$308.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds itself, its successors and assigns, and the said sureties hereby bind themselves, their heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16 day of February, 1925.

THE CONDITION OF THE ABOVE 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 6000 feet of 2" steel screw pipe, f.o.b. City Yard, California & Grape Streets, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the materials to be furnished.

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 these presents to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, and the said sureties have hereunto subscribed their names the day and year first hereinabove written.

WESTERN METAL SUPPLY CO.
Principal
By W. C. SHAW
Secretary.

(SEAL) Attest:
W. J. DOWD

WHEELER J. BAILEY (W.J. BAILEY)
LEROY A. WRIGHT
Sureties.

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO,)
W. J. BAILEY and LEROY A WRIGHT 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 16th day of February, 1925.

GEO. W. BOWLER
Notary Public in and for the County of
San Diego, State of California.
(SEAL)

W. J. BAILEY
LEROY A. WRIGHT

I hereby approve the form of the within Bond, this 16th day of February, 1925.
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 16th day of February, 1925.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) Attest:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
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 16th day of February, 1925, 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, by and through the Common Council, hereinafter sometimes designated as the City, and WESTERN METAL SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second party, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City 6000 feet two-inch National Standard Galvanized Steel Screw pipe, with couplings, f.o.b. City Yards, Calif. & Grape Sts.,

Said contractor agrees to furnish and deliver all of the pipe hereinabove described at and for the following price, to-wit:

6000 Feet two-inch National Standard Galvanized Steel
Screw Pipe, with couplings, for the sum of
Twenty Dollars Forty-eight Cents (\$20.48) per
100 feet.

The contractor agrees to complete delivery of said pipe within one day from and after the date of the execution of this contract.

In consideration of the delivery of said pipe 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, and upon the acceptance of said pipe by said City, said City will pay said contractor the sums of money for said pipe hereinabove specified.

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

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

It is mutually agreed 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 a resolution duly adopted 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 16th day of February, 1925.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

WESTERN METAL SUPPLY CO.
Contractor
By W. C. SHAW, Secy.

(SEAL) ATTEST:
W. J. DOWD
I hereby approve the form of the foregoing Contract, this 13th day of February, 1923.
S. J. Higgins
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between WESTERN METAL SUPPLY COMPANY, a corporation, and the City of San Diego, being Document No. 169390.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, That J. M. KENDALL, of the City of San Diego, State of California, as principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One Hundred Seventy Dollars (\$170.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of February, 1925.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City one 220 barrel carload Portland cement, in serviceable cloth sacks, f.o.b. cars on City's spur track at California and Grape Streets, San Diego, California, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the material to be furnished.

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

J. M. KENDALL

Principal
MARYLAND CASUALTY COMPANY
Surety

By. GEO. D. EASTON
Its Attorney in Fact.

(SEAL) ATTEST:

F. F. EDELEN

Its Attorney in fact.

STATE OF CALIFORNIA,)
COUNTY OF SANDIEGO.) ss.

On this 13th day of February, 1925, before me, CLARENCE A. MOORE, Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared GEO. D. EASTON, known to me to be the attorney in fact, and F. F. EDELEN, known to me to be the attorney in fact of the MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, thereto and their own names as attorneys in fact.

I FURTHER CERTIFY, That said bond was executed by said GEO. D. EASTON and F. F. EDELEN in my presence, and that their signatures thereto are genuine.

CLARENCE A. MOORE

(SEAL)

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

I hereby approve the form of the within Bond, this 16th day of February, 1925.

S. J. HIGGINS

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, 1925.

VIRGILIO BRUSCHI

FRED A. HEILBRON

JNO. A. HELD

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL)

ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

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 16th day of February, 1925, 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, hereinafter sometimes designated as the City, and J. M. KENDALL, of The City of San Diego, State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City one 220 barrel carload Portland cement, in serviceable cloth sacks, f.o.b. cars on the City's spur track at California and Grape Streets, in The City of San Diego, California, for the price of Seventy-six Cents (\$0.76) per sack, net, inclusive of sacks; the sum of ten (10) cents to be paid by the contractor to the City for each empty sack returned to said contractor in serviceable condition, f.o.b. cars Colton, California or the sum of eight (8) cents for each empty sack when returned to warehouse of contractor at 325 Fourth Street, San Diego, California; said cement to be in accordance with Specifications C-9-21 of the American Society for Testing Materials.

The contractor agrees to commence the delivery of said cement within 7 days from and after the date of the execution of this contract, and to complete said deliveries within 7 days from and after the date of the execution of this contract.

In consideration of the delivery of said 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, and upon the acceptance of said cement by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Seventy-six Cents (\$0.76) per sack, net, inclusive of sacks, for said cement delivered f.o.b. cars on the City's spur track at California and Grape Streets, in The City of San Diego, California; the sum of ten (10) cents to be paid by the contractor to the City for each empty sack returned to said contractor in serviceable condition, f.o.b. cars Colton, California or the sum of eight (8) cents for each empty sack when returned to warehouse of contractor at 325 Fourth Street, San Diego, California.

