

~~BOOK # 5~~ - BOOK # 5

B O N D

Know all men by these Presents, That we, Machinery Pipe & Supply Company, as principal, and F.J. Sillifant and Chas. J. Hassell, 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 Twelve Hundred Twenty-five (1225) 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 ____ day of April, A.D. 1925.

Whereas, the above bounden Machinery Pipe & Supply Company is about to enter into a contract with The City of San Diego to furnish and deliver to said City 50 reels of three-fourths inch Standard "AA" lead pipe, f.o.b. cars at City's spur at California and Grape Streets, San Diego, California, as 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 Machinery Pipe & Supply 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.

(seal)

MACHINERY PIPE & SUPPLY CO.,

By M.B. Hart, Secty.

F.J. Sillifant,

Chas. J. Hassell.

I hereby approve the form of the within Bond, this 27th 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 27th 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.

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, 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 part, by and through the Common Council, hereinafter sometimes designated as the City, and MACHINERY PIPE & 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 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 fifty (50) reels of three-fourths inch Standard "AA" lead pipe, f.o.b. cars at City's spur at California and Grape Streets, San Diego, California, for the price of Ten Dollars and Eighty-seven cents (\$10.87) per hundred pounds, together with the sum of Two Dollars and Fifty cents (\$2.50) for each reel; the said sum of Two Dollars and Fifty Cents (\$2.50) per reel to be refunded to said City upon the return of empty reels to the contractor, f.o.b. San Francisco, by said City.

The contractor agrees to begin delivery of said pipe within ten days from and after the date of the execution of this contract, and all deliveries must be completed on or before the 4th day of May, 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 sum of Ten Dollars and Eighty-seven Cents (\$10.87) per hundred pounds, together with the sum of Two Dollars and Fifty Cents (\$2.50) for each reel; the said sum of Two Dollars and Fifty cents (\$2.50) per reel to be refunded to said City upon the return of empty reels to the contractor, f.o.b. San Francisco, by 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 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 of officers 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 27th day of April, 1925.

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.

MACHINERY PIPE AND SUPPLY CO.,

Contractor,

By M.B. Hart, Secty.

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

By Fred W. Sick, Deputy.

(Seal) Attest: Lou B. Mathews.

State of California) ss.
County of San Diego)

On this 25th day of April, 1925, before me, Lou B. Mathews, a Notary Public in and for

the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared --- known to me to be the -- President and M.B.Hart, known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(Seal) Lou B. Mathews,
Notary Public in and for the County of San Diego, California.

My Commission expires December 7th, 1926.

I hereby approve the form of the foregoing contract, this 22nd day of April, 1925.

S. J. Higgins, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Machinery Pipe & Supply Company, being Document No. 172273.

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 SIDNEY E. MAYER COMPANY, 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 SANDIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seven Hundred Fifty Dollars (\$750.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th 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 one portable air compressor, delivery f.o.b. 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 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.

(Seal) Attest: James D. Surtees,
Secy & Treas
ATTEST: National Surety Company,
JAMES D. SURTEES By Geo. D. Marcy, its attorney in fact (Seal)
State of California)
County of Los Angeles ss.

On this 27th day of April, 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.

(Seal) Nadine Girard,
Notary Public in and for Los Angeles County, State of California.

I hereby approve the form of the within Bond this 22nd 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 4th day of May, 1925.

Virgilio Bruschi,
Jno. A. Held,
L. C. Maire,
Don M. Stewart,
Harry K. Weitzel,

(Seal) Attest: Allen H. Wright,
City Clerk,
By Fred W. Sick, Deputy
Members of the Common Council.

CONTRACT.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 4th 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, acting by and through a majority of the members of the Common Council hereunto duly authorized, hereinafter sometimes designated as the City, and SIDNEY E. MAYER 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 Rix 55 x

H portable compressor outfit.f.o.b.20th and B streets,San Diego, California,for the sum of Twenty-nine Hundred and eighty-nine Dollars (\$2989.00),said portable air compressor 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 make delivery of said air compressor within thirty (30) days from and after the date of the execution of this contract.

In consideration of the delivery of said air compressor 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 air compressor by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Twenty-nine Hundred and eighty-nine Dollars (\$2989.00) for said air compressor,delivered f.o.b.20th and B streets,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 said air compressor as herein specified.

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

It is mutually agreed 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 4th day of May, 1925.

THE CITY OF SAN DIEGO

By Virgilio Bruschi,
Jno.A.Held,
L.C.Maire,
Don M.Stewart,
Harry K.Weitzel,

Members of the Common Council

(Seal) Attest:Allen H.Wright,
City Clerk,
By Fred W.Sick,Deputy.

Sidney E.Mayer Co.,
Contractor.
By Sidney E.Mayer,President.

(Seal)Attest:
James D.Surtees,

I hereby approve the form of the foregoing Contract this 25th day of April, 1925. S.J.Higgins, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full,true and correct copy of Contract with Sidney E.Mayer Company, being Document No.172663.

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

By Clark M. Foote Jr Deputy.

LEASE.

THIS INDENTURE OF LEASE,made and entered into this 12th day of May, 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 SAN DIEGO MARINE CONSTRUCTION CO., 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 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 Lessee being particularly described as follows,to-wit:

Beginning at a point where the easterly line of Sampson Street extended southerly intersects the Mean high Tide Line of the Bay of San Diego;thence south 39° west about 1250 feet along said easterly line of Sampson Street extended to an intersection with the United States Pierhead Line of the Bay of San Diego;thence north 56° 51' west 200 feet along said Pierhead Line;thence north 39° east about 1220 feet along a line parallel to the said easterly line of Sampson Street to an intersection with the Mean High Tide Line of the Bay of San Diego;thence along said Mean High Tide Line in a southeasterly direction to the point of beginning.

To have and to hold the said premises, and each and every part and parcel thereof, unto the said Lessee, for a term ending February 28th, 1930, at a rental of forty-five dollars (\$45.00) per month, payable monthly in advance in gold coin of the United States, at the office of the Harbor Master and Wharfinger of The 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.

It is further provided that the Harbor Commission of said City shall have power to change the boundaries of said leased premises to conform to any adopted plan of harbor improvements, should the harbor improvements planned extend far enough to cover the premises hereby leased, during the term of this lease.

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 purpose of carrying on and maintaining marine ways, and the construction, launching and repair of marine craft; 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 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 ~~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 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 M.A.Graham,
W.C.Crandall,
J.W.Sefton jr.,
Members of the Harbor Commission of the City
of San Diego, Lessor.

(Seal)

SAN DIEGO MARINE CONSTRUCTION CO.
By O.J.Hall, Manager, Lessee.

I hereby approve the form of the foregoing lease this 25th day of April, 1925.

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 the Lease to San Diego Marine Construction Co., being Document No. 172728.

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 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 _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of nineteen thousand dollars (\$19,000.00), 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 2nd day of June, 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 93,400 feet of cast iron water pipe, f.o.b. cars on switch at California and Grape Streets, San Diego, California, if shipped by rail, or f.o.b. cars (cars to be furnished by City), on dock, San Diego, California, if shipped by water, 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.
By BEN. L. HENDERSHOT
Pacific Coast Sales Manager
Principal.
NATIONAL SURETY COMPANY
By GEO. D. MARCY
Its Attorney In Fact
Surety

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

On this 2nd day of June, 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.

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

(SEAL)

I hereby approve the form of the within Bond, this 5th day of June 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 8th day of June, 1925.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
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 8th day of June, 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 of said City, 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 part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 5,400 feet of four-inch hub and spigot Class B cast iron water pipe, in twelve-foot lengths;
- 10,000 feet of six-inch hub and spigot Class B cast iron water pipe, in twelve-foot lengths;
- 21,000 feet of four-inch hub and spigot Class B cast iron water pipe, in sixteen-foot lengths;
- 40,000 feet of six-inch hub and spigot Class B cast iron water pipe in sixteen-foot lengths;
- 17,000 feet of eight-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. Said pipe shall be delivered f.o.b. cars on switch at California and Grape Streets, San Diego, California, if shipped by rail, or f.o.b. cars (cars to be furnished by said City on dock, San Diego, California, if shipped by water. Deliveries shall be commenced within thirty (30) days after the execution of this contract, and shall be completed within five (5) months from and after the date of such execution.

Said contractor agrees to furnish and deliver all of said pipe hereinabove described at and for the following prices, to-wit:

- 5,400 feet of four-inch hub and spigot, Class B cast iron water pipe, in twelve-foot lengths, at and for the price of \$0.5692 per lineal foot;
- 21,000 feet of four-inch hub and spigot, Class B cast iron water pipe, in sixteen-foot lengths, at and for the price of \$0.5670 per lineal foot;
- 10,000 feet of six-inch hub and spigot, Class B

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cast iron water pipe, in twelve-foot lengths,
at and for the price of \$0.8085 per lineal foot;
40,000 feet of six-inch hub and spigot, Class B
cast iron water pipe, in sixteen-foot lengths,
at and for the price of \$0.8050 per lineal foot;
17,000 feet of eight-inch hub and spigot, Class B
cast iron water pipe, in twelve-foot lengths,
at and for the price of \$1.15 per lineal foot.

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 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 8th day of June, 1925.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

DON M. STEWART

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk.

By FRED W. SICK

Deputy.

National Cast Iron Pipe Co.

By BEN. L. HENDERSHOT

Pacific Coast Sales Manager

I hereby approve the form of the foregoing contract, this 1st day of June, 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 National Cast Iron Pipe Co., a corporation, and the City of San Diego, California, being Document No. 174358.

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, 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 1st day of June, A. D. 1925.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION ARE SUCH, that whereas, the said principal on the 1st day of June, 1925, 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, 1925, and ending with the 31st day of May, 1927, in their daily newspaper, which is called The Evening Tribune, in accordance with, and at the contract price set forth in, the said annexed contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused 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

Principal.

By JAS. MAC MULLEN

Managing Editor

NATIONAL SURETY COMPANY

Surety.

By D. B. GOLDSMITH

Attorney-in-Fact.

(SEAL)

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

On this 1st day of June, in the year 1925, 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.

ALICE GREEN,

(SEAL)

Notary Public in and for the said County and State.

I hereby approve the form of the within Bond, this 6 day of June, 1925.

S. J. HIGGINS

City Attorney.

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By FRANK M. DOWNER JR.
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 8th day of June, 1925.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

THIS AGREEMENT, made and entered into this 1st day of June, A. D. 1925, 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, 1925, and ending with the 31st day of May, 1927, 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, \$3.50
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, ~~which~~ 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, under the law, is authorized 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, 1925, to and including the 31st day of May, 1927.

It is further agreed that should any advertising be unfinished on the 31st day of May, 1927, 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 managing editor, and the execution thereof to be attested by its auditor this 2nd day of June, 1925, 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 1st day of June, A.D. 1925.

THE TRIBUNE COMPANY
By JassMacMullen

Attest: L.C. Rideout,

THE CITY OF SAN DIEGO
By L.C. Maire,
Don M. Stewart,
Harry K. Weitzel,
Members of the Common Council.

Attest: ~~Allen H. Wright, City Clerk,~~
Allen H. Wright, City Clerk,
(Seal) by Fred W. Sick, Deputy.

I hereby approve the form of the within and foregoing contract this 1 day of June, 1925.

S. J. Higgins, City Attorney,
By Frank M. Downer Jr. Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of the contract with THE TRIBUNE COMPANY, being Document No. 174397.

Allen H. Wright, City Clerk,
By Clark M. Foste Jr Deputy.

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FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Klicka 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 dollars (\$160.00), 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 8th day of June, 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 220 barrels (880 sacks) of Portland cement, f.o.b. cars on the 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 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.

KLICKA LUMBER COMPANY (SEAL)

Principal

By Emil Klicka, President.

MARYLAND CASUALTY COMPANY

Surety

By Geo.D.Easton, Its Attorney in Fact.

ATTEST : A.E.Grigsby.

ATTEST: F.F.Edelen, (Seal)
Its Attorney in Fact.

State of California)
:ss.
County of San Diego)

On this 8th day of June, 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,
Notary Public in and for the County of San
Diego, California.

(Seal)

I hereby approve the form of the within Bond, this 8th day of June, 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 8th day of June, 1925.

Virgilio Bruschi,
Jno.A.Held,
L.C.Maire,
Don M.Stewart,
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 8th day of June, 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 thereunto duly authorized, hereinafter sometimes designated as the City, and KLICKA 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 220 barrels (880 sacks) of Portland cement in serviceable sacks, f.o.b. cars on the City's spur track at California and Grape Streets, San Diego, California, for the price of seventy-two (72) cents per sack, net, inclusive of sacks; the sum of ten cents (10¢) to be paid by the contractor to the City for each empty sack returned to said contractor in good, serviceable condition; said cement to be in accordance with specifications C-9-21 of the American Society for Testing Materials, and to be free from all lumps.

Said contractor hereby agrees to deliver said cement within one week 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 ~~xxxx~~ 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-two cents (\$.72) per sack for said cement, delivered f.o.b. cars on the City's spur track at California and Grape Streets, San Diego, California; the sum of ten cents (10¢) to be paid by the contractor to the City for each empty sack returned to said contractor in good serviceable condition.

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 The City of San Diego, 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 8th day of June, 1925.

THE CITY OF SAN DIEGO

By Virgilio Bruschi,
Jno.A.Held,
L.C.Maire,
Don M.Stewart,

(Seal) Attest: Allen H. Wright, City Clerk,
By Fred W. Sick, Deputy.

Klicka Lumber Co. Contractor,
By Emil Klicka, Pres.

Attest: A.E. Grigsby.

I hereby approve the form of the foregoing contract, this 1st day of June, 1925.
S.J. Higgins, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of the contract with the Klicka Lumber Company, being Document No. 174426.

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

By Clark M. Fothergill Deputy.

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MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That, W.V. Hutchison, 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, 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 Six Thousand Dollars (\$6000.00), 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 8th day of June, 1925.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named W.V. Hutchison, 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 an out-fall sewer, together with manholes and appurtenances, from 16th and N Street to the foot of Beardsley Street, in The City of San Diego, California; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth:

NOW, THEREFORE, 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 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.

W.V. Hutchison, principal.
United States Fidelity & Guaranty Company,
Surety,

ATTEST: M.G. White

By M.J. White, Attorney in fact (Seal)

State of California)
County of San Diego :ss.

On this eighth of June, 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.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.

Algy E. Lillicrap, 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 8th day of June, 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 8th day of June, 1925.

Virgilio Bruschi,
Jno.A.Held,
L.C.Maire,
Don M.Stewart,
Members of the Common Council.

(Seal) Attest:

Allen H.Wright, City Clerk,
By Fred W.Sick, Deputy.

~~XXXXXX CERTIFY THAT 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 AN OUTFALL SEWER, TOGETHER WITH MANHOLES AND APPURTENANCES, FROM 16TH AND N STREETS, TO THE FOOT OF BEARDSLEY STREET, IN THE CITY OF SAN DIEGO, CALIFORNIA, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS REFERRED TO IN SAID CONTRACT, AND FOR THE CONTRACT PRICE THEREIN SET FORTH.~~

KNOW ALL MEN BY THESE PRESENTS, That we, W.V.Hutchison, of The City of San Diego, State of California, as principal, and United States Fidelity & Guaranty Company, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three Thousand dollars (\$3000.00), 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 himself, his heirs, executors, administrators and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of June, 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 construction and completion of an outfall sewer, together with manholes and appurtenances, from 16th and N Streets, to the foot of Beardsley Street, in The City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

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.

W. V. HUTCHISON
Principal.

UNITED STATES FIDELITY & GUARANTY COMPANY,
Surety

By M.J.White, Attorney-in-fact.

ATTEST

(Seal) M.G.White.

State of California)

:ss.

County of San Diego)

On this eighth day of June, 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.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.

Algy E. Lillicrap,
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 8th day of June, 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 8th day of June, 1925.

Virgilio Bruschi,
Jno.A.Held,
L.C.Maire,
Don M.Stewart,
Members of the Common Council.

(Seal) Attest: Allen H.Wright, City Clerk,
By Fred W.Sick, Deputy.

CONTRACT.

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 8th day of June, 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 W.V.Hutchison, 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 expenses of every kind and description necessary or incidental to the construction and completion of, and to construct and complete an outfall sewer, together with manholes and appurtenances, from 16th and N street to the foot of Beardsley Street in The City of San Diego, California; all in accordance with the plans and specifications therefor contained in Document No.173112, on file in the office of the City Clerk of said City; a copy of which plans and 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

eleven thousand, nine hundred dollars (\$11,900.00).

Said contractor agrees to commence said work within fifteen (15) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment so that said work shall be completed within one hundred eighty (180) days from and after the date of the execution of this contract.

Said contractor agrees to commence and complete the construction of that portion of said outfall sewer extending under and ~~xxxxxx~~ across National Avenue, before commencing or finishing any other portion of the work outlined by 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 nine hundred dollars (\$11,900.00), 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 ~~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 City 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 (35) days from ~~and~~ 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 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 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 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 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 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 ~~the~~ 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 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 City Engineer as unfair, he shall file with the Common Council a written protest against the same within ten days, or be considered to have accepted the record or ruling.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of 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 W.V. Hutchison 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,
L. C. Maire,
Don M. Stewart
Members of the Common Council.
W. V. Hutchison, Contractor.

(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 June, 1925.
S. J. Higgins, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of the contract with W.V.Hutchison, being Document No.174443.

Allen H.Wright, City Clerk,
By Clark M. Fote Jr Deputy.

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R-636781
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES CAST IRON PIPE AND 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 Co., 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 Twenty-one hundred fifty Dollars (\$2150.00) lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 4th day of June, 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 1032 feet of 30-inch, Class B pipe, f.o.b. cars on switch at California and Grape Streets, San Diego, California, if shipped by rail, or f.o.b. cars (cars to be furnished by City) on dock, San Diego, California, if shipped by water, 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.

(Seal) Attest: F.L.Brush.
U.S.Cast Iron Pipe and Fdy.Co.,Principal,
By R.W.Martindale,Pac.Coast Mgr.
National Surety Company,Surety,
By F.J.Crisp,Resident Vice President,
By A.C.Robeson,Resident Assistant Secretary.

(Seal) Attest:Olga Stromsel..

State of California)
City and County of : Ss.
San Francisco)

On this 4th day of June, _____ in the year One Thousand Nine Hundred and Twenty-five before me, M.A.Brusie, 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)
M.A.Brusie, Notary Public in and for
the City and County of San Francisco, State of California.
My commission expires September 25, 1926.

I hereby approve the form of the within bond this 8th day of June, 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 8th day of June, 1925.

Virgilio Bruschi,
Jno.A.Held,
L.C.Maire,
Don M.Stewart,
Members of the Common Council.

(Seal) Attest: Allen H.Wright,City Clerk,
By Fred W.Sick,Deputy.

CONTRACT.

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 4th day of June, 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 of said City, 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 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 delivery to said City one thousand thirty-two (1032) feet of thirty-inch, Class B, cast iron water pipe, in twelve-foot lengths; all to be hub and spigot, and to conform to the specifications and standards of the American Water Works Association. Said pipe shall be delivered f.o.b.cars on switch at California and Grape Streets, San Diego, California, if shipped by rail, or f.o.b. cars (cars to be furnished by City) on dock, San Diego, California, if shipped by water. Said pipe shall be delivered within ninety (90) days from the date of the execution of this contract.

Said contractor agrees to furnish and deliver all of said pipe at and for the sum of eight and 33/100 dollars (\$8.33) per foot.

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 ~~the~~ said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City the sums of money hereinabove specified.

Said contractor hereby agrees that it will be bound by each and every part of this con-

tract, 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 8th day of June, 1925.

The city of San Diego,
Virgilio Bruschi,
Jno. A. Held,
L. C. Maire,
Don M. Stewart,
Members of the Common Council.

(Seal) Attest: Allen H. Wright, City Clerk,
By Fred W. Sick, Deputy.

Attest: F. L. Brush

U.S. Cast Iron Pipe & Fdy. Co., Contractor,
By R. W. Martindale, Pac. Coast Mgr.

I hereby approve the form of the foregoing contract, this 1st day of June, 1925.
S. J. Higgins, City Attorney.

I hereby certify that the above and foregoing is a full, true and correct copy of the contract with the United States Cast Iron Pipe and Foundry Company, being Document No. 174460.

Allen H. Wright, City Clerk,
By Clark M. Foote Jr Deputy.

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B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation created and existing under the laws of the State of California, as Principal, and The Aetna Casualty and Surety Company, a corporation organized and existing under the laws of the State of Connecticut, with its principal place of business in the City of Hartford, in said State, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, organized and existing under and by virtue of the laws of the State of California, in the penal sum of Eighty-two thousand seven hundred and Fifty Dollars (\$82,750.00), to be paid to the said The City of San Diego, for which payment well and truly to be made, the said San Diego Consolidated Gas & Electric Company and the said The Aetna Casualty and Surety Company, and their and each of their successors and assigns, bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of June, 1925.

THE CONDITIONS OF THE ABOVE AND FOREGOING OBLIGATIONS are such that, WHEREAS, said San Diego Consolidated Gas & Electric Company, as principal, on the 15th day of June, 1925, entered into the above and foregoing contract with the said The City of San Diego, to furnish all poles, wires, conduits, lamps, arms and all other appliances, and the electric current for the lighting of the streets, avenues, boulevards, places, drives and ways in The City of San Diego, California, together with the maintenance of such poles, wires, conduits, lamps and arms, and appliances, for a period of five (5) years from and after the first day of June, 1925, to-wit, to and including the first day of June, 1930, for the prices as in said contract specified, the same to be done in strict compliance with the terms and conditions of said contract, and in accordance with the specifications contained in Document No. 173117, on file in the office of the City Clerk of said City, which said document is by reference thereto incorporated therein and made a part thereof, and also to protect and hold harmless the said City against all damages, costs or expense on account of damage to person or property, or for the use or infringement of any patents, or upon any account whatever, arising or growing out of the execution of said contract, all as in said contract specifically set forth.

NOW, THEREFORE, if the said San Diego Consolidated Gas & Electric Company shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract contained on its part to be kept and performed, at the time and in the manner and form therein specified, then this obligation shall be void; otherwise to remain in full force and effect.

ATTEST: (SEAL)
M. B. Fowler, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY,
By W. F. Raber

The Aetna Casualty and Surety Company,
By Frank A. Salmons, Resident Vice-President

(Seal) B. J. Sharpe
ATTEST: Resident Assistant Secretary.

I hereby approve the form of the within bond this 22nd day of June, 1925.

S. J. Higgins, City Attorney,
By M. R. Thorpe, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 22d day of June, 1925.

(Seal) ATTEST: Allen H. Wright, City Clerk,
By Stiles M. Johnson, Deputy.

Virgilio Bruschi,
Jno. A. Held,
L. C. Maire,
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 15th day of June, 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 SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the second part, and hereinafter sometimes designated as the Company, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Company by said City in manner and form as hereinafter provided, said Company hereby covenants and agrees to and with said City to furnish all poles, wires, conduits, lamps, arms, and all other appliances, and the electric current for the lighting of the streets, avenues, boulevards, places, drives and ways in the City of San Diego, California, together with the maintenance of such poles, wires, conduits, lamps, and arms, and appliances, for a period of five (5) years from and after the first day of June, 1926, and including the first day of June, 1931, said lights to be constructed at the places designated, and according to the specifications contained in Document No. 173117 on file in the office of the City Clerk of said City, which said document is by reference thereto made a part of this agreement as fully as though written out and incorporated into the body hereof.

Said company hereby agrees that it will be bound by each and every part of said specifications, and do and cause to be done all of said work, as specified in said specifications, as the same may be interpreted by the City Engineer of said City, unless an appeal shall be taken to the Common Council of said City, and in case said Company is dissatisfied with or feels aggrieved by the decision of said Common Council, then and only in that case may such differences be redressed by the appropriate processes of law.

Said Company agrees to furnish all of said poles, wires, conduits, lamps, arms and other appliances, and said electric current for the lighting of said streets, avenues, boulevards, places, drives and ways in said The City of San Diego, and maintain such poles, wires, conduits, lamps, arms and appliances, for said period of five (5) years, for the sum of four and 50/100 dollars (\$4.50) per lamp per month for each 600 candle power lamp, and the sum of two and 90/100 dollars (\$2.90) per lamp per month for each 250 candle power lamp. Said rates shall at all times be subject to such change or modification by the Railroad Commission of California as said Commission may, from time to time, direct in the exercise of its jurisdiction. And said Company further agrees to install and maintain lights in addition to those described in Document No. 173117, upon notification from the Common Council so to do, at and for the price of four and 50/100 dollars (\$4.50) per lamp per month for each 600 candle power lamp, and the price of two and 90/100 dollars (\$2.90) per lamp per month for each 250 candle power lamp, subject to the aforesaid changes by the said Railroad Commission; the said lights to be installed at the places designated by said Common Council, and to be in accordance with the specifications contained in said Document No. 173117; provided, however, that said Company shall not be required by said City to place additional ~~lights~~ lamps at a distance greater than 650 feet from any series street light circuit serving similar lamps.

It is hereby agreed that any change in the location of lamps from those positions mentioned in the plans and specifications contained in said Document No. 173117, shall be made at the expense of the City of San Diego; and it is further agreed that such expense shall be the actual cost to said Company of any required change in location of lamps.

Said company further agrees to use reasonable diligence in providing a regular and uninterrupted supply of electricity at the lamp terminal, and said Company will rebate to the City any and all sums due said City by reason of the failure, for any cause whatever, of any of said lamps to burn, as required by the provisions of said specifications: and said Company further agrees with said City to repair and relight any lamp which for any cause whatever has ceased to burn, within a reasonable time after notification by the City Engineer of said City, after said lamp has failed to properly burn.

The City shall have the right at all times to make such measurements of electricity as it may deem proper, for the purpose of ascertaining that the said Company is complying with the specifications contained in said Document No. 173117.

And said City, in consideration of the faithful performance by said Company of each, every and all of the agreements and covenants on the part of said Company undertaken by it to be performed, hereby agrees with said Company to pay it the sum of four and 50/100 dollars (\$4.50) per lamp per month for each 600 candle power lamp, and the sum of two and 90/100 dollars (\$2.90) per lamp per month for each 250 candle power lamp, and such additional sums as may be prescribed by said Railroad Commission, for each lamp actually furnishing a light, subject to such rebate as may be made on account of outages. Provided, however, if the said Railroad Commission shall fix a lower rate for such services, the City shall be required to pay only the said lower rate while the same is in force. And said City will further pay to the said Company at the same rate for any and all other lights that may be established by the Company at the request of the City, in manner and form as above provided. All such payments shall be made monthly in warrants of the said City, duly and properly drawn upon the Street Light Fund of said City, and upon presentation by the Company of its claims therefor in the proper form, and said City agrees to provide and set apart for or transfer to said fund, in so far as it may legally do so, sufficient money to pay for said lights.

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

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

Said Company further agrees and covenants that neither said Company, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic, upon any of the work provided by this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency, caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Company shall forfeit, as a penalty to said City, ten dollars for each laborer, workman or mechanic employed in the execution of this contract by said Company, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permit-

ted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled; "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said Act, and providing for the enforcement thereof," approved March 10th, 1903.

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

It is mutually agreed and understood that said Company shall, and said Company hereby agrees and undertakes to protect and hold harmless the said City from and against any and all damages, cost or expense of whatsoever character, occasioned or growing out of, or in any manner arising from the performance, or attempted performance, of the obligations of this contract undertaken by said Company.

And said Company further agrees and herein undertakes to hold said City harmless from any and all claims for the use or infringement of any patent, or claim of patent, or for any cause whatsoever arising by reason of said City entering into the within contract; provided, always, however, that said Company shall not be liable, and shall not be held liable, for damages caused by riots, acts of the public enemy, acts of God, or unauthorized state or municipal interference.

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

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Company has caused its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, this 15th day of June, 1925.

THE CITY OF SAN DIEGO

By Virgilio Bruschi,
Jno. A. Held,
L. C. Maire,
Don M. Stewart,
Harry K. Weitzel,

(Seal) ATTEST: Allen H. Wright, City Clerk. Members of the Common Council.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

(Seal) ATTEST: M. B. Fowler, Secretary.

By W. F. Raber.

I hereby approve the form of the foregoing Contract this 15 day of June, 1925.

S. J. Higgins, City Attorney,
By Frank M. Downer, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of the Contract with the San Diego Consolidated Gas & Electric Company, being Doc. No. 174864. Allen H. Wright, City Clerk.

By Clark M. Foote Jr. Deputy.

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B O N D.

KNOW ALL MEN BY THESE PRESENTS, That GENERAL CHEMICAL COMPANY, a corporation, as principal, and THE FIDELITY AND CASUALTY COMPANY 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 fifty Dollars (\$250.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Sureties hereby bind themselves, their heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18 day of June, 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 thirty (30) tons of Sulphate of Alumina, f.o.b. cars San Diego in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

General Chemical Co.

Phil A. Olson, Principal.

The Fidelity and Casualty Company of
New York,

By Cecelia Story, Attorney, Surety. (Seal)

State of California)

:ss.

County of Los Angeles)

On this 18th day of June, 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 Cecelia 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, Notary Public in and for
the County of Los Angeles, State of California.

(Seal)

I hereby approve the form of the within bond, this 22nd day of June, 1925.

S. J. Higgins, City Attorney of the City
of San Diego

By M. R. Thorp, Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 22d day of June, 1925.

Virgilio Bruschi,

Jno. A. Held,

L. C. Maire,

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, County of San Diego, State of California, this 18th day of June, 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 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:

Thirty (30) tons of Sulphate of Alumina, in accordance with the following specifications:

- (1) Not less than 99% shall be soluble in cold water at 21°C;
- (2) Insoluble matter not soluble in cold water at 21° C shall not exceed 1%;
- (3) Alumina content (Al_2O_3) analyzed gravimetrically from water soluble portion shall not be less than 17%;
- (4) Arsenic content (As) shall not exceed .001% in shipment as received;
- (5) Lump form;
- (6) Packed in paper-lined burlap sacks of 250 pounds each, f.o.b. cars California and Grape Street, San Diego, California.

Said contractor agrees to furnish and deliver all of said material hereinabove described at and for the price of one and 59/100 dollars (\$1.59) per cwt.

The contractor agrees to deliver said material within ten (10) days after the date of the receipt of order from the city.

In consideration of the delivery of said material 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 material by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City the sums of money hereinabove specified.

Said contractor agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said 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 authorized, this 18th day of June, 1925.

THE CITY OF SAN DIEGO,

By Virgilio Bruschi,

Jno. A. Held,

L. C. Maire,

Don M. Stewart,

Harry K. Weitzel,

Members of the Common Council.

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

By Stiles M. Johnson, Deputy.

GENERAL CHEMICAL CO., Contractor,

By Phil A. Olson.

I hereby approve the form of the foregoing contract, this 17 day of June, 1925.

S. J. Higgins, City Attorney,

By Frank M. Downer, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of the contract with GENERAL CHEMICAL COMPANY, being Document No. 175102½.

Allen H. Wright, City Clerk,

By

Clark M. Foote Jr. Deputy.

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(See annexed contract between H. H. Peterson and the City of San Diego, California, for street work for Municipal Pier No. 2, to be known as Contract E.)

(SEE PAGE MARKED (FRONT) FOR CONTRACT)

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 8th day of June 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 T. T. ROGERS, 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 northeast quarter; the northeast quarter of the southeast quarter; and the southeast quarter of the southeast quarter of Section 8, Township 15 South, Range 2 East, S. B. M.;

Also, the southwest quarter of the northwest quarter; the northwest quarter of the southwest quarter; and the west one-half of the southwest quarter of the southwest quarter of Section 9, Township 15 South, Range 2 East, S. B. M.;

Also, the northwest quarter of the northeast quarter; the southwest quarter of the northeast quarter; the northwest quarter of the southeast quarter; and the northeast quarter of the northeast quarter of Section 17, Township 15 South, Range 2 East, S. B. M.;

Also, twenty (20) acres of The City of San Diego U. S. Forest Reserve; and

Also, forty (40) acres of The City of San Diego U. S. Public Lands; For a term commencing with the date of the execution of this lease, and terminating at the will of the said first party upon thirty days' written notice from said first party to said second party, which said notice may be served upon said second party by said first party by depositing a copy of such notice, postage prepaid, in the United States Postoffice, addressed to said second party at Lakeside, California.

It is agreed that the rental of said property shall be forty dollars (\$40.00) per year, payable in advance on the 27th day of May of each and every year during which said lease may run; and in the event that said lease shall be terminated by said City at any time, then and in that event said second party shall be entitled to a return of the rent so paid in advance as aforesaid for the unexpired portion of the year in which said lease shall be terminated.

Said second party agrees to pay as rental for said premises the sums hereinabove set forth at the time and in the manner hereinabove specified.

It is further agreed by and between the parties that in the event The City of San Diego shall not be the owner of any of the property purported to be leased by this agreement, that then and in such event said second party hereby waives any action for breach of agreement against said City, and will pay for said leased property the rental stipulated herein for such portions of the land purported to be leased as said City may own and have the right to lease; it being understood that the City does not covenant by this agreement that it is the owner in fee or has the authority to lease all of the above described premises.

It is further agreed that Mrs. Valerino Head shall be allowed by said lessee to run cattle on said leased premises during such portion of the term of this agreement as said land shall be leased to said second party as she shall desire so to run cattle.

Said second party agrees to vacate and deliver possession of said leased premises within thirty days after notice from said first party to vacate said premises, given in the manner hereinabove specified.

Said second party agrees to take good care of said leased 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 8th day of May, 1925.

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

DON M. STEWART

Members of the Common Council of said City
Party of the First Part.

T. T. ROGERS

Party of the Second Part

S. J. HIGGINS, City Attorney

By ARTHUR F. H. WRIGHT

Deputy City Attorney

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED. W. SICK, Deputy

I hereby approve the form of the foregoing Lease this 1st day of May 1925.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with T. T. Rogers, being Document No. 173724.

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 STEEL PRODUCTS COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, 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 Seven hundred eighty dollars (\$780.00), 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 20th day of June, 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 44 gross tons of 85-pound A. S. C. E., open hearth steel Tee Rail, 141 Rail Joints, complete with bolts, nuts and locks, and 1000 pieces of Tie Plates, f.o.b. Municipal Pier No. 2, 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 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.
(SEAL) ATTEST: UNITED STATES STEEL PRODUCTS CO.
H. F. WILSON, Asst. Secy. Principal
By A. T. DeFOREST, Vice President
UNITED STATES FIDELITY AND GUARANTY COMPANY
By EDWIN C. PORTER Surety
By ERNEST W. COPELAND
Attorneys in fact.

STATE OF CALIFORNIA,)
City and County of San Francisco) ss
On this 20th day of June in the year one thousand nine hundred and twenty-five before me, John McCallan a Notary Public in and for the City and County of San Francisco, personally appeared Edwin C. Porter and Ernest W. Copeland 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) 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 24 day of June, 1925
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR.
Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 29th day of June, 1925

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
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, County of San Diego, State of California, this 29th day of June, 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 UNITED STATES STEEL PRODUCTS 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:
44 gross tons (2240) pounds) of 85-lb. A.S.C.E., open hearth steel Tee Rail, to be in accordance with manufacturers Standard specifications;
141 Rail joints, each consisting of two six-hole angle splice plates thirty-four (34) inches long, complete with bolts, nuts and locks, to fit above rail;
1000 Standard shoulder tie plates, 9 x 5-1/2", weight 5.6 pounds, to fit above rail.

All of said material to be delivered f.o.b. Municipal Pier No. 2, San Diego, California.

Said contractor agrees to furnish and deliver all of the said material hereinabove described at and for the following prices, to-wit:

44 gross tons (2240) pounds, of 85-lb A.S.C.E., open hearth steel Tee Rail, at and for the price of \$57.01 per gross ton;
141 Rail joints, complete with bolts, nuts and locks, at and for the price of \$2.89 per joint;
1000 Tie plates, 9 x 5-1/2", weight 5.6 lbs., at and for the price of \$0.20 each.

The Contractor agrees to complete the delivery of all of said material within ninety (90) days from the date of the execution of this contract.

In consideration of the delivery of said material 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 all of said material by said City, said City will pay said contractor, in warrants drawn upon the proper fund of said City the sums of money 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 material, as herein specified.

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of said The City of San Diego, or the general laws in effect in said City, shall said City or any department, board of officer thereof be liable for any portion of the 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 June, 1925.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By STILES M. JOHNSON, Deputy

UNITED STATES STEEL PRODUCTS CO.
Contractor
By A. T. DeFOREST, Vice President
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR.
Deputy City Attorney

(SEAL) ATTEST:
H. F. WILSON, Asst. Secy.
I hereby approve the form of the foregoing Contract, this 17 day of June, 1925

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States Steel Products Company, being Document No. 175245.