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

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

It is mutually agreed 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 a resolution duly adopted by said Common Council, authorizing such execution, and the said contractor has hereunto subscribed his name, this 16th day of February, 1925.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
BY FRED W. SICK
Deputy.

J. M. KENDALL
Contractor.

I hereby approve the form of the foregoing Contract, this 13th day of February, 1925.

S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between J. M. Kendall and the City of San Diego, California, being Document No. 169391.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foster Jr. Deputy.

L E A S E.

THIS INDENTURE, made the 27th day of January in the year of our Lord nineteen hundred and Twenty-five, BETWEEN The Service Garage (Second and G Streets) the party of the first part, AND The City of San Diego, (Police Department) the party of the second part, WITNESSETH: That for and in consideration of the payments of the rents, and the performance of the covenants contained herein, on the part of the said party of the second part, and in the manner hereinafter stated, said party of the first part do hereby lease, demise and let, unto the said party of the second part, the following described property situated at That certain space now occupied by the Department of Police and situate in that garage known as the Service Garage, located at Second and G Streets in the City of San Diego. for the term of One year, commencing on the 1st day of January, 1925, and ending on the 31st day of December, 1925, at the monthly rent or sum of Thirty DOLLARS, payable monthly, in advance, on the 1st day of each and every calendar month of said term.

And the said party of the second part do hereby promise and agree to pay to the said party of the first part the said rent, herein reserved in the manner herein specified.

AND not to let or sub-let the whole or any part of said premises, nor to assign this lease, and not to make or suffer any alteration to be made therein, without the written consent of the said party of the first part. And it is further agreed, that the said party of the first part shall not be called upon to make any improvements or repairs whatsoever upon the said premises, or any part thereof, but the said party of the second part agrees to keep the same in good order and condition, at their own expense.

AND it is 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 to remove all persons therefrom.

AND THAT at the expiration of the said term or any sooner determination of this lease, the said party of the second part will quit and surrender the premises hereby demised, in as good order and condition as reasonable use and wear thereof will permit, damage by the elements excepted. And if the party of the second part shall hold over the said term with the consent, expressed or implied, of the party of the first part, such holding shall be construed to be a tenancy only from month to month, and the said second party will pay the rent as above stated for such term as they hold the same. The party of the 1st. part agree to pay the water rate during the continuance of this lease.

WITNESS our hands and seals this ____ day of January, 1925.

SERVICE GARAGE
JESSE G. HARKEY (SEAL)
HAROLD THOMA (SEAL)

I hereby approve the form of the within Lease this 24th day of February, 1925.

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 2nd day of March, 1925.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD

DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK,
Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease from The Service Garage to the City of San Diego, California, being Document No. 169678.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr Deputy.

L E A S E.

THIS LEASE, made this 24th day of February, 1925, 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 Ordinance No. 9785 of the ordinances of The City of San Diego, authorizing the execution of this lease, and J. J. RICHERT, 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:-
Pueblo Lots 1279, 1272, 1304, and 1273 of the Pueblo Lands of said City,

for the period of one year, beginning December 31st, 1924, and ending on December 31st, 1925, at a term rental of sixty-five dollars (\$65.00), payable in advance.

And said Lessee does hereby covenant, promise and agree to pay said City 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 purposes only, and it is understood and agreed 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 VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.
Lessor.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

J. J. RICHERT
Lessee.

I hereby approve the form of the foregoing lease, this 19th day of January, 1925.
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 from the City of San Diego, California, to J. J. Richert, being Document No. 169740.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr Deputy.

(See annexed contract with Lipscomb & Dutton, for Seawall under Contract "A" waterfront construction; also annexed contract with San Francisco Bridge Company, for dredging under Contract "B" waterfront construction.)

BOND FOR STREET LIGHTING.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, A corporation, as principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Connecticut as surety, are 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 SEVENTEEN HUNDRED (1700) 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 heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of March, A. D. 1925.

WHEREAS, the above bounden SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY has entered into a contract with THE CITY OF SAN DIEGO, 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 LA JOLLA BOULEVARD, between the northerly line of Genter Street produced west and the southerly line of Prospect Street; on PROSPECT STREET, between the westerly line of La Jolla Boulevard and the termination of said Prospect Street in Prospect Place; on PROSPECT PLACE, between the termination of Prospect Street in Prospect Place and a line 2.5 feet southerly from the southerly line of Torrey Road; and on GIRARD AVENUE, between the northerly line of

Silverado Street and the southerly line of Prospect Street, 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.

W. F. RABER

Vice Pres.

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS,

Resident Vice-President.