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 JOHN NOLEN, of Cambridge, Massachusetts, as principal, and Massachusetts Bonding and Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Massachusetts, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of twelve hundred and fifty dollars (\$1250.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of June, 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 to said City all the necessary work, materials and labor incidental and necessary to supplying said City and the Board of Park Commissioners of said City with a complete plan for the improvement of Balboa Park, in said City, together with finished and completed maps and drawings indicating and showing and describing said plan, 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 and work to be furnished and performed.

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 herein above written.

JOHN NOLEN.

Principal.

MASSACHUSETTS BONDING AND INSURANCE COMPANY.

Surety.

By C. G. FITZGERALD.

Vice President.

(SEAL) ATTEST:

R. C. DENORMANDIE.

Assistant Secretary.

I hereby approve the form of the within Bond, this 29th day of June 1925.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR.

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 29th day of June 1925.

VIRGILIO BRUSCHI

JNO. A. HELD.

L. C. MAIRE.

DON M. STEWART.

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

By STILES M. JOHNSON, Deputy.

THIS AGREEMENT, made and entered into this 20th day of June, 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 a majority of the members of the Board of Park Commissioners of the City of San Diego, pursuant to the authority vested in said Commission by the terms and provisions of Ordinance No. 9989 of the ordinances of said City, hereinafter called the City, and JOHN NOLEN, of Cambridge, Massachusetts, hereinafter called the party of the second part, WITNESSETH:

That for and in consideration of the sum of five thousand dollars (\$5000.00), to be paid by said city to the said second party, according to the terms of this contract, and in the manner and at the times hereinafter specified, the said party of the second part agrees to furnish all the necessary work, materials and labor incidental and necessary to supplying The City of San Diego and the Board of Park Commissioners thereof with a complete plan for the improvement of Balboa Park, in The City of San Diego, California, together with finished and completed maps and drawings indicating and showing and describing said plan.

Said party of the second part further agrees to furnish and deliver to said City two special detail studies or plans for selected areas in said Balboa Park, such selected areas to be chosen by the Board of Park Commissioners with the approval of the City Planner. The said work and the general plans so furnished by said party of the second part shall be carried out and furnished to said City as follows:

The preliminary study for the whole area of the park will be drawn at the scale of 300 feet to one inch, and will be carried out far enough in detail to show the character of and general ideas for the development of said park. This study will be submitted for the inspection and correction of the City, and will, when approved by the City become the basis for the general plan. A preliminary general plan for the development of Balboa Park, at 200 feet to one inch, and based on the new survey will be furnished, and will cover:

- (1) A broad division of the property according to its various uses and landscape design.
- (2) Circulation, including roads, walks, trails and other forms of communication.
- (3) The approaches and entrances to the park.
- (4) Park boundaries.
- (5) Exposition section of the park.
- (6) General planting ideas.

This preliminary general plan will be submitted for the inspection and correction of the city, and will, when approved by said City, become the basis for the final general plan.

Said party of the second part herein agrees to furnish with said preliminary general plan a typewritten report containing a description of the plans submitted, together with suggestions and recommendations not shown on the face of said plans.

It is expressly understood and agreed that the general plans hereinabove discussed will be design plans and not construction drawings, but such design plans will be sufficiently accurate to become the basis for construction drawings.

Upon the completion, correction and approval of the preliminary general plans by said City, said party of the second part agrees to furnish and deliver to said City a final general plan, which will be submitted as a black line print rendered in color to bring out clearly all the ideas involved for the improvement of said park. Additional prints of such final general plan will be furnished to the city at cost by said party of the second part.

In addition to the foregoing said party of the second part agrees to furnish to said City two special plans drawn in more detail at a larger scale of limited areas of said Balboa Park selected by the Board of Park Commissioners with the approval of the City Planner. It is expressly understood and agreed that these special plans are not construction drawings, but are what are known as general or design plans.

In consideration of the covenants hereinabove set forth to be performed by the said party of the second part, said City hereby agrees to compensate said party of the second part for said work and for said plans as hereinabove provided, as follows:

The sum of five thousand dollars (\$5000.00) to be paid as follows:

(1) Five hundred dollars (\$500.00) immediately, as a professional retaining fee;

(2) One thousand dollars (\$1,000.00) upon completion and approval by the City of the general Preliminary study of the park at 300 feet to the inch;

(3) One thousand dollars (\$1,000.00) upon the completion and approval by the City of the general preliminary plan of the park, at 200 feet to the inch;

(4) One thousand dollars (\$1000.00) upon delivery to and approval by the City of the final general plan.

(5) One thousand dollars (\$1000.00) upon the delivery to and approval by the City of the special plans and the written report.

(6) Five hundred dollars (\$500.00) thirty (30) days after the delivery of, and approval by the City of all plans and the written report.

Further said City agrees to furnish to the said party of the second part all topographical surveys and other local data necessary to be used by said party of the second part as a basis for the study and plans to be furnished to said City under the terms of this contract, and said topographical survey and other local data shall be furnished to said second party by said City without expense to said second party.

IN WITNESS WHEREOF, a majority of the members of the Board of Park Commissioners of The City of San Diego, acting by and on behalf of the City of San Diego have hereunto set their hands and said John Nolen, party of the second part, has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO.
By HUGO KLAUBER Pres.
W. TEMPLETON JOHNSON Secy.
Board of Park Commissioners of
The City of San Diego.

JOHN NOLEN
Party of the Second Part.
I hereby approve the form of the foregoing contract, this 23 day of May 1925.
S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of the Contract with John Nolen for plan of park improvement, being Document no. 175563

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 CRANE CO. as principal and GLOBE INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO 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 Twelve Hundred Ten and 50/100 Dollars (\$ 1210.50), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds itself successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 3d day of July 1925.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named CRANE 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 tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to in accordance with the plans and 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 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 up on 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:

(SEAL:)

ATTEST:

B.M. JAMES

ATTEST:

R. L. STEPHENSON.

CRANE CO.
By H. F. ALLISON, Mgr.
Principal

GLOBE INDEMNITY COMPANY.
By PERCY H. GOODWIN.
Attorney in fact.

STATE OF CALIFORNIA,
County of San Diego,) ss

On this 3d day of July in the year one thousand nine hundred and twenty five, before me, L. McCagg a Notary Public in and for the County of San Diego, personally appeared Percy H. Goodwin, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of the Globe Indemnity Company and acknowledged to me that he subscribed the name of Globe Indemnity Company thereto as principal, and his own name as attorney in fact.

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

SEAL:

My commission expires Oct. 5, 1927.

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

I hereby approve the form of the within Bond, this 6th day of July 1925.

S.J. HIGGINS, City Atty.
By FRANK M. DOWNER, Jr.
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California this 6th day of July 1925.

VIRGILIO BRUSCHI
JNO. A. HELD.
L.C. MAIRE.
DON M. STEWART
HARRY K. WEITZEL.
Members of the Common Council

(SEAL:)

ATTEST:

ALLEN H WRIGHT, City Clerk.
By FRED W SICK, Deputy.

CONTRACT.

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 3d day of July, 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, and hereinafter sometimes designated as the City and CRANE CO., a corporation organized and existing under and by virtue of the laws of the State of Illinois 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:

Fifty (50) reels of approximately 900 pounds each of 3/4" "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 hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

F.O.B. cars at City's spur at California and Grape Streets, in the City of San Diego, California for Ten & 76/100 (\$10.76) Dollars per CWT, Reels \$2.50 each extra returnable at \$2.50 each f.o.b. San Francisco, California, Terms thirty (30) days net.

Said contractor agrees to begin delivery of said material within--days from and after the date of the execution of this contract, and to complete said delivery on or before the 11th day of July, 1925.

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

Ten & 76/100 Dollars (\$10.76) per CWT

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor has the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By
VIRGILIO BRUSCHI
JNO. A. HELD
L.C. MAIRE
DON M. STEWART
HARRY K. WEITZEL.
Members of the Common Council.
CRANE CO.
By H F ALLISON, Mgr.
Contractor.

(SEAL.)

ATTEST:

ALLEN H WRIGHT, City Clerk.
By FRED W. SICK, Deputy

SEAL:

ATTEST:

EUGENE SCHARR

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I hereby approve the form of the foregoing contract, this 3d day of July, 1925.
S.J.HIGGINS, City Attorney.
By FRANK M DOWNER, JR.
Deputy City Attorney.

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of the Contract with Crane Company for furnish lead pipe, being Document No. 175880.

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 in duplicate this 13th day of July 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", and Charles A. McMonagle, doing business under the fictitious firm name of "McMonagle Advertising Agency" hereinafter called the "Licensee",

WITNESSETH:

WHEREAS, Licensee is engaged in the business of placing sanitary refuse containers, sometimes called "Waste Receptacles", upon the public streets and elsewhere, in cities, towns and municipalities, and in the leasing of advertising space thereon, and Licensee is now desirous of securing from the City the license and privilege of placing said sanitary refuse containers and Waste Papers Receptacles with advertising space thereon, upon certain public streets and places in the City, and

Whereas, it seems advisable and for the best interest of the City to grant such license and privilege upon the terms and conditions hereinafter stated.

NOW, THEREFOR, in consideration of the benefits to accrue to the City, the promises on the part of the Licensee to be kept and performed and for other valuable consideration, the City hereby grants to the Licensee the right, privilege and license to place one hundred and fifty sanitary refuse cans and Waste Receptacles (one of which cans and receptacles has heretofore been submitted to the City) upon the following public streets and places in said City, said locations to be mutually agreed upon by both parties hereto:

and upon such other public streets and places as may seem desirable, subject to the direction and approval of the Manager of Operations or such other persons as the Mayor and City Council may designate, provided however, that the position agreed upon will at least be six feet from any post, hydrant or anything that might obstruct the view.

The City, on its part, Agrees:

1. To empty said receptacles when same are full or at such other time as said City may determine.

2. That the license or privilege herein granted shall be for a period of five years, and upon the expiration of said period, to continue for another similar period of five years unless revoked by said City.

3. That the LICENSEE may use said receptacles for the purpose of placing advertising thereon, which advertising shall consist of painted signs, the character of the lettering and paint used on said signs being subject to the approval of the officers of the City under whose direction the placing of the said receptacles may be.

The Licensee agrees:

1. To place the cans upon the public streets and places above mentioned and in such other places as may be designated by the City, within a period of three months from date thereof.

2; To keep the cans in good order and condition, well varnished and to clean and fumigate the same whenever necessary in the opinion of the City Official having control of the placing thereof.

3. Not advertise on said receptacles any matter or thing obscene, indecent, or of an immoral nature, intoxicating liquors, or cigarettes.

4. To handle advertising contracts for such kinds of goods and wares that are handled through your local representatives and merchants.

5; To pay the City (\$2.00) Two Dollars per month for each receptacle placed, payable monthly during the life of this contract.

It is mutually understood and agreed that this agreement shall be binding upon the successors, heirs, and assigns of the parties hereto.

In witness hereof, the City has caused this agreement to be duly executed by its proper officials, and its seal to be hereunto attached by a Resolution of the Common Council of said City of San Diego thereunto duly authorizing the same, and the Licensee has affixed his hand and seal this 13th day of July 1925.

(SEAL:)
ATTEST:

ALLEN H WRIGHT, City Clerk.
By STILES M. JOHNSON, Deputy.

Approved as to form:
FRANK M. DOWNER, JR.
Deputy City Attorney.

CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD.
L.C. MAIRE.
DON M. STEWART.
HARRY K. WEITZEL.

MCMONAGLE ADVERTISING AGENCY,
By CHAS. A. MCMONAGLE, Licensee

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with McMonagle Advertising Agency permitting installation of Waste Paper Receptacles, being Document No. 176154.

ALLEN H. WRIGHT.
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr Deputy.

B O N D .

KNOW ALL MEN BY THESE PRESENTS, That we, KLUICKA LUMBER CO., a corporation, as principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under, and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound to THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One Hundred sixty-three dollars (\$163.00), 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 July 1925.

The condition of the above and foregoing obligation is such that wheras, 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 approximately two hundred twenty (220) barrels of Portland cement (Obourg) in accordance with specifications C-9-21 of the American Society for Testing Materials, and free from all lumps, f.o.b. cars on City's spur track at California and Grape Streets, San Diego, California, upon the terms more particularly in a and in detail set forth in said contract; and reference is hereby made to said contract for a particularly 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 whereunto duly authorized, the day and year first hereinabove written.

KLUICKA LUMBER CO, Principal.
By G.A. KLUICKA. Treas.
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 SAN DIEGO,) ss

On this 13th day of July 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 13th day of July 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 July 1925.

VIRGILIO BRUSCHI
JNO. A. HELD.
L.C. MAIRE.
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 13th day of July, 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, and hereinafter sometimes designated as the City, and KLUICKA LUMBER COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

One carload of approximately two hundred twenty (220) barrels of Portland Cement (Obourg) in accordance with specifications C-9-21 of the American Society for Testing Materials, and free from all lumps.

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

Seventy-two Cents (72¢) per sack with a refund of Ten Cents (10¢) per sack (empty) returned in servicable condition. This price is F.O.B. cars on City's spur track at California and Grape Streets, San Diego, California.

Said contractor agrees to begin delivery of said material within seven (7) days from and after the date of the execution of this contract, and to complete said delivery on or before the 20th day of July, 1925.

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

Seventy-two (72¢) Cents per sack, f.o.b. City's spur track at California and Grape Streets.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor has the day and year in this agreement first above written.

(SEAL:)
ATTEST:

ALLEN H. WRIGHT., City Clerk.
By FRED W. SICK., Deputy.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
L.C. MAIRE.
DON M. STEWART.
HARRY K. WEITZEL.
Members of the Common Council.

KLICKA LUMBER CO.
per G.A. KLICKA, Treas.
Contractor.

I hereby approve the form of the foregoing contract, this 10th day of July, 1925
S.J. HIGGINS, City Attorney
By FRANK M DOWNER, JR.
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Klicka Lumber Co for one car Portland Cement, being Document No. 176157.

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 O F L E A S E .

This agreement made and entered into in duplicate this 3d day of July, 1925, by and between the Board of Park Commissioners, of the City of San Diego, California, party of the first part, and E.D. Williams, party of the second part, WITNESSETH:

That for and in consideration of the covenants and conditions herein set forth, the parties hereto agree as follows:

The party of the first part leases and lets to the party of the second part and the party of the second part hereby rents and leases from the said party of the first part a portion of that certain parcel of land known and designated as Pueblo Lot No. 1340 of the Pueblo Lands of the City Of San Diego, State of California, to-wit; a strip of land triangular in shape, facing approximately eleven hundred (1100) feet on the ocean front, bounded on the south by the state highway and on the east by the Santa Fe Railway Right-of-way, for the purpose of constructing and maintaining a Camping Ground for automobile and other parties, together with exclusive concession within the radius described for the rental of campspace and for the sale of soft drinks, refreshments, curios and such other articles of merchandise as the party of the first part may consider consistent with the purpose for which this concession is granted, for the period commencing with the execution of this agreement and terminating with the 3d day of July, 1935, unless this agreement of lease shall be sooner terminated by reason of some default on the part of the party of the second part.

That upon expiration of this agreement of lease all permanent buildings, and structures or other appurtenances erected or installed upon the premises hereinbefore described, or installed upon city property in connection with the purposes of this agreement, shall revert to and become the property of the Park Department of the city of San Diego.

The party of the second part agrees to handle the concession and to pay to the party of the first part the sum of one hundred (100) dollars for the first year, one hundred and fifty (150) dollars for the second year, and beginning with the third year and continuing throughout the period of this agreement, a sum equal to ten (10) per cent of the gross receipts from the operation of the camp ground, in addition to the cash rental above specified. Such percentum sum to be paid in monthly installments, on or before the 10th day of each and every month and all other rentals to be paid annually, in advance. It is agreed by the parties hereto that said party of the first part may, by its authorized agent, have access to the books of said party of the second part, for the purpose of ascertaining therefrom what moneys may be due said party of the first part hereunder, and said party of the second part agrees to keep true and correct books of account, open at all times to the inspection of any authorized agent of the said party of the first part.

The party of the second part agrees further to furnish, construct, install and keep in good repair, such equipment as may be necessary for the proper operation of said concession, including: Construction of a 16 foot granite roadway from the turn just west of the bridge on the main highway, running approximately 600 feet to the north also to make turnouts every 40 feet for parking machines off the road; also to construct two (2) rest rooms equipped with lavatory, toilet and shower bath and three small dressing rooms; also to install a one and one half (1-1/2) inch water line from the main line of the Hodges-San Diego pipe line to at least four (4) standpipes along the road and to pipe water to two (2) restrooms; also to install in connection with this concession, one (1) standard septic tank. All plumbing to be under the supervision of the San Diego Sanitary Plumbing Inspector.

It is expressly stipulated and agreed that no work of clearing off or grading for the construction of buildings, roads, camping spaces or ground lying within the above described radius, shall be commenced without first submitting same for the approval of the Superintendent of Parks of the City Of San Diego, and that no native vegetation shall be destroyed or removed from said premises without permission of the Superintendent of Parks.

The second party agrees to furnish all water used on said premises; also to furnish all necessary equipment for the rest rooms thereon.

The party of the second part agrees to maintain the premises at all times in a clean, neat and sanitary condition; and the premises shall be open for inspection to the party of the first part and the Superintendent of Parks of the City of San Diego at any and all times, and shall be kept in a condition of cleanliness satisfactory to him.

Said party of the second part agrees to secure police powers and to exercise such powers as may be conferred upon him in the maintenance of order and proper conduct on the part of visitors to said camping grounds, and in the observance of all rules and regulations now existing or hereafter formulated by the party of the first part.

Said party of the second part shall keep said premises free from all immorality or immoral characters, and loafing; and shall not violate any Federal, State or Municipal law in regard to the sale, manufacture or transportation of intoxicating liquors, and to maintain and operate said camping grounds and the grounds adjacent thereto in a first class manner.

It is further agreed that the said party of the second part may assign this lease, or any part of it,; but only to a responsible party who is acceptable to the party of the first part.

Said party of the second part agrees to permit no gambling whatsoever on said premises; nor any noisy, boisterous or unseemly conduct thereon; but to maintain and operate said camping ground in a clean, wholesome and proper manner.

Subject to all other covenants and conditions of this lease, it is further stipulated and agreed that the said camping ground shall be held open to the public at any and all times for free access to and use of the beach.

In event that the said second party shall fail to comply with any of the covenants hereinbefore agreed by him to be kept and performed, said party of the first part may terminate this agreement without notice to said party of the second part.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first hereinabove written.

BOARD OF PARK COMMISSIONERS
by HUGO KLAUBER President.
JOHN F. FORWARD, JR. Member
PARTY OF THE FIRST PART
E.D. WILLIAMS.
PARTY OF THE SECOND PART.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, Board of Park Commissioners to E.D. Williams, Portion P.L. 1340 to July 3d, 1935. being Document No. 176000

ALLEN H. WRIGHT.

City Clerk of the City of San Diego, California.

By Clark M. Foose Jr Deputy.

B O N D .

KNOW ALL MEN BY THESE PRESENTS, That MACHINERY PIPE & SUPPLY COMPANY, a corporation, as Principal, and F.J. SILLIFANT and RALPH B STODDARD, 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 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 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 20th day of July, 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:

50-Four-wheel cargo trucks.

50-Two-wheel hand trucks.

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

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

MACHINERY PIPE & SUPPLY CO.

By W.H. FRASER, President.

Principal.

F.J. SILLIFANT

RALPH B. STODDARD.

Sureties.

(SEAL:)

ATTEST:

MARION B. HART, Secretary.

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

F.J. SILLIFANT and RALPH B. STODDARD sureties in the within undertaking, being duly sworn, say, each for himself, and not one for the other, that he is worth the sum specified in the said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a free-holder therein.

F.J. SILLIFANT.

RALPH B. STODDARD

(SEAL:)

Subscribed and sworn to before me this 20th day of July, 1925.

LOU B. MATHEWS.

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

My Commission expires
December 7th 1926.

I hereby approve the form of the within Bond, this 28th day of July, 1925.

S.J. HIGGINS

City Attorney of the City of San Diego.

By FRANK M. DOWNER, Jr.

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 3d day of August 1925.

JNO.A. HELD.

L.C. MAIRE.

DON M. STEWART

Members of the Common Council.

(SEAL:)

C O N T R A C T .

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 20th day of July, 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, and hereinafter sometimes designated as the City, and MACHINERY PIPE & SUPPLY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the contractor, WITNESSETH:

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

Fifty (50) four-wheel cargo trucks;

Fifty (50) two-wheel hand trucks;

said trucks to be in accordance with the plans and specifications contained in Document No. 175103, on file in the office of the City Clerk of said City; Copies of which plans and specifications are attached hereto, marked "Exhibit A", and made a part hereof.

Said trucks are to be delivered f.o.b. warehouse, Municipal Pier, San Diego, California.

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

Fifty (50) four wheel cargo trucks, at \$45.25 each;

Fifty (50) two wheel hand trucks, at \$22.00 each.

Said contractor agrees to begin delivery of said material within 30 days from and after the date of the execution of this contract, and to complete said delivery on or before the 22 day of August 1925.

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

Fifty (50) four-wheel cargo trucks, at \$45.25 each;

Fifty (50) two-wheel hand trucks, at \$22.00 each;

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution and the said contractor 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 in this agreement first above written.

(SEAL:)
ATTEST:

ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

(SEAL:)
ATTEST:

MARION B. HART, Secty

I hereby approve the form of the foregoing contract, this 14th day of July 1925
S.J. HIGGINS, City Attorney.
By FRANK M. DOWNERT, Jr. Deputy.

THE CITY OF SAN DIEGO.

By JNO. A. HELD.

L. C. MAIRE.

DON M. STEWART.

Members of the Common Council.

MACHINERY PIPE & SUPPLY CO.

By MARION B. HART, Secty.

Contractor

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the Machinery Pipe & Supply Company and the City of San Diego, for 100 Cargo Trucks.

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

This contract made this 15th day of May, 1925, 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;

WITNESSETH:

That said City does hereby engage and employ said Engineer to do the following:

1. To prepare plans and specifications for the paving of a portion of Harbor Street from Broadway to Municipal Pier #2 and from Municipal Pier to Ash Street and for the paving of a portion of Ash Street produced from the pavement on the westerly side of Harbor Street to Atlantic Street.

2. To prepare plans and specifications for an electric wiring system in the transit shed on Municipal Pier #2.

3. To supervise the construction of the work provided for by the above mentioned plans and specifications.

It is 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 testing of material 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 an amount equal to two per cent (2%) of the cost of constructing the work provided by said plans and specifications, to be paid as follows:

An amount equal to one and one-half per cent (1-1/2%) of the estimated cost of the work upon the completion of the 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 an amount 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 work done during the previous months by each person having a contract covering any part of the work provided for by the above mentioned plans and specifications.

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
W C SEFTON, Jr
Harbor Commission,
Party of the First Part.
FRANK G WHITE
Engineer,
Party of the Second Part.

Approved as to form.
FRANK M DOWNER, Jr
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with FRANK G. WHITE and the CITY OF SAN DIEGO, being document No. 177142.

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

By Clark M. Goot Jr Deputy

BOND

KNOW ALL MEN BY THESE PRESENTS, That San Diego Marine Commerce Company, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND ONE HUNDRED (4,100) 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, the said Principal hereby binds themselves, their successors and Assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of August, 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 6000 barrels, more or less, Portland Cement, delivered North of Municipal Pier No. 2, adjacent to the work, San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

SAN DIEGO MARINE COMMERCE COMPANY

(S E A L)

GUSTAV MEYER
GENERAL MANAGER Principal
MARYLAND CASUALTY COMPANY Surety
By GEO D EASTON
ITS ATTORNEY IN FACT

ATTEST:

F F EDELEN

I hereby approve the form of the within Bond, this 3rd day of August, 1925.

S J HIGGINS City Attorney
By FRANK M DOWNER Jr
Deputy City Attorney

STATE OF CALIFORNIA: ss.
COUNTY OF SAN DIEGO:

On this 1st day of August 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 GEORGE 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 GEORGE 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.

(S E A L)

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 3rd day of August, 1925.

(S E A L)

ATTEST:

By, Allen H Wright, City Clerk
FRED W Sick Deputy

JNO A HELD
L E MAIRE

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, State of California, this 3rd day of August, 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, and hereinafter sometimes designated as the City, and SAN DIEGO MARINE COMMERCE COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with the said City to furnish and deliver to said city: 6000 barrels. more or less, Portland Cement, in serviceable cloth sacks; delivery to be at the rate of 1000 to 2000 barrels per month as required, but all within four months; to be delivered to City north of Municipal Pier No.2 adjacent to the work; for the price of Two and 73/100 Dollars (\$2.73) 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; 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 to furnish and deliver the material above described at and for the following prices, to-wit: 6000 barrels, more or less, Portland Cement for the price of Two and 73/100 Dollars (\$2.73) 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;

Said contractor agrees to begin delivery of said material within ----days from and after the date of the execution of this contract, and to complete said delivery on or before the day of 1925.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: The sum of Two and 73/100 Dollars (\$2.73) per barrel for said cement, delivered to City north of Municipal Pier No.2 adjacent to the work; the sum of ten (10) cents to be paid by the contractor to the City for each empty sack returned to said contractor.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of THE CITY OF SAN DIEGO, or the general laws in effect in the 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 said execution, and the said contract has----the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

ATTEST:
(S E A L) ALLEN H WRIGHT
City Clerk
By FRED W SICK
Deputy

By Jno A HELD
L E MAIRE
HARRY K Weitzel
Members of the Common Council
SAN DIEGO MARINE COMMERCE CO
GUSTAV MEYER
Contractor
General Manager

I hereby approve the form of the foregoing contract, this 3rd day of August, 1925.

S J HIGGINS City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Marine Commerce Company for Cement, being Document No.177150.

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

By Clark M Foote Jr Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, That HORACE BRADT 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 held and 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 TWENTY-FIVE (225) Dollars (\$225.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of August, 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:

25 - Fifty-foot lengths 1½" flax linen fire hose approved by the National Board of Fire Underwriters, and to stand test of 400 pounds pressure, fitted with standard hose thread fittings;

- 25 - One and a half inch by twelve inch (1½" x 12") brass nozzles for above;
- 25 - One and a half (1½") inch close nipples having hose thread on one end and standard pipe thread on other;
- 24 - "Knight and Thomas" Fire Warden 2½ gallon fire extinguishers polished copper finish;
- 6 - "Foamite" model CA-2½ gallon fire extinguishers polished copper finish.

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

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

ATTEST:

ALLAH FLOOD
(SEAL)

HORACE BRADT CO, by HORACE BRADT, owner
Principal.
NATIONAL SURETY COMPANY,
Surety.

ATTEST:

By DONALD C. BURNHAM
Attorney-in-Fact

I hereby approve the form of the within Bond, this 20th day of August, 1925.

S. G. HIGGINS
City Attorney.

By Frank M. DOWNER, JR.
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 24th day of August, 1925.

ATTEST:

ALLEN H. WRIGHT
(SEAL) City Clerk.

VIRGILIO BRUSCHI
JNO A HELD
L E MAIRE
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

FRED W. SICK,
Deputy.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO (SS:

On this 18th day of August, in the year 1925, before me John Burnham, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn personally appeared Donald C. Burnham, 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)

JOHN BURNHAM
Notary Public in and for said County
and State.

CONTRACT

This AGREEMENT, Made and entered into at The City of San Diego, State of California, this 24th day of August, 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, and hereinafter sometimes designated as the City, and HORACE BRADT COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 25 - Fifty-foot lengths 1½" flax linen fire hose approved by the National Board of Fire Underwriters, and to stand test of 400 pounds pressure, fitted with standard hose thread fittings;
- 25 - One and a half-inch by twelve inch (1½" x 12") brass nozzles for above;
- 25 - One and a half inch (1½") close nipples having hose thread on one end and standard pipe thread on other;
- 24 - "Knight and Thomas" Fire Warden 2½ gallon fire extinguishers polished copper finish;
- 6 - "Foamite", model CA 2½ gallon fire extinguishers, polished copper finish.

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

For the sum of EIGHT HUNDRED NINETY-NINE
AND 67/100 DOLLARS (\$899.67).

Said contractor agrees to begin delivery of said material within Ten (10) days from and after the date of the execution of this contract, and to complete said delivery on or before the 20th day of September 1925.

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

The sum of EIGHT HUNDRED NINETY-NINE AND
67/100 DOLLARS (\$899.67).

Said contractor hereby agrees that it will be bound by each and every part of this

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor has caused this instrument to be executed by its proper officer, thereunto duly authorized, the day and year in this agreement first above written.

ATTEST:

(SEAL)

ALLEN H. WRIGHT
City Clerk.
FRED W SICK
Deputy.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI
JNO A HELD
L E MAIRE
DON M. STEWART
HARRY K WEITZEL
Members of the Common Council.

ATTEST:

SAMUEL J. SHAW.

HORACE BRADT CO., by HORACE BRADT, owner.
Contractor.

I hereby approve the form of the foregoing contract, this 17th day of August, 1925.
S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the HORACE BRADT COMPANY for Fire Department equipment, being Document No. 177783.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California,
By Clark M. Doole Jr Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, That GENERAL CHEMICAL COMPANY, 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 FIFTY Dollars (\$250.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, the the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of August, 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

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

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

ATTEST:

(SEAL)

Subscribed and sworn to before me
by Phil. A. Olson, Br. Mgr., this
22nd day of August, 1925.
J. A. TAYLOR
Notary Public
in and for the County of Los Angeles,
State of California.
My Commission expires May 12, 1928.

GENERAL CHEMICAL CO.
PHIL. A. OLSON, BRCH. MGR.
Principal.
THE FIDELITY AND CASUALTY CO. OF NEW YORK
By CECILIA STORY, Attorney
Surety.

By

ATTEST:

I hereby approve the form of the within Bond, this 24th day of August, 1925.
S. J. HIGGINS,
City Attorney.
By Frank M. DOWNER, JR.
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 24th day of August, 1925.

ATTEST:

By ALLEN H. WRIGHT,
City Clerk.
(SEAL) FRED W. SICK,
Deputy.

VIRGILIO BRUSCHI
JNO A HELD
L. C MAIRE
DON M. STEWART
HARRY K. WEITZEL
Members of Common Council.

State of California (ss.
County of Los Angeles)

(SEAL)

On this 20th day of August 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
Notary Public in and for the
County of Los Angeles, State of
California.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 20th day of August 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, and hereinafter sometimes designated as the City, and GENERAL CHEMICAL COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

30 - Tons of Sulphate of Alumina,
F.o.b. cars at San Diego, California;
Packed in paper-lined burlap sacks of
250 pounds each.
Delivery within 10 days from execution
of contract;

For the price per cwt. of -----\$1.66

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

30 - Tons of Sulphate of Alumina
For the price of, per cwt. -----\$1.66

Said contractor agrees to begin delivery of said material within 10 days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 192__.

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

30 - Tons of Sulphate Alumina
For the price of, per cwt. -----\$1.66

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor has the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

(SEAL)

ATTEST:

ALLEN H. WRIGHT,
City Clerk.

By - FRED W. SICK,
Deputy.

By Virgilio BRUSCHI
JNO A HELD
L C MAIRE
DON M. STEWART
HARRY K. WEITZEL
Members of Common Council.

ATTEST:

Subscribed and sworn to before me
by PHIL. A. OLSON, Br. Mgr., this 22nd
day of August 1925

(SEAL) J. A. TAYLOR,
Notary Public.
In and for the County of Los
Angeles, State of California.

GENERAL CHEMICAL COMPANY,
By - PHIL. A. OLSON, Branch Manager.

I hereby approve the form of the foregoing contract, this 17th day of August, 1925.
S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the GENERAL CHEMICAL COMPANY for Sulphate of Alumina, being Document No. 177885.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California,
By Clark M. Foote Jr 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 Fifteen Thousand Dollars (\$15,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of September, A.D. 1925.

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 a point 50 feet north from the north line of B Street and the north line of I Street; SEVENTH STREET, between the south line of B Street and the north line of F Street; EIGHTH STREET, between the south line of B Street and the north line of Market Street; NINTH STREET, between the south line of B Street and the north line of Market Street; TENTH STREET, between the south line of B Street and the north line of Market Street; ELEVENTH STREET, between the south line of B Street and the north line of Market Street; TWELFTH STREET, between the south line of B Street and the north line of Market Street; B STREET, between the east line of Second Street and the west line of Twelfth Street; C STREET, between the east line of Third Street and the west line of Twelfth Street; BROADWAY, between the east line of California Street and the west line of Sixteenth Street (excepting the north side of said Broadway, between Third Street and Fourth Street); E STREET, between the east line of Second Street and the west line of Sixteenth Street; F STREET, between the east line of Columbia Street and the west line of Sixteenth 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 W. F. RABER
Vice President & General Manager.

ATTEST: (SEAL)
W. B. FOWLER,
Secretary.

THE AETNA CASUALTY AND SURETY COMPANY
By FRANK A. SALMONS
Resident Vice-President.

ATTEST: (SEAL)
B. J. SCHAEFER
Resident Assistant Secretary.

I hereby approve the form of the foregoing Undertaking this 1st day of October, 1925.

S. J. HIGGINS, City Attorney.

I hereby certify that the Common Council of the City of San Diego did by Resolution No. 35200 passed and adopted on the 14th day of September, 1925, require and fix the sum of \$15,000.00 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.

THIS AGREEMENT, made and entered into this 5th day of October, 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 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 a point 50 feet north from the north line of B Street and the north line of I Street;
SEVENTH STREET, between the south line of B Street and the north line of F. Street;
EIGHTH STREET, between the south line of B Street and the north line of Market Street;
NINTH STREET, between the south line of B Street and the north line of Market Street;
TENTH STREET, between the south line of B Street and the north line of Market Street;
ELEVENTH STREET, between the south line of B Street and the north line of Market Street;
TWELFTH STREET, between the south line of B Street and the north line of Market Street;
B STREET, between the east line of Second Street and the west line of Twelfth Street;
C STREET, between the east line of Third Street and the west line of Twelfth Street;
BROADWAY, between the east line of California Street and the west line of Sixteenth street (excepting the north side of said Broadway, between Third Street and Fourth Street);
E STREET, between the east line of Second Street and the west line of Sixteenth Street;

F STREET, between the east line of Columbia Street and the west line of Sixteenth 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, 1925, to-wit, to and including June 30th, 1926.

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. 174695, 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 eleven thousand six hundred fifty-two and 67/100 dollars (\$11,652.67) 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 forty-six thousand six hundred ten and 70/100 dollars (\$46,610.70) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of forty-six thousand six hundred ten and 70/100 dollars (\$46,610.70) 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 acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of forty-six thousand six hundred ten and 70/100 dollars (\$46,610.70).

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 eleven thousand six hundred fifty-two and 67/100 dollars (\$11,652.67)), 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.

ATTEST: (SEAL)
W. B. FOWLER,
Secretary.

By - W. F. RABER
Vice President & General Manager.

ATTEST: (SEAL)
ALLEN H. WRIGHT,
City Clerk.
By - FRED W. SICK,
Deputy.

THE CITY OF SAN DIEGO.
By - Virgilio BRUSCHI
JNO A. HALL
L. C. MAIRE
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 1st day of October, 1925.

S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the San Diego Consolidated Gas & Electric Company for San Diego Lighting District No. 1, being Document No. 179372.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California,
By Clark M. Foote Jr Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, That NEUNER CORPORATION, a corporation, as Principal and THE AETNA CASUALTY AND SURETY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Two hundred ten Dollars (\$210.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of October 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 15,000 Street Improvement Bonds, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST:
C. W. MASON,
Secty. & Treasurer.

NEUNER CORPORATION
M. C. NEUNER,
President. Principal.

THE AETNA CASUALTY AND SURETY COMPANY
Surety.

ATTEST:

By - SYLVESTER C. THIELE,
Resident Vice-President.
Attest: R. L. TRAVISS
Resident Asst. Secretary.

I hereby approve the form of the within Bond, this 7th day of October, 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 _____ day of October, 1925.

(SEAL) ATTEST:
By ALLEN H. WRIGHT,
City Clerk.
FRED W. SICK,
Deputy.

VIRGILIO BRUSCHI
JNO A HELD
L. C. MAIRE
DON M. STEWART
Members of the Common Council.

State of California)
County of Los Angeles (ss

(S E A L)

On this 10th day of October in the year nineteen hundred 25, before me, RUTH A CORLETTE, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared SYLVESTER C. THIELE, known to me to be the Resident Vice President and R. L. TRAVISS, known to me to be the Resident Assistant Secretary of the AETNA CASUALTY & SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that said 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.

RUTH A. CORLETTE,
Notary Public in and for said Los Angeles
County, State of California.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 13th day of October, 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, and 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:

15,000 Street Improvement Bonds, as per sample contained in Document No. 179121, on file in the office of the City Clerk of The City of San Diego.