(SEAL) Attest:

B. J. SCHAEFER

Resident Assistant Secretary.

THIS AGREEMENT, made and entered into this 11th day of March, 1925, 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 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 LA JOLLA BOULEVARD, between the northerly line of Genter Street produced west and the southerly line of Prospect Street; of PROSPECT STREET, between the westerly line of La Jolla Boulevard and the termination of said Prospect Street in Prospect Place; of PROSPECT PLACE, between the termination of Prospect Street in Prospect Place and a line 2.5 feet southerly from the southerly line of Torrey Road; and of GIRARD AVENUE, between the northerly line of Silverado Street and the southerly line of Prospect Street, all in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on the said La Jolla Boulevard, Prospect Street, Prospect Place and Girard Avenue, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period beginning on the 20th day of September, 1924, and ending on the 31st day of December, 1925.

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. 166558, 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 one thousand three hundred thirty-four and 49/100 dollars (\$1,334.49), as follows:

Fifteen 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 eighty-seven and 08/100 dollars (\$87.08), and one warrant for the sum of twenty-eight and 29/100 dollars (\$28.29) to cover the additional eleven days of said term.

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 five thousand three hundred thirty-seven and 96/100 dollars (\$5,337.96), as follows:

Fifteen 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, designed as the "La Jolla Lighting District No. 2 Fund", each of said monthly warrants to be drawn for the sum of three hundred forty-eight and 32/100 dollars (\$348.32), and one warrant for the sum of one hundred thirteen and 16/100 dollars (\$113.16), to cover the additional eleven days of said term.

And it is further mutually agreed that no part or portion of said sum of five thousand three hundred thirty-seven and 96/100 dollars (\$5,337.96) shall be paid out of any other fund than said special fund designated as "La Jolla Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, page 421), and acts amendatory thereof and supplemental thereto; and that in pursuance of said Act an assessment has been levied for said sum of five thousand three hundred thirty-seven and 96/100 dollars (\$5,337.96).

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said Act of the Legislature) will the City of San Diego, or any officer thereof, be liable for any portion of the expense of said work (other than said sum of one thousand three hundred thirty-four and 49/100 dollars (\$1,334.49), 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 hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY,

By W. F. RABER

Vice Pres.

(SEAL) ATTEST:

M. B. FOWLER

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

FRED A. HEILBRON

JNO. A. HELD

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk.

BY FRED W. SICK

Deputy.

I hereby approve the form of the foregoing Contract, this 11th day of March, 1925.

S. J. HIGGINS, City Attorney,
By M. R. THORP, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy Contract for Street Lighting between the San Diego Consolidated Gas & Electric Company, a corporation, and the City of San Diego, California, being Document No. 170265.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

L E A S E.

THIS AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the Lessor, and MRS. E. C. PALMER, of said City of San Diego, hereinafter referred to as the Lessee, WITNESSETH:

That said Lessor does hereby lease to said Lessee, for a term of one year from and after March 3rd, 1925, the following described real property situated and being in said City of San Diego, State of California, and particularly described as follows, to-wit: Lot Two (2) of Block Four Hundred Forty (440) of Old San Diego.

Said Lessor agrees to accept as rental for said premises, and said Lessee agrees to pay as rental for said premises, the sum of Twenty Dollars (\$20.00) for said term, and said Lessee agrees to pay said rental in advance upon the execution of this agreement.

Upon the expiration of said lease said Lessee hereby agrees to deliver peaceable possession of said premises to Lessor.

IN WITNESS WHEREOF said Lessor has caused this agreement to be executed by its proper officers thereunto duly authorized; and said Lessee has hereunto set her hand this 30th day of April 1925.

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

FRED A. HEILBRON

JNO. A. HELD

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.
Lessor

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

MRS. E. C. PALMER

Lessee.

I hereby approve the form of the foregoing Lease, this 20th day of March, 1925.

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 between the City of San Diego, California, and Mrs. E. C. Palmer, being Document No. 170557.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

KNOW ALL MEN BY THESE PRESENTS, That SOUTHERN ELECTRICAL COMPANY, a corporation, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies or corporations who perform labor on or furnish material to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of four hundred dollars (\$400.00), lawful money of the United States, for which payment, well and truly to be made, the said principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 25th day of March, 1925.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract, dated March 23rd, 1925, is about to be made and executed by The City of San Diego, the party of the first part therein, and the above-named Southern Electrical Company, as contractor, the party of the second part therein, which contract is hereby referred to; and

WHEREAS, in and by said contract, said contractor agrees to furnish the necessary tools, labor, transportation, material, equipment and supplies; and other expense of every kind and description necessary or incidental to the connecting of electrical wiring and connections for two 125 HP, 3 phase, 440 volt motors at the University Heights Pumping Station, in The City of San Diego, State of California, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, should said contractor well and truly pay or cause to be paid all claims against it, for such labor or materials, or either or both, so performed or furnished, as the case may be, then this obligation to be null and void; otherwise to be and remain in full force and effect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in the work described in said contract, or in any modification thereof; and any and all such persons shall have and are hereby given a right of action to recover upon this bond against the said Principal and Surety, or either of them, in any suit brought to foreclose mechanics' liens, which may be filed by such persons, or either of them, upon the property mentioned in said contract, or in a separate suit brought upon this bond, and may recover in such action or actions the value of such labor done or materials furnished, or both, together with a reasonable attorney's fee to be fixed by the Court, not exceeding, however, in the aggregate of said recoveries, the amount of this bond as above specified.