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

15,000 Street Improvement Bonds, above described, for the sum of eight hundred twenty-nine and 50/100 dollars (\$829.50).

Said contractor agrees to begin delivery of said material/----- days from and after the date of the execution of this contract, and to complete said delivery on or before the 13th day of November, 1925.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: The sum of eight hundred twenty-nine and 50/100 dollars (\$829.50).

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor 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 in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT,
City Clerk
By - FRED W SICK,
Deputy.

THE CITY OF SAN DIEGO.
By - Virgilio BRUSCHI
JNO A HELD
L C MAIRE
DON M STEWART
Members of the Common Council.
NEUNER CORPORATION
M. C. NEUNER,
President. Contractor.

(SEAL) ATTEST:
C. W. MUNSON
Secty. & Treasurer.

I hereby approve the form of the foregoing contract, this 7th day of October, 1925.

S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the NEUNER CORPORATION for furnishing 15,000 Street Improvement Bonds, being Document No. 180192.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California,
By Clark M. Fort Deputy.

(See annexed copy of Contract F, Municipal Pier No. 2, the original Document being No. 177884, filed August 24, 1925.)

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 Two Hundred and Sixty-five Dollars (\$265.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of October, A.D. 1925.

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 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; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

(SEAL) ATTEST:
M. B. FOWLER

By W. F. RABER

THE AETNA CASUALTY AND SURETY COMPANY

ATTEST:
F. S. BOWERS, By FRANK A. SALMONS
Resident Assistant Secretary. Resident Vice-President.

I hereby approve the form of the foregoing Undertaking, this 16th day of October, 1925.

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. 35528, passed and adopted on the 15th day of October, 1925, require and fix the sum of Two Hundred and Sixty-five Dollars (\$265.00) as the penal sum of the foregoing Undertaking.

(SEAL)

ALLEN H. WRIGHT,
City Clerk of the City of San Diego.
By - STILES M. JOHNSON, Deputy.

THIS AGREEMENT, made and entered into this 15th day of October, 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 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, 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. 176376-1/2, 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 of 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 (\$46.15).

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 (\$211.53)), 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.

(SEAL) ATTEST:
M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.
By - W. F. RABER

THE CITY OF SAN DIEGO.

(SEAL) ATTEST
ALLEN H. WRIGHT,
City Clerk.
By - FRED W. SICK,
Deputy.

By VIRGILIO BRUSCHI
JNO A HELD
L C MAIRE
DON M STEWART
HARRY K. WEITZEL

I hereby approve the form of the foregoing Contract, this 19th day of October 1925.

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 with the SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY for Abbott Street Lighting District No. 1, being Document No. 180331.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
By - Clark M. Fook Jr Deputy.

BOND AND CONTRACT.

KNOW ALL MEN BY THESE PRESENTS, That CLAUDE BOURBON, as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE 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, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of October, 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 erect and construct a Branch Library Building to be located on Lots one (1) and two (2), Block One Hundred Forty-two (142), University Heights Addition, in accordance with the plans and specifications contained in Document No. 178964 on file in the Office of the City Clerk of San Diego, referred to in said contract, and for the contract price therein set forth.

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

ATTEST:
ALDER E. BURRELL.

CLAUDE BOURBON,
Principal.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety.

ATTEST:
A. C. WILSON,
Agent.

By - CLARENCE MINOR,
Attorney-in-Fact.

I hereby approve the form of the within Bond, this 19th day of October, 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 19th day of October, 1925.

(SEAL) ATTEST:
By - ALLEN H. WRIGHT,
City Clerk.
FRED W. SICK,
Deputy.

VIRGILIO BRUSCHI
JNO A HELD
L. C. MAIRE
DON M. STEWART
HARRY K. WEITZEL
Members of Common Council.

STATE OF CALIFORNIA (ss.
COUNTY OF SAN DIEGO)

On this 16th day of October, 1925, before me M. D. FRYE, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared CLARENCE MINOR 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.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That CLAUDE BOURBON, 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 materials to be used in the work to be performed under and by virtue of the contract herein-after mentioned, in the sum of SIX THOUSAND NINE HUNDRED Dollars (\$6900.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, 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 16th day of October, 1925.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named CLAUDE BOURBON 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 erection and construction of a Branch Library Building to be located on Lots one (1) and two (2) Block One Hundred Forty-two (142), University Heights Addition, in accordance with the plans and specifications contained in Document No. 178964 on file in the Office of the City Clerk of the City of San Diego, 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 and 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:

ATTEST: (SEAL)
ALDER E. BURRELL.

CLAUDE BOURBON,
Principal.

ATTEST:
A. C. WILSON,
Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety.
By -- CLARENCE MINOR

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO (ss.

On this 16th day of October, 1925, before me M. D. FRYE, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared CLARENCE MINOR 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 the 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.

I hereby approve the form of the within Bond, this 19th day of October, 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 19th day of October, 1925.

(SEAL) ATTEST:

ALLEN H. WRIGHT,
City Clerk
By FRED W. SICK,
Deputy.

VIRGILIO BRUSCHI
JNO A. HELD
L. C. MAIRE
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, State of California, this 19th day of October, 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, and hereinafter sometimes designated as the City, and CLAUDE BOURBON, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The erection and construction of a Branch Library Building to be located on Lots one (1) and two (2), Block One Hundred Forty-two (142), University Heights Addition, in accordance with the plans and specifications contained in Document No. 178964 on file in the Office of the City Clerk of the City of San Diego.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Item 1 of said specifications, for the sum of \$13,500.00,
Items 2 to 8 of said specifications, for the sum of \$250.00.

Said contractor agrees to commence said work within three (3) 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 140 days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

On Item 1 of said specifications, the sum of \$13,500.00
On Items 2 to 8 of said specifications, the sum of \$250.00

said payments to be made as follows:

The architect shall, at the end of each 15 days, 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 architect 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 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 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 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 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 LINCOLN ROGERS, Architect, San Diego, California, 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 said 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 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 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 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 architect, Lincoln Rogers, 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 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 hereunto subscribed his name

the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By VIRCILIO BRUSCHI

JNO A. HELD

L. C. MAIRE

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council

(SEAL)

ATTEST:

ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, Deputy

ATTEST:

ALDER E. BURRELL

CLAUDE BOURBON, Contractor.

I hereby approve the form of the foregoing Contract this 15th day of October, 1925

S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with CLAUDE BOURBON for the erection of a Branch Library Building at University Heights, being Document No. 180415.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By Clark M. Foote Jr Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM DARBY COMPANY, a co-partnership, as Principal, and C. A. Kahrs and J. W. Shepherd, 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 ONE HUNDRED FIFTY Dollars (\$150.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its heirs, executors, administrators 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 fifth day of September, 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 -

- 1 - Carload of approximately 220 barrels
Riverside Portland Cement or Bear Portland Cement, f.o.b. cars on the City's spur track at California and Grape Streets, 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.

C. A. KAHR

J. W. SHEPHERD

Sureties

WILLIAM DARBY CO.

By W. R. DARBY

Principle

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

C. A. Kahrs and J. W. Shepherd sureties in the within undertaking, being duly sworn, say, each for himself, and not one for the other, that he is worth the sum specified in the said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a freeholder therein.

C. A. KAHR

J. W. SHEPHERD

Subscribed and sworn to before me this 5th day of September, 1925
(SEAL)

N. STEINMETZ

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

I hereby approve the form of the within Bond, this 8 day of September, 1925.

S. J. HIGGINS

City Attorney of the City of San Diego.

By FRANK M. DOWNER, Jr.,

Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 8th day of September, 1925.

(SEAL) ATTEST:

ALLEN H. WRIGHT,
City Clerk
By FRED W. SICK,
Deputy.

JNO. A. HELD

L. C. MAIRE

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this day of __, 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, and hereinafter sometimes designated as the City, and WILLIAM DARBY COMPANY, a co-partnership party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - Carload of approximately 220 barrels
Riverside Portland Cement or Bear
Portland Cement; in serviceable cloth sacks;

F.o.b. cars on the City's spur track
at California and Grape Streets, San
Diego, California;

For the price, per sack, of-----\$0.65
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 the mill, freight pre-
paid; or 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 to furnish and deliver the material above described
at and for the following prices, to-wit:

1 - Carload of approximately 220 barrels
Portland Cement, for the price,
per sack, of-----\$0.65
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 the mill, freight pre-
paid; or 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 agrees to begin delivery of said material within seven (7) days
from and after the date of the execution of this contract, and to complete said delivery on
or before the day of __, 1925.

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

The sum of \$0.65 per sack for one carload, of
approximately 220 barrels, Portland Cement
delivered to said City f.o.b. cars on the
City's spur track at California and Grape
Streets, 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 material, as herein specified.

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

It is mutually agreed by and between the parties hereto that in no case unauthorized
by the Charter of The City of San Diego, or the general laws in effect in said City, shall
said City or any department, board or officer thereof, be liable for any portion of the con-
tract 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 resolu-
tion authorizing said execution, and the said contractor has the day and year in this agree-
ment first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

THE CITY OF SAN DIEGO

JNO. A. HELD
L. C. MAIRE
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

ATTEST:

WILLIAM DARBY CO.
By WM. DARBY
Contractor.

I hereby approve the form of the foregoing contract, this 29th day of August, 1925.
S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
of contract with William Darby Co. for the purchase of one carload of Riverside Portland
Cement or Bear Portland Cement, being Document No. 178440.

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 we MACHINERY, PIPE & SUPPLY COMPANY, as prin-
cipal and W. H. Hudson and L. J. E. Racette as sureties, all residents of the County of San
Diego, State of California, are jointly and severally bound unto the City of San Diego, a
municipal corporation in the County of San Diego, State of California, in the sum of ONE
THOUSAND FOUR HUNDRED DOLLARS (\$1400.00), 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 19 day of October A.D. 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:

45 - Reels of 3/4" and
5 - Reels of 1" Standard AA lead pipe,

each reel of approximately 900
pounds, in continuous lengths,
wiped joints acceptable; delivery
f.o.b. California and Grape Streets

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

NOW, THEREFORE, the condition of this obligation is such that if the above bounden MACHINERY, PIPE & SUPPLY 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.

MACHINERY PIPE & SUPPLY CO.

By W. H. FRASER, Pres.

Principal

W. H. HUDSON

J. L. E. RACETTE

Sureties.

ATTEST:

ROY A. NOVAK

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

W. H. Hudson and L. J. E. Racette surities 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. H. HUDSON

L. J. E. RACETTE

Subscribed and sworn to before me this 19th day of October, 1925.

ROY A. NOVAK

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

(SEAL)

My Commission Expires Sep. 25, 1929

I hereby approve the form of the within Bond, this 24th day of October, 1925.

S. J. HIGGINS

(SEAL)

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 26th day of October, 1925.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

DON M. STEWART

HARRY K. WEITZEL

Members of the Common Council

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 19 day of October, 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, and hereinafter sometimes designated as the City, and MACHINERY, PIPE AND SUPPLY COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 45 - Reels of 3/4 inch and
- 5 - Reels of 1 inch Standard AA lead pipe, each reel of approximately 900 pounds, in continuous lengths, wiped joints acceptable; said pipe to be delivered f.o.b. California and Grape Streets, San Diego, California.

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

For the price of Twelve and 34/100 Dollars (\$12.34) per 100#, exclusive of reels, F.o.b. City spur track at California and Grape Streets, San Diego, California. The sum of Three and 50/100 Dollars (\$3.50) to be charged to the City for each reel, and the sum of \$3.50 to be paid by the contractor to the City for each empty reel returned to said contractor f.o.b. San Francisco.

Said contractor agrees to begin delivery of said material within 14 days from and after the date of the execution of this contract, and to complete said delivery on or before the 2nd day of Nov., 1925.

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

The sum of Twelve and 34/100 Dollars (\$12.34) per 100#, exclusive of reels; the sum of Three and 50/100 Dollars (\$3.50) to be charged to the City for each reel, and the sum of \$3.50 to be paid by the contractor to the City for each empty reel returned to said contractor f.o.b. San Francisco.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and

directed by resolution of said 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 said execution, and the said contractor has caused this instrument to be executed by its proper officer thereunto duly authorized, and its corporation name and seal to be hereunto affixed, this 26th day of October, 1925.

(SEAL) ATTEST:

ALLEN H. WRIGHT,
City Clerk
FRED W. SICK
Deputy

By

THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
HARRY K. WEITZEL
Members of the Common Council.

correct copy of 45 Reel No. 180756

MACHINERY PIPE and SUPPLY CO.
Per M. B. Hart., Sect. Contractor Secty.

I hereby approve the form of the foregoing contract, this 16th day of October,

S. J. HIGGINS
City Attorney

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That GENERAL CHEMICAL COMPANY, 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 Six hundred forty Dollars (\$640.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of October, 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 The City of San Diego eighty (80) tons of Sulphate of Alumina (2 cars of 80,000 pounds each); in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST:

PAUL J. EMME
Subscribed & sworn to before me by
Phil A. Olson this 24th day of Oct.
1925.
STATE OF CALIFORNIA ,)
COUNTY OF LOS ANGELES,) ss.

GENERAL CHEMICAL CO.
PHIL. A. OLSON, Branch Mgr.
Principal
THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK (SEAL)
By CECILIA STORY, Attorney
Surety.

On this 24th day of October 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

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

(SEAL)

I hereby approve the form of the within Bond, this 23rd day of October, 1925.

City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 26th day of October, 1925.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
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, State of California, this 24th day of October, 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, and hereinafter sometimes designated as the City, and GENERAL CHEMICAL COMPANY, of Los Angeles, 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:

Eighty (80) tons of Sulphate of Alumina (2 cars of 80,000 pounds each, in accordance with the following specifications:

- (1) Not less than 99% shall be soluble in cold water at 21°C;
- (2) Insoluble matter not soluble in cold water at 21° C shall not exceed 1%;
- (3) Alumina content (Al₂O₃), analyzed gravimetrically from water soluble portion shall not be less than 17%;
- (4) Arsenic content (As) shall not exceed .001% in shipment as received;
- (5) Lump form;
- (6) Packed in paper-lined burlap sacks of 250 pounds each
- (7) Delivery: f.o.b. California and Grape Streets, San Diego, California.

One car one week after signing of contract, and one car two weeks after signing of contract.

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

80 tons of Sulphate of Alumina, at \$1.60 per cwt.

Said contractor agrees to begin delivery of said material within one week from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 1925.

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

The sum of \$1.60 per cwt. for 80 tons of Sulphate of Alumina.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor has caused this instrument to be executed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT
City Clerk
By FRED W. SICK,
Deputy

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
HARRY K. WEITZEL
DON M. STEWART
Members of the Common Council.
GENERAL CHEMICAL CO., Contractor
By PHIL. A. OLSON, Branch Mgr.

(SEAL) ATTEST:

PAUL J. EMME
Subscribed & sworn to before me by
Phil. A. Olson this 24th day of Oct.,
1925.

I hereby approve the form of the foregoing contract, this 23rd day of October, 1925.
S. J. HIGGINS

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with General Chemical Company for the purchase of eighty tons of Sulphate of Alumina, being Document No. 180757.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr Deputy.

LEASE

THIS LEASE, made and entered into this 9th day of November, 1925, 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, 1925, 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.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
Members of the Common Council
Lessor

By FRED W. SICK,
Deputy

H. D. ALLEN
Lessee.

I hereby approve the form of the foregoing Lease, this _____ day of October, 1925.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, Jr.,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of lease with H. D. Allen for the lease of Pueblo Lot 1102, being Document No. 180134.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Wadstrom Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That ROBT. H. WINN COMPANY, as Principal, and _____ 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 ONE HUNDRED FORTY-FIVE Dollars (\$145.00), 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 _____ day of November, 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: One Carload of Colton Portland Cement, f.o.b. cars on spur track of City of San Diego at California and Grape Streets, 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.

ROBT. H. WINN CO.

ROBT. H. WINN

Principal

ATTEST:

GEO. L. MYARS

WM. DARBY

W. R. DARBY

Sureties

I hereby approve the form of the within Bond, this 16th day of November, 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 November, 1925.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

DON M. STEWART

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 16th day of November, 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, and hereinafter sometimes designated as the City, and

ROBT. H. WINN COMPANY

party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

220 - Barrels (880) of Colton Portland Cement in serviceable cloth sacks, f.o.b. cars on spur track of the City of San Diego at California and Grape Streets, San Diego, California, for the price of Sixty-five cents (\$0.65) 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 Colton, California, freight prepaid, subject to factory count and inspection, and no credit allowed on wet sacks; the sum of eight (8) cents to be paid by the contractor to the City for each empty sack returned to said contractor at his warehouse 845 West Broadway, San Diego, California.

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

For the price of SIXTY-FIVE CENTS (\$0.65) per sack, net, inclusive of sacks, f.o.b. cars spur track of City at California and Grape Streets, San Diego, Calif.

Said contractor agrees to begin delivery of said material ^{within} seven (7) days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 1925.

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

The sum of SIXTY-FIVE CENTS (\$0.65) per sack, net, inclusive of sacks,

Said contractor hereby agrees that it will be bound by each and every part of this

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

It is mutually agreed by and between the parties hereto that in no cases 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 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 said 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 officer, thereunto duly authorized, the day and year in this agreement first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT

By FRED W. SICK
City Clerk
Deputy

ATTEST:

C. C. RHOSER

Depy City Auditor

I hereby approve the form of the foregoing contract, this 13th day of November, 1925.

S. J. HIGGINS

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Robt. H. Winn Company for the purchase of 220 barrels Colton Portland Cement, being Document No. 181513.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That J. A. HUNT of 4123 Colonial Avenue, E. San Diego, Cal., as Principal 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 THREE THOUSAND FOUR HUNDRED Dollars (\$3400.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of November, 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 all labor, material and equipment, with the exception of Portland cement which will be furnished by the City of San Diego, for the construction at Muncipal Pier No. 2 of the following units:

Offices located on South side of main entrance

Offices located on North side of main entrance

One Stevedore's toilet

all in accordance with the plans and specifications therefor contained in Document No. 180514 on file in the Office of the City Clerk of said City,

referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

MAE WILLIAMS

J. A. HUNT, Principal

SOUTHERN SURETY COMPANY, Surety (SEAL)

By DONALD B. GOLDSMITH

Attorney-in-Fact.

I hereby approve the form of the within Bond, this 16th day of November, 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 November, 1925:

(SEAL) ATTEST:

By ALLEN H. WRIGHT

City Clerk

FRED W. SICK,

Deputy

State of California)

County of San Diego) SS.

City of San Diego)

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

DON M. STEWART

Members of the Common Council

On this 14th day of November, 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.