SOUTHERN ELECTRICAL CO.

Principal.

By CARL H. HEILBRON, Pres.

(SEAL) ATTEST:

T. J. BRUHA, Treas.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety.

By WILLIAM KETTNER

Attorney-in-fact.

(SEAL) ATTEST:

A. C. WILSON, AGENT.

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

On this 25th day of March, 1925, before me M. D. FRYE, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared WILLIAM KETTNER and A. C. WILSON known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as Principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

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

My Commission Expires Feb. 5, 1927.

I hereby approve the form of the within Bond, this 30th day of March, 1925.

S. J. HIGGINS
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of March, 1925.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT

City Clerk.

BY FRED W. SICK

Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, SOUTHERN ELECTRICAL COMPANY, a corporation, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two hundred dollars (\$200.00), 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, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of March, 1925.

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 the necessary tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the connecting of electrical wiring and connections for two 125 HP, 3 phase, 440 volt motors at the University Heights Pumping Station, in The City of San Diego, State of California, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

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

SOUTHERN ELECTRICAL CO.
Principal.
BY CARL H. HEILBRON, PRES.

(SEAL) ATTEST:

F. J. BRUKA, TREAS.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety.

By WILLIAM KETTNER
Attorney-in-Fact.

(SEAL) ATTEST:

A. C. WILSON
Agent.

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

On this 25th day of March, 1925, before me, M. D. FRYE, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared WILLIAM KETTNER and A. C. WILSON known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the Fidelity and Deposit Company of Maryland, and acknowledged to me that they subscribed the name of Fidelity and Deposit Company of Maryland thereto as Principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

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

My Commission Expires Feb. 5, 1927.

I hereby approve the form of the within Bond, this 30th day of March, 1925.

S. J. HIGGINS
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of March, 1925.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

C O N T R A C T.

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 23rd day of March, 1925, 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 SOUTHERN ELECTRICAL 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 tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the connecting of electrical wiring and connections for two 125 H. P., 3 phase, 440 volt motors at the University Heights Pumping Station, in The City of San Diego, California, in accordance with the following specifications:

INSTALLATION - To be for two 125 HP, 3 phase, 440 Volt A. C. Motors at the University Heights Pumping Station.

SERVICE - Shall be 3-in. galvanized conduit with 3 No. 400,000 C. M. Cables. These cables shall terminate in one style No. 33413 Type F-22 Westinghouse Oil Circuit Breaker (or equal) with 2 - 5 - 500 Amp Type K Current Transformers and two S type No. 296781-5 Amp Series Trip Coils.

METER LOOP - Provision shall be made for Power in accordance with the rules of the Power Company.

FEED LOCATION, - Feeds will be run by the power company to pole to be set by the City adjacent to building, contractor to connect to feeds at this point.

CIRCUITS - Adjacent to the Service-switch there shall be installed 2 - 400 Amp 3 Pole, 550 Volts A. C. Fusible Externally operated switches, one for each motor, with fuses of the proper capacity. From each of these switches one line of 2-1/2 inc. conduit with 3 No. 0000 R. C. cables shall be installed to each motor. Approved connection to be made to each motor. These conduits shall run overhead.

GENERAL - The installation of the above wiring shall be in accordance with the Rules and Regulations of the Industrial Accident Commission of the State of California.

Said contractor hereby agrees to do and perform all of the said work at and for the price of Seven hundred ninety dollars (\$790.00).

Said contractor agrees to commence said work within two (2) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment so that said work shall be completed within fifteen (15) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by it to be performed, will pay said contractor, in warrants drawn upon the proper fund of said City the sum of seven hundred ninety dollars (\$790.00); said sum to be paid upon completion of said work, and acceptance of the same by the Common Council, after proof that the contract has been fully performed, and all charges for labor and material have been fully paid.

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

Said contractor further agrees that it 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 it will protect from the elements all of 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 contractor will re pair or replace such damage at its own cost and expense.

Said 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 changes, except upon the formal written agreement between the parties hereto.

Further, said contractor agrees to save said The City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City Harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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 1917; 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 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.

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 said City, 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 The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolution 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, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.

SOUTHERN ELECTRICAL CO.
By CARL H. HEILBRON, PRES.

(SEAL) ATTEST:
F. J. BRUKA

I hereby approve the form of the foregoing contract, this 23rd day of March, 1925.

S. J. HIGGINS
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 the Southern Electrical Company, a corporation, being Document No. 170637.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr Deputy.

AGREEMENT OF LEASE.

THIS AGREEMENT, made and entered into this 2nd day of February, 1925, 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 NATHAN L. RANNELLS, 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 The 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, 1925, to and including the 31st day of December, 1925, 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 covenants, promise and agree that the said property shall be used for grazing purposes only, and for no other purpose 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, damage 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 has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.
Lessor.

(SEAL) ATTEST
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

NATHAN L. RANNELLS
Lessee.

I hereby approve the form of the foregoing Lease, this 9th day of December, 1924.

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 from the City of San Diego, California, to Nathan L. Rannells, being Document No. 167175.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

L E A S E.

THIS AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, a municipal corporation organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the Lessor, and JOHN ZWECK, of said City of San Diego, hereinafter referred to as the Lessee, WITNESSETH:

That said Lessor does hereby lease to said Lessee, for a term of one year from and after March 23d, 1925, the following described real property situated and being in said City of San Diego, State of California, and particularly described as follows, to-wit: Pueblo Lot 1360 of the Pueblo Lands of the City of San Diego.

Said Lessor agrees to accept as rental for said premises, and said Lessee agrees to pay as rental for said premises, the sum of Fifteen Dollars (\$15.00) for said term, and said Lessee agrees to pay said rental in advance upon the execution of this agreement.

Upon the expiration of said lease said Lessee hereby agrees to deliver peaceable possession of said premises to Lessor.

IN WITNESS WHEREOF said Lessor has caused this agreement to be executed by its proper officers thereunto duly authorized, and said Lessee has hereunto set his hand this 30th day of April, 1925.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.
Lessor

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK

JOHN ZWECK
Lessee.

I hereby approve the form of the foregoing Lease, this 30th day of April, 1925.
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 from the City of San Diego to John Zweck, being Document No. 170556.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, That KLIKA LUMBER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One Hundred Sixty-Five Dollars (\$165.00), lawful money of the United States of America, to be paid to said The City of San Diego for the payment of which well and truly to be made, the said principal and surety hereby binds themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27 day of March, 1925.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City one carload of Portland cement, f.o.b. cars on the City's spur track at California and Grape Streets, in the City of San Diego, California, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the material to be furnished.

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.

KLIKA LUMBER COMPANY
Principal.
By EMIL KLIKA
President.
MARYLAND CASUALTY COMPANY
Surety.
By GEO. D. GASTON
ITS ATTORNEY IN FACT

(SEAL) ATTEST:
FRANK VAVROCK
Secretary

ATTEST:
F. F. EDELEN
ITS ATTORNEY IN FACT
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO.)

On this 27th day of March, 1925, before me, CLARENCE A MOORE, Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared GEO. D. EASTON, known to me to be the attorney in fact, and F. F. EDELEN, known to me to be the attorney in fact of the MARYLAND CASUALTY COMPANY, of Baltimore, Maryland, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the MARYLAND CASUALTY COMPANY, of Baltimore, Maryland,

thereto and their own names as attorneys in fact .

I FURTHER CERTIFY, That the said bond was executed by said GEO. D. EASTON and F. F. EDELEN in my presence, and that their signatures thereto are genuine.

CLARENCE A. MOORE

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

(SEAL)

I hereby approve the form of the within Bond, this 30th day of March, 1925.

S. J. HIGGINS

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of March, 1925.

VIRGILIO BRUSCHI

FRED A. HEILBRON

JNO A. HELD

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK

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 30th day of March, 1925, 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, hereinafter sometimes designated as the City, and KLIKA LUMBER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City one carload of 880 sacks of Portland cement, in serviceable cloth sacks, f.o.b. cars on the City's spur track at California and Grape Streets, in the City of San Diego, California, for the price of Seventy-five Cents (\$0.75) per sack, net, inclusive of sacks; the sum of ten (10) cents to be paid by the contractor to the City for each empty sack returned to said contractor in serviceable condition; said cement to be in accordance with Specifications C 9-21 of the American Society for Testing Materials.

The contractor agrees to commence the delivery of said cement within seven days from and after the date of the execution of this contract, and to complete said deliveries within Two Days from and after the date of the execution of this contract.

In consideration of the delivery of said 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, and upon the acceptance of said cement by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Seventy-five Cents (\$0.75) per sack, net, inclusive of sacks, for said cement delivered f.o.b. cars on the City's spur track at California and Grape Streets, in The City of San Diego, California, the sum of ten (10) cents to be paid by the contractor to the City for each empty sack returned to said contractor in serviceable condition.