(SEAL)

My Commission Expires
Dec. 14, 1925.

ALICE GREEN

Notary Public

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 J. A. HUNT of 4123 Colonial Ave., E. San Diego, Cal., as Principal, 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, 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 SIXTY-NINE HUNDRED Dollars (\$6900.00), 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 14th day of November 1925.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named J. A. HUNT 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 expenses of every kind and description necessary or incidental to the construction at Municipal Pier No. 2 of the following units:

- Offices located on South^{side} of main entrance,
- Offices located on North side of main entrance,
- One Stevedore's toilet,

all in accordance with the plans and specifications therefor contained in Document No. 180514 on file in the Office of the City Clerk of said City, 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 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:

ATTEST:
MAE WILLIAMS

J. A. HUNT
Principal
SOUTHERN SURETY COMPANY, Surety (SEAL)
By DONALD B. GOLDSMITH
Attorney-in-Fact.

State of California)
County of San Diego) SS.
City of San Diego)

On this 14th day of November, 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.

(SEAL)
My Commission Expires
Dec. 14, 1925.

ALICE GREEN
Notary Public

I hereby approve the form of the within Bond, this 16th day of November, 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 November, 1925.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
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 16th day of November, 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, and hereinafter sometimes designated as the City, and J. A. HUNT, 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 at Municipal Pier No. 2 of the following units:
- Offices located on south side of main entrance,
- Offices located on North side of main entrance,
- One Stevedore's toilet.,

all in accordance with the plans and specifications therefor contained in Document No. 180514 on file in the Office of the City clerk of said City,

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

- Item 1: Constructing offices on the South side of the entrance to Pier No. 2, the sum of - - - - - \$6348.83.

- Item 2: Constructing offices on the North side of the entrance to
Pier No. 2, the sum of - - - - - \$6446.92
- Item 3: Constructing one stevedores' toilet on Pier No. 2, the sum
of - - - - - \$660.97

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: The sum of THIRTEEN THOUSAND FOUR HUNDRED FIFTY-SIX and 72/100 DOLLARS (\$13,456.72).

said payments to be made as follows:

The Consulting Harbor Engineer shall, at the end of each fifteen days 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 Consulting Harbor 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 Consulting Harbor 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 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 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 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 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 FRANK G. WHITE, Consulting Harbor 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 said 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 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 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 Consulting Harbor 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 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 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 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

L. C. MAIRE

DON M. STEWART

Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

ATTEST:
MAE WILLIAMS

J. A. HUNT
Contractor

I hereby approve the form of the foregoing Contract this 13th day of November, 19-25.

S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. A. Hunt for Offices on Municipal Pier No. 2, being Document No. 181512.

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

By *August M. Wadstrom* Deputy.

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND FIVE HUNDRED Dollars (\$2500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of November, 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 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:

The paving and grading and construction of sidewalk, curb and apron on Juniper Street, in the City of San Diego, California; all in accordance with the specifications therefor contained in Document No. 180335 on file in the Office of the City Clerk of said City.

referred to in said contract, and for the contract price therein set forth.

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

ATTEST: V. WANKOWSKI

H. H. PETERSON
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 ss.
COUNTY OF SAN DIEGO)

On this 16th day of November 1925, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared GEO. D. EASTON and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said GEO. D. EASTON, and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS MY HAND and seal the day and year in this certificate first above written.

(SEAL)
CLARENCE A. MOORE
Notary Public, in and for said County and State.
I hereby approve the form of the within Bond, this 16th day of November, 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 November, 1925.

(SEAL) ATTEST:
By ALLEN H. WRIGHT
City Clerk.
FRED W. SICK
Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
Members of the Common Council.

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 H. H. PETERSON, 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, 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 FIVE THOUSAND Dollars (\$5000.00), 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 16th day of November, 1925.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named H. H. PETERSON 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 grading, paving and construction of sidewalk, curb and apron on Juniper Street, in the City of San Diego, California; all in accordance with the specifications therefor contained in Document No. 180335 on file in the Office of the City Clerk of said City, 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 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:

ATTEST: V. WANKOWSKI

H. H. PETERSON
Principal
MARYLAND CASUALTY COMPANY
Surety.
By GEO. D. EASTON
Its Attorney In Fact

(SEAL) ATTEST:
F. F. EDELEN
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this _____ day of _____ 192_, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said _____ and _____ as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL)

CLARENCE A. MOORE
Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this 16th day of November, 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 November, 1925.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
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 16th day of November, 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, and hereinafter sometimes designated as the City, and H. H. PETERSON party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and 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 grading, paving and construction of sidewalk, curb and apron on Juniper Street, in the City of San Diego, California; all in accordance with the specifications therefor contained in Document No. 180335 on file in the Office of the City Clerk of said City,

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

6" concrete paving, per square foot	-\$0.183
Sidewalk, per square foot	.20
Curb, per lineal foot	.80
80' of apron, complete	-\$80.00
Excavation, per cubic yard	.40
Embankment, per cubic yard	.10

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of NINE THOUSAND TWENTY-TWO and 83/100 DOLLARS (\$9022.83).

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, 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 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 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 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 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 said 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 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 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 _____ to be outside the requirements of this contract, or considers any record or ruling of the City Engineer, as unfair _____ 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 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 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
L. C. MAIRE
DON M. STEWART
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK, Deputy.

H. H. PETERSON
Contractor
S. J. HIGGINS
City Attorney

I hereby approve the form of the foregoing Contract this 13th day of November, 1925.

B O N D
KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING COMPANY, as Principal and ROYAL INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED FORTY Dollars (\$940.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of December, 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 Pave the approaches to the Old Town Bridge, at Old Town, in The City of San Diego, California, in accordance with the plans and specifications filed in the Office of the City Clerk of the City of San Diego under Document No. 182680, referred to in said contract, and for the contract price therein set forth.

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

R. E. HAZARD CONTRACTING CO.
By R. E. HAZARD
Principal
ROYAL INDEMNITY COMPANY
BY RALPH E. BACH
Its Attorney-in-Fact. (SEAL)
Surety

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On this 30th day of December in the year one thousand nine hundred and twenty-five before me, Lucille Macy a Notary Public in and for said County, State aforesaid, residing

therein, duly commissioned and sworn, personally appeared Ralph E. Bach known to me to be the Attorney in Fact of the ROYAL INDEMNITY COMPANY the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he 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 the said County, the day and year in this certificate first above written.
(SEAL)

My Commission expires
March 27th, 1929.

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

I hereby approve the form of the within Bond, this 5th day of January, 1926.

LUCILLE MACY

S. J. HIGGINS

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 4th day of January, 1926.

(SEAL) ATTEST:

By ALLEN H. WRIGHT

City Clerk

FRED W. SICK

Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

DON M. STEWART

Members of the Common Council.

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 R. E. HAZARD CONTRACTING COMPANY, as Principal, and ROYAL INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, 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 EIGHTEEN HUNDRED SEVENTY-FIVE Dollars (\$1875.00), 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 30th day of December, 1925.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named R. E. HAZARD 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 paving of the approaches to the Old Town Bridge, 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, 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 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:

R. E. HAZARD CONTRACTING CO.

By R. E. HAZARD

Principal.

ROYAL INDEMNITY COMPANY, Surety

BY RALPH E. BACH

(SEAL)

Its Attorney-in-Fact.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On this 30th day of December in the year one thousand nine hundred and twenty-five before me, Lucille Macy a Notary Public in and for said County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared Ralph E. Bach known to me to be the Attorney in Fact of the ROYAL INDEMNITY COMPANY the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he 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 the said County, the day and year in this certificate first above written.

LUCILLE MACY

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

(SEAL)

My commission expires
March 27th, 1929.

I hereby approve the form of the within Bond, this 5th day of January, 1926.

S. J. HIGGINS

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 4th day of January, 1926.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

DON M. STEWART

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 ___ day of ___, 192_, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and R. E. HAZARD CONTRACTING COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to

said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The paving of the approaches to the Old Town Bridge, at Old Town, in The City of San Diego, California, in accordance with the plans and specifications filed in the office of the City Clerk of the City of San Diego under Document No. 182680.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: For the sum of Three Thousand Seven Hundred Fifty Dollars (\$3750.00).

Said contractor agrees to commence said work within five days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within twenty (20) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: The sum of Three Thousand Seven Hundred Fifty Dollars (\$3750.00), 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, 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 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 _____ 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 said 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 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 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 _____, 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 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 in this agreement first above written.

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

DON M. STEWART

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK
Deputy.

R. E. HAZARD CONTRACTING CO.
By R. E. HAZARD
Contractor.

I hereby approve the form of the foregoing Contract this 29th day of December, 1925.

S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with the R. E. Hazard Contracting Company, for paving the approaches to the Old Town Bridge, being Document No. 183526.

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

By *August M. Madstrom* Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, 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 Dollars (\$100.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of February, 1926.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Construct a sewer on F Street, in the City of San Diego, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST: E. F. WATSON, JR.

Attest:

By

H. H. PETERSON, Principal
MARYLAND CASUALTY COMPANY, Surety
GEO. D. EASTON
Its Attorney In Fact
F. F. EDELEN
Its Attorney In Fact
S. J. HIGGINS, City Attorney

I hereby approve the form of the within Bond, this 8th day of February, 1926.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 8th day of February, 1926.

(SEAL) ATTEST:

By ALLEN H. WRIGHT
City Clerk

FRED W. SICK

Deputy

STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council

On this 8th day of February 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Geo. D. Easton and F. F. Edelen known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said Geo. D. Easton and F. F. Edelen as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

(SEAL) WITNESS my hand and seal the day and year in this certificate first above written.
CLARENCE A. MOORE

Notary Public, in and for said County and State.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, 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, 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 TWO HUNDRED Dollars (\$200.00), 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 _____ day of February, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named H. H. PETERSON 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 of a sewer on F Street, in the City of San Diego, California,

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

NOW, THEREFORE, 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 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

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;
(SEAL) ATTEST: E. P. WATSON JR.

Attest
H. H. PETERSON
Principal
MARYLAND CASUALTY COMPANY
GEO. D. EASTON, Surety.
Its Attorney In Fact
By F. F. EDELEN
Its Attorney In Fact
I hereby approve the form of the within Bond, this 8th day of February, 1926.
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 February, 1926.
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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 February, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and H. H. PETERSON party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The construction of a sewer on F Street, in the City of San Diego, California, in accordance with the plans and specifications therefor contained in Document No. 184441, on file in the Office of the City Clerk.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: For the sum of FOUR HUNDRED DOLLARS (\$400.00).

Said contractor agrees to commence said work within 15 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within sixty (60) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: The sum of FOUR HUNDRED DOLLARS (\$400.00) 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 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 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 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 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 said 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 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 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 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 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
L. C. MAIRE
DON M. STEWART
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.
ATTEST: E. P. WATSON, JR.

H. H. PETERSON, Contractor.
S. J. HIGGINS, City Attorney.

I hereby approve the form of the foregoing Contract this 5th day of February, 1926.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with H. H. Peterson for Constructing Sewer in F Street, being Document No. 184979.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.

L E A S E

THIS LEASE, made and entered into this 18th day of January, 1926, 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, 1925, - to-wit, to and including the 13th day of September, 1926.

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
L. C. MAIRE
DON M. STEWART
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.

I hereby approve the form of the foregoing lease) this 1st day of December, 1925.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Mrs. S. B. Ames, for Lot 151 of Morena, being Document No. 182132.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.

L E A S E

THIS INDENTURE OF LEASE, made this 21st day of December, 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 authority conferred by Ordinance No. 10217 of the ordinances of The City of San Diego, authorizing the execution of this lease, and GRACE B. DIFFENDORF, hereinafter designated as the Lessee, WITNESSETH:

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

That portion of Pueblo Lot 1336 of the Pueblo Lands of The City of San Diego described as follows: Beginning at a point on the northerly line of Pueblo Lot 1336 distant 330 feet westerly from the northeast corner of said Pueblo Lot; thence North 89°42'40" west along the northerly line of said Pueblo Lot a distance of 1000 feet to a point; thence south 38°43'10" east, 552.35 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 easterly line of said Pueblo Lot; thence north 0°23'13" east along the easterly line of said Pueblo Lot a distance of 1508 feet to a point; thence North 45°22' west, 460.67 feet to the place of beginning;

Also, those portions of Pueblo Lot 1329 particularly described as follows: Beginning at a point on the division line between Pueblo Lots 1329 and 1359, distant 220 feet northerly from the southwest corner of Pueblo Lot 1359; thence North 15°0' west along said division line a distance of 1374 feet to a point; thence south 35°30'30" west, 497.72 feet to a point; thence south 76°28'50" west, 210.57 feet to a point; thence south 15°34' east, 335.08 feet to a point; thence south 4°33'20" west, 396.82 feet to a point; thence south 62°48'10" east 560.06 feet to a point; thence north 72°52'50" east, 309.98 feet to the place of beginning; also, beginning at a point on the easterly line of Pueblo Lot 1329 distant 235 feet southerly from the northwest corner of Pueblo Lot 1357; thence south 15°26'10" east along the easterly line of Pueblo Lot 1329 a distance of 260 feet to a point; thence south 76°30'40" west, 1059.33 feet to a point; thence north 52°31'30" west, 373.37 feet to a point; thence north 61°44' west, 247.26 feet to a point on the northerly line of Pueblo Lot 1329; thence north 74°59'30" east along the northerly line of Pueblo Lot 1329, a distance of 1464 feet to a point; thence south 39°26'30" east, 258.11 feet to the place of beginning,

For a term beginning January 1, 1926, and ending on the 31st day of December, 1926, at a rental of Fifty Dollars (\$50.00) for said term, 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 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 she 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 Lessee further covenants and agrees that she will not assign her interest in said lease or in the lands hereby leased, and that she 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 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 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 her signature, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

GRACE B. DIFFENDORF, Lessee

L E A S E

THIS AGREEMENT, made and entered into this 21st day of December, 1925, 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,

for a term commencing November 1st, 1925, to and including the 31st day of October, 1926, at a rental for said period, of Thirty Dollars (\$30.00), payable in advance on the first day of said term.

It is further agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises or any part thereof, without permission of the Common Council of the said The City of San Diego.

It is further agreed by and between the parties hereto that the above described land is leased to said Lessee for agricultural purposes and for no other purpose or purposes.

The said Lessee does hereby covenant and promise and agree that he will till not less than twenty-five acres of land in said Pueblo Lot, and shall keep said premises in repair, reasonable wear and damage by the elements excepted.

And it is further agreed that if any rent shall be due and unpaid or any default

shall be made in any of the covenants herein contained, then it shall be lawful for the said City to re-enter said premises and remove all persons therefrom.

And the said Lessee does hereby covenant, promise and agree to pay the said City the said rent in the manner herein specified, and that at the expiration of said term the said Lessee will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted, and the said City does hereby covenant, promise and agree that the said Lessee, paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

IN WITNESS WHEREOF, the said City has caused these presents to be executed by a majority of the members of the Common Council of said City, and the said Lessee has hereunto set his hand the day and year first above written.

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

DON M. STEWART

Members of the Common Council
Lessor

WILLIAM DILLOW

Lessee

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

FRED W. SICK

Deputy

LEASE

THIS INDENTURE, made this 18th day of January, 1926, 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. 10262 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, 1925, 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

L. C. MAIRE

DON M. STEWART

Members of the Common Council.

G. H. LEWIS

Lessee.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK,

Deputy

LEASE

THIS LEASE, made this 1st day of February, 1926, 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. 10302 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 the period of one year, beginning December 31st, 1925, and ending on December 31st, 1926, 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 covenants, 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 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

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK
Deputy

Members of the Common Council.
Lessor
J. J. RICHERT
Lessee.

THIS AGREEMENT OF LEASE, made and entered into as of the first day of December, 1925, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated lessor, (whether one or more) and F. C. FOSTER of San Diego County, California, hereinafter designated lessee (whether one or more), WITNESSETH That the lessor, for and in consideration of the payment of the rents to be paid by the lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that real property particularly described under the heading "Parcel 37" of "Part One" of that certain Indenture entitled "Lease and Option to Purchase", executed by and between SAN DIEGUITO WATER COMPANY, a private corporation, and the CITY OF SAN DIEGO, a municipal corporation, and dated October 5th, 1925; attached hereto, marked "Exhibit A", and by this reference made a part hereof, is a copy of said description as contained in said "Parcel 37" of the above mentioned "Lease and Option Agreement."

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of eleven (11) months commencing on the first day of December, 1925, and ending on the 31st day of October, 1926, and for the total rental of \$275.00, payable in installments as follows: \$125.00 on the signing of this lease, \$150.00 on June 1, 1926.

In consideration of the premises the lessee agrees with the lessor as follows:

(a) That the lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that lessee will at all times, and at lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give to the lessee at least 30 days' notice of lessor's intention so to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed; if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof; and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

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

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and the year first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

THE CITY OF SAN DIEGO
By JNO. A. HELD
L. C. MAIRE
DON M. STEWART
F. C. FOSTER

I hereby approve the form of the foregoing Lease, this 15th day of December, 1925.

/ I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with F. C. Foster, being Document No. 182942.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Madstrom* Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the first day of December, 1925, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated lessor, (whether one or more) and C. O. HARBELL, of San Diego County, California, hereinafter designated lessee (whether one or more), WITNESSETH That the lessor, for and in consideration of the payment of the rents to be paid by the lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that portion of the following described property lying east of the east line of Rancho San Bernardo and below an elevation of 395 feet above sea level according to the United States Geological Survey datum;

Lots One (1), Two (2), Three (3) and Four (4) of Section 12, Township 13 South, Range 2 West; West Half (W $\frac{1}{2}$) of Section 7, Township 13 South, Range 1 West, S.B.M.

Excepting therefrom that portion of Lot One (1) of said Section 7, Township 13 South, Range 1 West, conveyed by Stephen F. Wood to T. R. Crawford, John A. Hassler and J. W. Donovan, Trustees of Glenella School District, by deed dated October 3, 1891, recorded November 16, 1891, in Book 192, page 98 of Deeds.

Also excepting therefrom that portion of Lot Two (2) of said Section 7 described as follows: Commencing at a point eight (8) rods West of the Northeast Corner of said Lot Two (2), running thence South five (5) rods, thence West Sixteen (16) rods, thence North Five (5) rods, thence East sixteen (16) rods to the point of commencement.

Reserving unto the lessor the right to flood with and store water upon any of the above described land lying below an elevation of 330 feet above sea level, U.S.G.S. datum. In case the right so to flood and store water is exercised, the rent hereinafter provided for shall be reduced in proportion to the area so flooded, with reference to the total area above described, such adjustment of rental to be applied only, however, when resulting from additional construction to the dam at Lake Hodges, and from the time such work is completed.