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

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

It is mutually agreed 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, 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 30th day of March, 1925.

THE CITY OF SAN DIEGO,

By VIRGILIO BRUSCHI

FRED A. HEILBRON

JNO. A. HELD

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK,

Deputy.

KLIKA LUMBER COMPANY

Contractor

By EMIL KLIKA

President

I hereby approve the form of the foregoing Contract, this 25th day of March, 1925.

S. J. HIGGINS

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 the Klicka Lumber Company, being Document No. 171287.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Clark M. Foote Jr.

Deputy.

FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, That J. S. SCHIRM COMMERCIAL 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 Two Thousand Three Hundred Dollars (\$2300.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of April, 1925.

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 five thousand barrels, more or less, of Portland cement, f.o.b. cars spur track of the Russ Lumber Company situated on the water side of the right-of-way, San Diego, California, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the material to be furnished.

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.

J. S. SCHIRM COMMERCIAL CO.

Principal.

By LOUIS SCHIRM, SECTY.
GEO. L. MYARS, TREAS.

UNITED STATES FIDELITY &
GUARANTY CO.

Surety.

By M. G. WHITE

Attorney in Fact.

(SEAL) ATTEST:

(SEAL) ATTEST:

A. E. LILICRAP
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO,)

On this 7th day of April, A. D. 1925, before me, Algy E. Lillicrap, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared M. G. WHITE known to me to be the person whose name is subscribed to the within Instrument as the Attorney-in-Fact of UNITED STATES FIDELITY & GUARANTY COMPANY and acknowledged to me that he subscribed the name of UNITED STATES FIDELITY & GUARANTY COMPANY thereto as principal and his own name as Attorney-In-Fact.

I further certify that said bond was executed by said M. G. White in my presence, and his signature thereto is genuine.

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.

ALGY E. LILICRAP

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

(SEAL)

My Commission expires May 8, 1927.

I hereby approve the form of the within Bond, this 7th day of April, 1925.

S. J. HIGGINS

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 13th day of April, 1925.

VIRGILIO BRUSCHI

FRED A. HEILBRON

JNO. A. HELD

DON M. STEWART

HARRY K. WEITZEL.

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK,

Deputy.

CONTRACT FOR CEMENT.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 7th day of April, 1925, 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, hereinafter sometimes designated as the City, and J. S. SCHIRM COMMERCIAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City 3000 barrels (12,000 sacks) more or less, of Portland cement in serviceable cloth sacks, f.o.b. cars on the spur track of the Russ Lumber Company situated on the water side of the right of way, San Diego, California, for the price of Seventy-six cents (\$0.76) per sack, net, inclusive of sacks; the sum of ten (10) cents to be paid by the contractor to the City for each empty sack returned to said contractor f.o.b. cars Victorville, California, excess freight above rate to Crestmore on sacks returned to Victorville, to be credited to said City; the sum of eight (8) cents to be paid by the contractor to the City for each empty sack delivered to warehouse of contractor, San Diego, California; said cement to be in accordance with the specifications on file in the office of the Superintendent of the Purchasing Department of said City.

The contractor agrees to deliver said cement in such quantities and at such times as may be directed by the City, said deliveries to begin within Ten days from and after the date of the execution of this contract, and all deliveries must be completed on or before the 10 day of October, 1925.

In consideration of the delivery of said 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, and upon the acceptance of said cement by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Seventy-six cents (\$0.76) per sack for said cement, delivered f.o.b. cars on the spur track of the Russ Lumber Company situated on the water side of the right of way, San Diego, California; the sum of ten (10) cents to be paid by the contractor to the City for each empty sack returned to said contractor f.o.b. cars Victorville, California, excess freight above rate to Crestmore, on sacks returned to Victorville, to be credited to said City; the sum of eight (8) cents to be paid by the contractor to the City for each empty sack delivered to warehouse of contractor, San Diego, California.

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

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

It is mutually agreed 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 a resolution duly adopted 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 7th day of April, 1925.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO A. HELD
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

J. S. SCHIRM COMMERCIAL CO.
Contractor.
LOUIS SCHIRM JR, SECTY.
By GEO. L. MYARS, TREAS.
S. J. HIGGINS
City Attorney.

(SEAL) ATTEST:
I hereby approve the form of the foregoing Contract, this 3rd day of April, 1925.

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 J. S. SCHIRM COMMERCIAL COMPANY, a corporation, being Document No. 171558.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr Deputy.

FAITHFUL PERFORMANCE BOND.

KNOW ALL MEN BY THESE PRESENTS, that Jacob C. Squires and ELMER B. BELT, co-partners, doing business under the firm name and style of SQUIRES-BELT COMPANY, and SOUTHERN SURETY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of IOWA as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One Thousand Five Hundred Twenty Dollars (\$1520.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said principal hereby binds themselves, their heirs, executors, administrators and assigns and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of April, 1925.

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 two thousand barrels of Portland cement, f.o.b. cars spur track of the Russ Lumber Company situated on the water side of the right-of-way, San Diego, California, upon the terms more particularly and in detail set forth in said contract; and reference is hereby made to said contract for a particular description of the material to be furnished.

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 principals have hereunto subscribed their names 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.

JACOB C. SQUIRES
ELMER B. BELT
Principals.

ATTEST:
MAE WILLIAMS

SOUTHERN SURETY COMPANY
Surety.
By DONALD B. GOLDSMITH
Attorney-in-Fact

(SEAL) ATTEST:
ALICE GREEN
State of California,
County of San Diego,) ss.
City of San Diego.)

On this 18th day of April, 1925, before me personally appeared Donald B. Goldsmith, Attorney-in-Fact, of the SOUTHERN SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, did depose and say, that he resides in San Diego, Cal.; that he is the Attorney-in-Fact of the SOUTHERN SURETY COMPANY, the corporation named in and which executed the within instrument; that he knows the corporate seal of said corporation; that the

seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed and executed the said instrument as Attorney-in-Fact of said corporation by like order.

ALICE GREEN
Notary Public

(SEAL)

My Commission Expires Dec. 14-1925.

I hereby approve the form of the within Bond, this 20th day of April, 1925.

S. J. HIGGINS
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 20th day of April, 1925.

VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

CONTRACT FOR CEMENT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 20th day of April, 1925, 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 hereby duly authorized, hereinafter sometimes designated as the City, Jacob C. Squires and ELMER B. BELT, co-partners, doing business under the firm name and style of SQUIRES-BELT COMPANY, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City 2000 barrels (8000 sacks) of Portland cement in serviceable cloth sacks, f.o.b. cars on the spur track of the Russ Lumber Company situated on the water side of the right of way, San Diego, California, for the price of Seventy-six cents (\$0.76) per sack, net, inclusive of sacks; the sum of ten (10) cents to be paid by the contractor to the City for each empty serviceable sack returned to Monolith Portland Cement Company, f.o.b. cars Monolith, California, excess freight above rate to Colton, Riverside and Victor on sacks returned to Monolith, to be credited to said City; said cement to be in accordance with the specifications on file in the office of the Superintendent of the Purchasing Department of said City.

The contractor agrees to deliver said cement in such quantities and at such times as may be directed by the City, said deliveries to begin within 30 days from and after the date of the execution of this contract, and all deliveries must be completed on or before the 30 day of September, 1925.

In consideration of the delivery of said 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, and upon the acceptance of said cement by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Seventy-six cents (\$0.76) per sack for said cement, delivered f.o.b. cars on the spur track of the Russ Lumber Company situated on the water side of the right of way, San Diego, California; the sum of ten (10) cents to be paid by the contractor to the City for each empty sack returned to Monolith Portland Cement Company, f.o.b. cars Monolith, California, excess freight above rate to Colton, Riverside and Victor on sacks returned to Monolith, to be credited to said City; said cement to be in accordance with the specifications on file in the office of the Superintendent of the Purchasing Department of said City.

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

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

It is mutually agreed 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 a resolution duly adopted 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 20th day of April, 1925.

THE CITY OF SAN DIEGO,
By VIRGILIO BRUSCHI
FRED A. HEILBRON
JNO. A. HELD
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

JACOB C. SQUIRES
ELMER B. BELT
Contractor
Co-partners doing business
as SQUIRES-BELT COMPANY.
S. J. HIGGINS
City Attorney.

I hereby approve the form of the foregoing Contract, this 15th day of April, 1925.

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 Squires-Belt Company, a co-partnership

being Document No. 172127.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

L E A S E.

THIS INDENTURE OF LEASE, made and entered into this 27th day of April, 1925, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City of San Diego, hereinafter referred to as the City, and JOHN W. EVANS and JAMES K. REMICK, of the City of San Diego, 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 situated in the Bay of San Diego to The City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the 1st day of May, 1911; said lands herein leased to said Lessees being particularly described as follows, to-wit:

Lots Four (4) and Five (5) of Block Three (3) of Municipal Tide Lands Subdivision No. 1; together with the right to use the water front lying immediately in front of said described property, to the Pier Head Line.

To have and to hold the said premises, and each and every part and parcel thereof, unto the said Lessees, for a term ending April 27th, 1930, at a rental of fifty-five dollars (\$55.00) per month, payable monthly in advance in gold coin of the United States, on the 27th of each and every month during the term of this lease, 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 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 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 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 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 duly adopted, to terminate, 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 for the maintenance and operation of a wharf and facilities for the construction and repair of marine craft and general repairs of machinery; and any and all buildings erected on said leased land shall conform to the general type of architecture as prescribed for the section of the water front within which said leased lands lie, and shall be erected and maintained in such manner as may be required by the Harbor Commission 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 hereby 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.