Subject, however, to any rights of Ed Fletcher, of San Diego, California, to remove buildings and/or other improvements situated on that portion of Lot 2 of said Sec. 7, lying above an elevation of 330 feet above sea level, according to U.S.G.S. datum.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three (3) years commencing on the 1st day of December, 1925, and ending on the 30th day of November, 1928, and for the total rental of \$3600.00, payable in installments as follows:

\$200.00 on the signing of this lease;

100.00 on the 1st day of January, 1926, and \$100.00 on the 1st day of each month thereafter until said sum of \$3600.00 has been paid; subject, however, to such deduction from said rental as may be made under the provisions hereinabove set forth.

In consideration of the premises the lessee agrees with the lessor as follows:

(a) That the lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that lessee will at all times, and at lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof; lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give the lessee at least 30 days' notice of lessor's intention so to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed; if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

IT IS FURTHER UNDERSTOOD AND AGREED that if the lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the lessee to be kept, observed or performed, lessee will in such case pay to the lessor the expenses and costs incurred by the lessor in any action which may be commenced by the lessor based on,

or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and the year first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK,

THE CITY OF SAN DIEGO

By JNO. A. HELD

L. C. MAIRE

DON M. STEWART

C. O. HARBELL.

Deputy (I hereby approve the form of the foregoing Lease, this 15th day of December, 1925.

S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with C. O. Harbell, being Document No. 182943.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Madstrom Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into as of the 1st day of December 1925, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated lessor (whether one or more) and CHAS. E. SMITH hereinafter designated lessee (whether one or more), WITNESSETH That the lessor, for and in consideration of the payment of the rents to be paid by the lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that portion of Rancho San Bernardo in the County of San Diego, State of California, lying above the 315 foot contour of Lake Hodges Reservoir and below the 395 foot contour United States Geological Survey datum, particularly described as follows:

Beginning at the intersection of the East line of the Mary L. Chapman Tract with the 315 foot contour line of Lake Hodges Reservoir, said intersection known as 315 foot contour point No. 726 as per map No. A 232, filed in the office of the San Dieguito Water Co. 724 So. Spring St. Los Angeles, California.

Thence following said 315 foot contour line of Lake Hodges Reservoir to 315 foot contour point No. 656, thence S 47° E for 1600 feet more or less to a point on the North end of bridge crossing Green Valley Creek, thence S 14° 30' E for 350 ft. more or less to a point of intersection with the 395 foot contour U.S.G.S. datum, thence following 395 foot contour in a Southeasterly direction crossing Green Valley Creek thence continuing on said 395 foot contour in a Northwesterly direction crossing the said East line of the Mary L. Chapman Tract and continuing on said 395 foot contour which returns and intersects the East line of the said Mary L. Chapman Tract, thence following the East line of the Mary L. Chapman tract N 11°48' E to the point of beginning. Containing 253 acres more or less.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of Ten Months commencing on the 1st day of December, 1925, and ending on the 30th day of September, 1926, and for the total rental of

(a) One-fifth of all crops raised on the premises, delivered to lessor f.o.b. Escondido, California, and hay crop to be baled before delivery. (Title to all crops remains vested in parties hereto as tenants in common, in aforesaid proportions, until date of aforesaid delivery or until sooner termination of this lease); also

(b) \$50.00 for rental of pasture land, to be paid at the time of crop settlement.

In consideration of the premises the lessee agrees with the lessor as follows:

(a) That the lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that lessee will at all times, and at lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give to the lessee at least 30 days' notice of lessor's intention so to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed; if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and

improvements thereon.

It is agreed that if any default shall be made by the lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

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

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and the year first above written.

THE CITY OF SAN DIEGO

By JNO. A. HELD

L. C. MAIRE

DON M. STEWART

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

CHAS. E. SMITH

I hereby approve the form of the foregoing lease, this 15th day of December, 1925.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Chas. E. Smith, being Document No. 182945.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Wadstrom Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into as of the first day of December, 1925, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated lessor, (whether one or more) and EUGENE BOYLE of San Diego County, California, hereinafter designated lessee (whether one or more), WITNESSETH That the lessor, for and in consideration of the payment of the rents to be paid by the lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

The Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4), and the West half (W 1/2) of the Northwest quarter (NW 1/4), of Section thirty-two (32), Township Twelve (12) South, Range One (1) West, S.B.M.

Also commencing at a point fifty (50) yards South of the Northeast corner of the Southwest quarter (SW 1/4) of said Section thirty-two (32), Township Twelve (12) South, Range One (1) West, S.B.M., and running thence West one hundred fifty-six (156) yards, thence South Eight hundred thirty (830) yards, thence East one hundred fifty-six (156) yards, thence North eight hundred thirty (830) yards to the point of commencement.

Excepting from the above described property the following described portion thereof; Commencing at the Northeast corner of the Southwest quarter (SW 1/4) of said Section Thirty-two (32), Township Twelve (12) South, Range One (1) West, S.B.M., thence East twenty-five (25) feet, thence South one hundred seventy-five (175) feet, thence West four hundred ninety three (493) feet; thence North twenty-five (25) feet, thence East four hundred sixty-eight (468) feet, thence North one hundred fifty (150) feet to the point of commencement.

Subject, however, to the right and easement as granted by Norma Hall to San Diego Consolidated Gas & Electric Company, a corporation, by an instrument dated July 2, 1918, and recorded November 18, 1918, in Book 770, page 30 of Deeds, Official Records of San Diego County, California.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of five years commencing on the first day of December, 1925, and ending on the 30th day of November, 1930, and for the total rental of \$2500.00, payable in installments as follows:

\$250.00 on signing this lease
\$250.00 on June 1, 1926

\$250.00 on Dec. 1, 1928
250.00 on June 1, 1929

\$250.00 on Dec. 1, 1926
250.00 on June 1, 1927

\$250.00 on Dec. 1, 1929
250.00 on June 1, 1930

\$250.00 on Dec. 1, 1927
250.00 on June 1, 1928

In consideration of the premises the lessee agrees with the lessor as follows:

(a) That the lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that lessee will at all times, and at lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give to the lessee at least 30 days' notice of lessor's intention so

to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed; if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

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

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and the year first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

I hereby approve the form of the foregoing lease, this 15th day of December, 1925.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Eugene Boyle, being Document No. 182947.

THE CITY OF SAN DIEGO
By JNO. A. HELD
L. C. MAIRE
DON M. STEWART

EUGENE BOYLE

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the first day of December, 1925, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated lessor, (whether one or more) and C. A. JUDSON of San Diego County, California, hereinafter designated lessee (whether one or more), WITNESSETH That the lessor, for and in consideration of the payment of the rents to be paid by the lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that real real property particularly described under the heading "Parcel 47," of "Part One" of that certain Indenture entitled "Lease and Option to Purchase", executed by and between SAN DIEGUITO WATER COMPANY, a private corporation, and the CITY OF SAN DIEGO, a municipal corporation, and dated October 5th, 1925; attached hereto, marked "Exhibit A", and by this reference made a part hereof, is a copy of said description as contained in said "Parcel 47" of the above mentioned "Lease and Option Agreement."

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of five (5) years commencing on the first day of December, 1925, and ending on the 30th day of November, 1930, and for the total rental of \$4500.00, payable in installments as follows:

\$250.000 on signing of this lease	\$450.00 on Dec. 1, 1927
200.00 on March 1, 1926	450.00 on June 1, 1928
450.00 on June 1, 1926	450.00
	\$450.00 on Dec. 1, 1928
\$450.00 on Dec. 1, 1926	450.00 on June 1, 1929
450.00 on June 1, 1927	
	\$450.00 on Dec. 1, 1929
	450.00 on June 1, 1930.

In consideration of the premises the lessee agrees with the lessor as follows:
(a) That the lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that lessee will at all times, and at lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.
(b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage

by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give to the lessee at least 30 days' notice of lessor's intention so to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed; if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

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

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and the year first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

THE CITY OF SAN DIEGO

By JNO. A. HELD

L. C. MAIRE

DON M. STEWART

CHAS A. JUDSON

I hereby approve the form of the foregoing lease, this 15th day of December, 1925.

S. J. HIGGINS, CITY ATTORNEY.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with C. A. Judson, being Document No. 182948.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Kadstrom* Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the first day of December, 1925, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated lessor, (whether one or more) and W. N. BRADBURY, of the County of San Diego, California hereinafter designated lessee (whether one or more), WITNESSETH That the lessor, for and in consideration of the payment of the rents to be paid by the lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

The South half (S 1/2) of the Northeast quarter (NE 1/4) of Section Thirty one (31), Township Twelve (12) South, Range One (1) West, S.B.M.

Excepting from the above described property all that portion thereof lying and being above an elevation of three hundred ninety-five (395) feet above sea level according to the United States Geological Survey datum.

Subject, however, to

(a) The rights of the public to use that portion of the hereinbefore described property lying within Old Survey No. 97, and within the County Highway known as Route No. 15, Division 1, all as shown upon the original records in the office of the County Surveyor of San Diego County; and

(b) The perpetual right and easement to enter upon the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section Thirty-one (31), hereinbefore described, for the purpose of placing, constructing, repairing and maintaining and using poles and to string and place upon such poles wires for the transmission of electric current for all purposes for which it may be used, etc., as granted by Henry B. Pratt and Katherine Maria Pratt, to the San Diego Consolidated Gas & Electric Company, a corporation, by an instrument dated July 12, 1918, and recorded in Book 770, page 32 of Deeds.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of eleven (11) months commencing on the first day of December, 1925, and ending on the 31st day of October, 1926, and for the total rental of \$412.50, payable in installments as follows:

December 1, 1925, \$100.00 on signing of this lease

February 1, 1926, 100.00

May 1, 1926, 212.50

In consideration of the premises the lessee agrees with the lessor as follows:

That the lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that lessee will at all times, and at lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition;

that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give to the lessee at least 30 days' notice of lessor's intention so to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed; if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

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

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and the year first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy

I hereby approve the form of the foregoing Lease, this 15th day of December, 1925.

THE CITY OF SAN DIEGO

By JNO. A. HELD

L. C. MAIRE

DON M. STEWART

W. N. BRADBURY

S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with W. N. BRADBURY, being Document No. 182949.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the first day of December, 1925, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated lessor, (whether one or more) and J. B. ASHBY, of San Diego County, California, hereinafter designated lessee (whether one or more), WITNESSETH That the lessor, for and in consideration of the payment of the rents to be paid by the lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that portion of that certain tract of land designated as "M. Barnett" Tract of the Rancho San Bernardo in the County of San Diego, State of California, according to the map thereof in Book 22 Page 462 of Patents, filed in the office of the County Recorder of San Diego County, lying above an elevation of three hundred thirty (330) feet above sea level according to the United States Geological Survey datum, contiguous to Lake Hodges Reservoir site and within the following described boundaries:

Beginning at the intersection of the Northerly line of the said "M. Barnett" Tract with the center line of the County Road known as County Highway Mission Road No. 1-A, a map of which road is on file in the office of the County Surveyor of San Diego County, California, and running thence with the said center line of Mission Road No. 1-A in a Southerly direction to its intersection with the centerline of County Road known as County Highway Relocation, Route No. 3, Division No. 1, a map of which road is on file in the office of the County Surveyor of San Diego County, California; running thence with the center line of Relocation Route No. 3, Division No. 1, to a point, said point being Station 213 plus 12.4 of said Relocation Route No. 3, Division No. 1; thence leaving the said center line of said road and running South 76°03' West to a point of intersection with the three hundred ninety-five (395) foot contour according to United States Geological Survey datum, thence following said three hundred ninety-five (395) foot contour in a northwesterly direction to a point of intersection with the said North line of the "M. Barnett" Tract, thence following said North line of the "M. Barnett" Tract to the point of beginning.

EXCEPTING therefrom all public roads. Also, excepting eucalyptus grove in North-west corner of the above described premises. Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of ten (10) months commencing on the first day of December, 1925, and ending on the 30th day of September, 1926, and for the total rental as follows:

One-fifth (1/5) of the hay crop raised on the above described lands, baled and delivered to the so-called "Barnett" barn. (Title to all crops remains vested in parties hereto as tenants in common, in aforesaid proportions, until date of aforesaid delivery or until sooner termination of this lease) In consideration of the premises the lessee agrees with the lessor as follows:

(a) That the lessee will pay the rental promptly at the times when the same shall become payable, as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that lessee will at all times, and at lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give to the lessee at least 30 days' notice of lessor's intention so to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed; if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

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

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and the year first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

THE CITY OF SAN DIEGO
By JNO. A. HELD
L. C. MAIRE
DON M. STEWART

J. B. ASHBY

"I hereby approve the form of the foregoing lease, this 15th day of December, 1925.
S. J. HIGGINS, CITY ATTORNEY.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with J. B. Ashby, being Document No. 182950.

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

By *August M. Wadstrom* Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That JONES & VIRTUE, a co-partnership, as Principal and THE METROPOLITAN CASUALTY INSURANCE 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 ONE THOUSAND FOUR HUNDRED FORTY Dollars (\$1440.00), 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 heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of January, 1926.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to
Furnish all labor and material necessary for the

alteration and completion of the Rose Park Field House at Twelfth and I Streets, 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.

JONES & VIRTUE
By J. W. VIRTUE, Principal
THE METROPOLITAN CASUALTY INSURANCE
COMPANY OF NEWYORK, Surety
By R. B. ROBERTSON (SEAL)

I hereby approve the form of the within Bond, this 12 day of January, 1926.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, Jr., Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 15th day of January, 1926.

(SEAL) ATTEST:
By ALLEN H. WRIGHT
City Clerk
FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILERON
L. C. MAIRE
DON M. STEWART
Members of the Common Council.

State of CALIFORNIA) SS.
County of SAN DIEGO)

On this 11th day of January 1926 before me a Notary Public within and for said County and State, personally appeared R. B. ROBERTSON, to me personally known, who being by me duly sworn upon oath did say that he is the Agent and Attorney-in-fact of and for THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a corporation of New York, created, organized and existing under and by virtue of the laws of the State of New York; that the corporate seal affixed to the foregoing within instrument is the seal of said Company, that the said seal was affixed and the said instrument was executed by authority of its Board of Directors, and the said R. B. ROBERTSON did acknowledge that he executed the said instrument as the free act and deed of said Company.

(SEAL) ERMA M. ROBERTSON
Notary Public in and for SAN DIEGO County, Calif.

M A T E R I A L & L A B O R B O N D

KNOW ALL MEN BY THESE PRESENTS, That JONES & VIRTUE, a co-partnership, as Principal, and THE METROPOLITAN CASUALTY INSURANCE 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, 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 TWENTY-EIGHT HUNDRED EIGHTY Dollars (\$2880.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds itself, its heirs, executors, administrators jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 11th day of January, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named JONES & VIRTUE, a co-partnership 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 furnishing of all labor and material necessary for the alteration and completion of the Rose Park Field House at Twelfth and I Streets, 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, 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 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:

JONES & VIRTUE
By J. W. VIRTUE, Principal
THE METROPOLITAN CASUALTY INSURANCE
COMPANY OF NEW YORK, Surety
By R. B. ROBERTSON (SEAL)
Attorney in Fact

State of CALIFORNIA) SS.
County of SAN DIEGO)

On this 11th day of January 1926 before me a Notary Public within and for said County and State, personally appeared R. B. ROBERTSON, to me personally known, who being by me duly sworn upon oath did say that he is the Agent and Attorney-in-fact of and for THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a corporation of New York, created, organized and existing under and by virtue of the laws of the State of New York; that the corporate seal affixed to the foregoing within instrument is the seal of said Company, that the said seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said R. B. ROBERTSON did acknowledge that he executed the said instrument as the free act and deed of said Company.

(SEAL) ERMA M. ROBERTSON
Notary Public in and for San Diego County, Calif.
I hereby approve the form of the within Bond, this 12th day of January, 1926.
S. J. HIGGINS, CITY ATTORNEY
By FRANK M. DOWNER Jr., Deputy
City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 15th day of January, 1926.

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
L. C. MAIRE
DON M. STEWART

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 ___ day of ___, 192___, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and JONES & VIRTUE, a co-partnership party of the second part, and 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 alteration and completion of the Rose Park Field House at Twelfth and I Streets, San Diego, California, in accordance with the plans and specifications on file in the Office of the City Clerk of said City under Document No. 182767.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: For the sum of Five Thousand Seven Hundred Forty-five Dollars (\$5745.00).

Said contractor agrees to commence said work within three days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within ninety (90) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: The sum of Five Thousand Seven Hundred Forty-five Dollars (\$5745.00), said payments to be made as follows:

The Architect shall, at the end of each fifteen (15) days 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, seventy-five per cent. (75%) of the amount so estimated by the Architect 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 (35) days from the time that the Common Council shall be notified 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 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 ___ 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 said 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 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 ___ 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 it to be outside the requirements of this contract, or considers any record or ruling of the _____, 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 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 hereunto subscribed its name the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk

ATTEST:
FRED W. SICK
Deputy.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

JONES & VIRTUE
By J. W. VIRTUE
Contractor.

I hereby approve the form of the foregoing Contract this 4th day of January, 1926.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Jones & Virtue, being Document No. 184018.

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

By *August M. Wadstrom* Deputy.

B O N D

UNDERTAKING FOR STREET LIGHTING

Loma Portal Lighting District No. 1.

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 Hundred Dollars (\$700.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of January, 1926.

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 for the lighting of the ornamental street lights located at the intersection of Locust Street with Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street; at the intersection of Evergreen Street with Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street, and Kingsley Street; at the intersection of Willow Street with Dumas Street, Elliott Street and Freeman Street; at the intersection of Clove Street with Dumas Street and Elliott Street; along the northerly line of Chatsworth Boulevard opposite the terminations of Freeman Street, Goldsmith Street, Homer Street, Ibsen Street and James Street in Chatsworth Boulevard; and at the intersection of Kingsley Street with Chatsworth Boulevard; required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego 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.

(SEAL) ATTEST:
M. B. FOWLER
(SEAL) ATTEST:
B. J. SHAEFER
Resident Assistant Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By W. F. RABER
THE AETNA CASUALTY AND SURETY COMPANY
By FRANK A. SALMONS

I hereby approve the form of the foregoing Undertaking this 16th day of January, 1926.
S. J. HIGGINS, City Attorney.
By S. J. HIGGINS

I hereby certify that the Common Council of the City of San Diego did by Resolution No. 36435 passed and adopted on the 11th day of January, 1926, require and fix the sum of \$700.00 as the penal sum of the foregoing Undertaking.