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 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.

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, which will be necessitated by reason of filling done by said The City of San Diego.

5. 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 Lessees of said tide lands, 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 born wholly by the said Lessees.

6. In the event the Lessees shall fail to establish and maintain the business hereinbefore mentioned upon said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by them in this lease undertaken, then this lease shall terminate and said Lessees shall have no further rights thereunder, and the said Lessees shall remove from said demised premises and shall have no further 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 Lessees shall forfeit all rights and claims thereunder and thereto, 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 Harbor Commission of The City of San Diego have hereunto set their hands, as and for the act of said City, and the Lessees have hereunto set their hands the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By M. A. GRAHAM

W. C. CRANDALL

Members of the Harbor Commission of
The City of San Diego.

Lessor

JAS. K. REMICK

J. W. EVANS

Lessees.

I hereby approve the form of the foregoing Lease, this 27th day of April, 1925.

S. J. HIGGINS, City Attorney,

By ARTHUR F. H. WRIGHT

Deputy City Attorney.

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease from the City of San Diego, California, to Jas. K. Remick and J. W. Evans, being Document No. 172253.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Clark M. Foote Jr

Deputy.

L E A S E.

THIS LEASE, made and entered into this 24th day of February, 1925, between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, party of the first part, and MRS. 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 14th day of September, 1924, - to-wit, to and including the 13th day of September, 1925.

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 dollars (\$20.00) 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 to the said party of the second part 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 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 VIRGILIO BRUSCHI

FRED A. HEILBRON

JNO. A. HELD

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council.

Party of the First Part.

(SEAL)

ATTEST:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK,

Deputy.

MRS. S. B. AMES

Party of the Second Part.

S. J. HIGGINS, City Attorney.

By ARTHUR F. H. WRIGHT

Deputy.

I hereby approve the form of the foregoing lease, this 17th day of January, 1925.

I HEREBY CERTIFY That the above and foregoing is a full, true and correct copy of Lease from the City of San Diego, California, to Mrs. S. B. Ames, being Document No. 168359.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Clark M. Foote Jr

Deputy.

L E A S E.

THIS AGREEMENT OF LEASE, made and entered into this 25th day of May, 1925, 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 MARCUS N. SHIELDS, of the County of San Diego, State of California, party of the second part, WITNESSETH:

Said party of the first part, for and in consideration of the payment of the rent and the performance of each of the covenants hereinafter contained, does hereby lease, demise and let unto the said party of the second part, on the terms and conditions hereinafter set forth, the following described property lying and being in the County of San Diego, State of California, to-wit:

The southeast quarter of the southeast quarter of Section 5; the northwest quarter of the northwest quarter of Section 9; and the north half of the northeast quarter of Section 8; all in Township 15 South, Range 2 East, S. B. M., together with the small dwelling house thereon;

For a term commencing with the 10th day of May, 1925, and terminating thirty (30) days after written notice by said first party to said second party that said first party desires to terminate said lease.

It is agreed that the rental of said property shall be five dollars (\$5.00) per month, payable on the 9th day of each and every month of said term, in advance, in gold coin of the United States of America.

Said second party agrees to pay as rental therefor said sum of money at the time and in the manner hereinabove specified.

Said second party further agrees that he will, in accordance with the directions of the Manager of Operation of said City, make two (2) weir or gauge readings per day at such place on the San Diego River as said Manager of Operation of said City shall require.

It is further agreed that in case said second party shall fail or neglect to pay any installment of rent at the time and in the manner herein specified, or shall fail to make such gauge readings as may be required of him in accordance with this agreement, then and in that event it shall be lawful for said first party to re-enter and take possession of said premises and to remove all persons and effects therefrom, and at its option to terminate this lease.

It is further agreed by and between the parties hereto that said first party may terminate this lease by giving to said second party thirty (30) days' written notice of its desire to so terminate this lease, which said notice may be given by depositing such written notice in a United States mail box, addressed to said second party at Lakeside, California.

Should said first party terminate this lease as hereinabove in any manner provided, the second party agrees to immediately quit and surrender the said leased premises unto the said first party peacefully and quietly.

Said second party agrees to take good care of said premises and to keep the same at all times in first-class condition, and not to commit or suffer to be committed any waste thereof or thereon.

IN WITNESS WHEREOF said first party has caused this instrument to be executed by its proper officers thereunto duly authorized, and said second party has hereunto set his hand this 25th day of May, 1925.

THE CITY OF SAN DIEGO
By JNO. A. HELD
L. C. MAIRE
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council
of said City.
Party of the First Part.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

M. N. SHIELDS
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 Lease this 29th day of April, 1925.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease from the City of San Diego, California, to Marcus N. Shields, being Document No. 173722.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr Deputy.

End Book # 4