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

(SEAL) By FRED W. SICK, Deputy

THIS AGREEMENT, made and entered into this 18th day of January, 1926, 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 intersection of Locust Street with Elliott Street, Freeman Street, Goldsmith

Street, Homer Street, Ibsen Street, James Street and Kingsley Street; at the intersection of Evergreen Street with Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street; at the intersection of Willow Street with Dumas Street, Elliott Street and Freeman Street; at the intersection of Clove Street with Dumas Street and Elliott Street; along the northerly line of Chatsworth Boulevard opposite the termination of Freeman Street, Goldsmith Street, Homer Street, Ibsen Street and James Street in Chatsworth Boulevard; and at the intersection of Kingsley Street with 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 and along the said streets within the limits above mentioned. 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, 1925, to-wit, to and including the 30th day of November, 1927.

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. 180874, 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 Five Hundred And Fifty-two Dollars (\$552.00) 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 Two Thousand Two Hundred and Eight Dollars (\$2,208.00) 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 "Loma Portal Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Two Thousand Two Hundred and Eight Dollars (\$2,208.00) shall be paid out of any other fund than said special fund designated as "Loma Portland 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 Two Hundred and Eight Dollars (\$2,208.00).

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 Fifty-two Dollars (\$552.00), 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.

(SEAL) ATTEST:
M. B. FOWLER

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By W. F. RABER
THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
L. C. MAIRE
DON M. STEWART

Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 18th day of January, 1926.

S. J. HIGGINS, City Attorney

S. J. HIGGINS.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with the S.D. Consolidated Gas & Electric Co., being Document No. 184100.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Wadstrom Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into as of the 25th day of January, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated Lessor (whether one or more) and C. O. HARBELL, hereinafter designated Lessee (whether one or more), WITNESSETH That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

Beginning at the intersection of the South boundary line of the former Fenton Ranch with the East line of Rancho San Bernardo; thence South 25°11' West along said East boundary line of Rancho San Bernardo 1477 feet to an intersection with the 395 foot U.S.G.S. contour of Hodges Reservoir; thence following in a Southerly direction said 395 foot U.S.G.S. contour of Hodges Reservoir for a distance of about 400 feet to an intersection with the East boundary line of Rancho San Bernardo; thence following said East boundary line of Rancho San Bernardo South 25°11' West 2787.2 feet to the intersection with the 395 foot U.S.G.S. contour of Hodges Reservoir; thence along said 395 foot U.S.G.S. contour of Hodges Reservoir in a northerly and westerly direction 6000 feet; thence North to an intersection with the 315 foot U.S.G.S. contour of Hodges Reservoir; thence following said 315 foot U.S.G.S. contour of Hodges Reservoir Easterly, Northerly and Westerly to an intersection with the Westerly boundary line of the former Fenton Ranch within Rancho San Bernardo; thence North 5°52' East 650 feet, more or less to an intersection with the 395 foot U.S.G.S. contour of Hodges Reservoir; thence following in an Easterly and Northerly direction said 395 foot U.S.G.S. contour of Hodges Reservoir to an intersection with the North boundary line of the former Fenton Ranch within Rancho San Bernardo; thence South 84½° East along said North boundary line of the former Fenton Ranch within Rancho San Bernardo to the East boundary line of Rancho San Bernardo; thence South 15°30' West 60 chains along East boundary of Rancho San Bernardo; thence South 25° 11' West 864 feet to point of beginning; excluding therefrom any areas occupied by roads and reserving to the lessee the right to flood by impoundment of water or otherwise all land within the described parcel of land to the 330 foot U.S.G.S. contour of Hodges Reservoir. Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three (3)

years, commencing on the 1st day of December, 1925, and ending on the 30th day of November, 1928, and for the total rental of \$750.00, payable Sixty-two and 50/100 (\$62.50) dollars at the time of signing lease, and Sixty-two and 50/100 (\$62.50) dollars quarterly thereafter until the total rental of Seven Hundred and fifty (\$750.00) dollars shall have been paid.

In consideration of the premises the Lessee agrees with the Lessor as follows:

- (a) That the lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that lessee will at all times, and at lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.
- (b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give to the lessee at least 30 days' notice of lessor's intention so to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed; if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the lessee in payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

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

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and the year first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy

Members of the Common Council of The City of San Diego, Lessor

THE CITY OF SAN DIEGO

VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON M. STEWART

C. O. HARBELL

Lessee.

I hereby approve the form of the foregoing Lease this 25 day of January, 1926.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, Jr., Deputy
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with C. O. Harbell, being Document No. 184420.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into as of the 25th day of January, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated Lessor, (whether one or more) and T. A. EVANS, hereinafter designated Lessee (whether one or more), WITNESSETH That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

Beginning at the Northeast corner of the "M. Barnett" Tract; thence South 18°27'-3/4' West 350 feet more or less to an intersection with the Southeasterly line of that road known as Relocation Route No. 3, Division 1, for true point of beginning; thence South 18° 27'-3/4' West 1261.8 feet more or less to an intersection with the 315 foot U.S.G.S. contour line of Hodges Reservoir; thence Northerly, Southerly and Westerly along said 315 foot U.S.G.S. contour of Hodges Reservoir 2300 feet more or less to a point; thence Northwest 350 feet more or less to an intersection with the Southeasterly line of Relocation No. 3, Division 1;

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1 to the poi
330 foot U.S
land consist
Subject, how

Also the use of so much of a barn building located upon above described
leasehold not needed by Lessor to
the City of San Diego as payment by J. B. Ashby

scription whatsoever, existing against or in favor of the premises, and the term of the
(1) year commencing on the 1st day of December, 1925, and ending on the 30th day of November,
1926, and for the total rental of \$100.00, payable \$25.00 January 1st; \$25.00 February 1st;
\$25.00 March 1st and \$25.00 April 1st 1926.

In consideration of the premises the Lessee agrees with the Lessor as follows:

(a) That the lessee will pay the said rental promptly at the times
when the same shall become payable, as above provided; that
lessee will cultivate the lands above described during
the said term, and care for the same and the crops thereon
according to the rules of good husbandry; that lessee will
at all times, and at lessee's own cost and expense, keep
the buildings and other improvements on said demised prem-
ises in good repair and condition; that lessee will not
commit any waste or damage, or suffer any such to be com-
mitted upon the said premises, or respecting any of the
buildings or improvements thereon.

(b) That lessee will fully and faithfully keep and observe
each and all of the terms and conditions of this agreement
to be kept or observed, and that upon the expiration of said
term, or the earlier termination thereof, lessee will sur-
render the said demised premises, and each and every part
thereof, without demand or notice and in as good condition
as the same are in at the time of the execution of this
lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary
notwithstanding, the lessor shall have, and said lessor hereby reserves, the right to term-
inate this lease at any time and take possession of the said demised premises, and every
part thereof; provided, however, that the lessor shall, as a condition to the exercise of
said right of termination, give to the lessee at least 30 days' notice of lessor's intention
so to do. Such notice may be served upon the lessee personally, or it may be left with some
person in charge of said demised premises, or may be posted on said demised premises; and
said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee
for the damage which the lessee may suffer by reason of the termination of said lease by the
lessor, as above provided, prior to the expiration of the term as herein fixed; if the less-
or and the lessee cannot agree upon the amount of such compensation, then it shall be deter-
mined by a board of arbitrators to consist of three members, one of whom shall be chosen by
the lessor and one by the lessee, and the two so chosen shall select a third. A decision of
the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations
in said premises or the buildings or improvements thereon without first obtaining, in each
instance, the written consent thereto by the lessor, nor shall the lessee have the right to
underlet said premises, or any part thereof, or to assign this lease without first obtaining,
in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for
the purpose of viewing and ascertaining the condition of the same and the crops and improve-
ments thereon.

It is agreed that if any default shall be made by the lessee in payment of any
rent, promptly when the same shall become due according to the terms hereof, or in respect
to the performance or observance of any covenant, term or condition of this lease to be kept
or observed by the lessee, the lessor shall have the right to terminate this lease and to
enter upon said premises and take possession of the same, and of each and every part thereof,
and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

IT IS FURTHER UNDERSTOOD AND AGREED that if the lessee shall make default in the
performance of any of the terms, conditions or covenants of this lease by the lessee to be
kept, observed or performed, lessee will in such case pay to the lessor the expenses and
costs incurred by the lessor in any action which may be commenced by the Lessor based on,
or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of 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
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council
of the City of San Diego.
Lessor.

T. A. EVANS, Lessee
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, Jr., Deputy
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Lease, with T. A. Evans, being Document No. 184422.

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

By *August M. Wadstrom* Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the 25th day of January, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated lessor, (whether one or more) and J. B. ASHBY, hereinafter designated lessee (whether one or more), WITNESSETH That the lessor, for and in consideration of the payment of the rents to be paid by the lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

Beginning at the intersection of the Southeasterly line of that road known as Relocation Route No. 3, Division 1, with the north boundary line of the Sikes Tract; thence Southwesterly along the Southeasterly line of said Relocation Route No. 3, Division 1, 800 feet more or less to an intersection with the 330 foot U.S.G.S. contour of the Hodges Reservoir for the true point of beginning; thence Southerly, Westerly and Northerly along the said 330 foot U.S.G.S. contour of Hodges Reservoir to an intersection with the South line of said Relocation Route No. 3, Division 1; thence Northeasterly along the South line of said Relocation Route No. 3, Division 1, to the point of beginning.

Also, beginning at the intersection of the Southeasterly line of that certain road known as Relocation Route No. 3, Division 1, with the North boundary of the Sikes Tract; thence Southwesterly along the Southeasterly line of Relocation Route No. 3, Division 1, 3,200 feet more or less to the true point of beginning; thence Southeasterly 350 feet more or less to an intersection with the 315 foot U.S.G.S. contour line of Hodges Reservoir; thence Southerly along the 315 foot U.S.G.S. contour of Hodges Reservoir 2,800 feet more or less to an intersection with the Southeasterly line of Relocation Route No. 3, Division 1; thence Northeasterly and Northwesterly along the Southeasterly line of Relocation Route No. 3, Division 1, to the point of beginning.

Also, beginning at the intersection of the Northerly line of said "M. Barnett" Tract with the center line of the County road known as County Highway Mission Road No. 1-A, a map of which road is on file in the office of the County Surveyor of San Diego County, California, and running thence with the center line of Mission Road No. 1-A South 6°42' East 808.73 feet; thence leaving the center line of Mission Road No. 1-A and running South 84°05' East 473.85 feet; thence North 05°55' East 425.2 feet; thence North 84°05' West 80.0 feet; thence North 5°55' East 364.0 feet to a point on the North line of said "M. Barnett" Tract; thence North 84°05' West along the North line of said "M. Barnett" Tract 571.6 feet to the point of beginning. Subject to all recorded easements and rights of way for road purposes. Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of One (1) year commencing on the 1st day of December, 1925, and ending on the 30th day of November, 1926, and for the total rental of _____, as follows: One-fifth (1/5) of the hay crop raised on the above described lands, baled and delivered to the so-called "Barnett" barn. (Title to all crops remains vested in parties hereto as tenants in common, in aforesaid proportions, until date of aforesaid delivery or until sooner termination of this lease).

In consideration of the premises the lessee agrees with the lessor as follows:

(a) That the lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that lessee will at all times, and at lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give the lessee at least 30 days' notice of lessor's intention so to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed; if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

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

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of 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
 JNO. A. HELD
 DON M. STEWART
 Members of the Common Council
 of The City of San Diego.
 Lessor

J. B. ASHBY
 Lessee

I hereby approve the form of the foregoing Lease this 25 day of January, 1926.

S. J. HIGGINS, City Attorney.
 By FRANK M. DOWNER, Jr., Deputy
 City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with J. B. Ashby, being Document No. 184424

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

By *August M. Hadstrom* Deputy.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the 25th day of January, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated lessor (whether one or more) and B. PAROLI, hereinafter designated lessee (whether one or more), WITNESSETH That the lessor, for and in consideration of the payment of the rates to be paid by the lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit: All those certain parcels of land described under the headings "Parcel 46", "Parcel 47", "Parcel 48", "Parcel 49", "Parcel 50", and "Parcel 54" in that certain trust indenture San Diego Water Company, to Union Bank & Trust Company of Los Angeles, Trustee, dated July 1, 1924 and recorded August 5, 1924 in the office of the County Recorder of San Diego County, California, in Book 1020 of Deeds, at page 361 et seq. Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of One (1) year commencing on the 1st day of January, 1926, and ending on the 31st day of December, 1926, and for the total rental of \$275.00, payable as follows:

One Hundred Fifty Dollars (\$150.00) upon the signing of the lease; One Hundred Twenty-five (\$125.00) Dollars on July 1st, 1926.

In consideration of the premises the lessee agrees with the lessor as follows:

(a) That the lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; the lessee will at all times, and at lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give to the lessee at least 30 days' notice of lessor's intention so to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed; if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to sublet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

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

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and the year first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
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.
Lessor.
B. PAROLI (X) HIS MARK
Lessee

Witnessed by W. A. FOWLE,
Cashier The State Bank of Ramona
I hereby approve the form of the foregoing Lease this 25 day of January, 1926.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, Jr., Deputy
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with B. Paroli, being Document No. 184428.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That W. J. BAILEY COMPANY, as Principal, and H. E. ASTON and J. L. CRAM, 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 One hundred forty-five (145) Dollars (\$145.00), 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 ___ day of January, 1926.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish to The City of San Diego one carload of 220 barrels of Portland cement, f.o.b. cars on the City's spur track at California and Grape Streets, 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.

W. J. BAILEY CO.
H. F. HIRTE, Sety
Principal
H. E. ASTON
J. L. CRANE
Sureties

Subscribed and sworn to before me this 23rd day of Jan. 1926.

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

(SEAL) ATTEST:
STATE OF CALIFORNIA,) ss.
County of San Diego,)

H. E. ASTON and J. L. CRAM, 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 resident within the State of California and a freeholder therein.

H. E. ASTON
J. L. CRANE

Subscribed and sworn to before me this 23rd day of January, 1926.

ARTHUR F. CHESSMAN (SEAL)
Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the within Bond, this 25 day of January, 1926.

S. J. HIGGINS
City Attorney of the City of San Diego.
By FRANK M. DOWNER, Jr., Deputy
City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 25th day of January, 1926

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
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, State of California, this 25th day of January, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and W. J. BAILEY COMPANY party of the second part, and hereafter sometimes designated as the Contractor, WITNESSETH:

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

- 1 - Carload of 220 barrals of Portland Cement in serviceable cloth sacks, f.o.b. cars on the City's spur track at California and Grape Streets, Sand Diego, California, for the price of Sixty-five cents 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 _____, freight prepaid.

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

For the price of Sixty-five Cents (\$0.65) per sack, net, inclusive of sacks.

Said contractor agrees to begin delivery of said material within seven (7) days from and after the date of the execution of this contract, and to complete said delivery on or before the day of January, 1926.

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

The sum of Sixty-five Cents (\$0.65) per sack, net, inclusive of sacks.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

W. J. BAILEY CO.

H. F. HIRTE

Contractor

(SEAL) ATTEST:

Subscribed and sworn to before me this 20th day of Jan. 1926.

ARTHUR F. CHESSMAN

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

I hereby approve the form of the foregoing contract, this 18th day of January, 1926.

S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with the W. J. Bailey Co., being Document No. 184482.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.

LEASE

THIS INDENTURE, made the 1st day of February, 1926, 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 payment 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 first day of January, 1926, and ending on the thirty-first day of December, 1926, at the monthly rent or sum of THIRTY DOLLARS (\$30.00), payable monthly in advance, on the first 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 first part agree to pay the water rate during the continuance of this lease.

IN WITNESS WHEREOF, the said party of the first part has hereunto subscribed its name, and 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, the party of the second part, this 1st day of February, 1926.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

SERVICE GARAGE

JESSE G. HARKEY

Party of the First Part

THE CITY OF SAN DIEGO,

By VIRGILIO BRUSCHI

JNO. A. HELD

EDICE MAIRE

FRED A. HEILBRON

By FRED W. SICK
Deputy
I hereby approve the form of the foregoing Lease, this 30 day of January, 1926.
DON M. STEWART
Party of the Second Part
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, Jr., Deputy
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with the Service Garage, being Document No. 184643.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.

B O N D

KNOW. ALL MEN BY THESE PRESENTS, That CRANE COMPANY, as Principal and GLOBE INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK As Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND THREE HUNDRED FIFTY Dollars (\$1350.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of February, 1926.

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 -

- 45 - Reels 3/4" AA Standard Lead Pipe
- 5 - Reels 1" AA Standard Lead Pipe
- F.o.b. City spur track at California and Grape Streets, San Diego, Calif.

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

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

CRANE CO.
By H. F. ALLISON, Mgr.,
Principal
GLOBE INDEMNITY COMPANY
Surety
By PERCY H. GOODWIN (SEAL)
Its Attorney-in-fact.

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

On this 15th day of February in the year one thousand nine hundred and 26, before me, L. McCagg, a Notary Public in and for the County of San Diego, personally appeared Percy H. Goodwin known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Globe Indemnity Company and acknowledged to me that he subscribed the name of Globe 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 County of San Diego, the day and year in this certificate above written.
L. MCCAGG

(SEAL) Notary Public in and for the County of San Diego,
My Commission Expires State of California.
Oct. 5, 1927.

I hereby approve the form of the within Bond, this 15 day of February, 1926.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, Jr., 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 February, 1926.

(SEAL) ATTEST:
By ALLEN H. WRIGHT
City Clerk
FRED W. SICK, Deputy

JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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, State of California, this 17th day of February, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CRANE COMPANY 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:

- 45 - Reels 3/4" AA Standard Lead Pipe
- 5 - Reels 1" AA Standard Lead Pipe,
- each reel approximately 900 pounds,
- in continuous lengths, wiped joints acceptable;
- Delivery to be made within two weeks from date of execution of contract, f.o.b. City spur track at California and Grape Streets, San Diego, Calif.

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

For the price of \$11.97 per CWT., not inclusive of reels, the sum of \$3.50 to be paid by the contractor to the City for each empty reel delivered to said contractor, f.o.b. San Francisco, California.
Reels to be included in invoice at \$3.50 net each.

Said contractor agrees to begin delivery of said material within _____ days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 192_____.

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

said City, the following sums, to-wit:

The sum of \$11.97 per CWT., not inclusive of reels, the sum of \$3.50 to be paid by the contractor to the City for each empty reel delivered to said contractor, f.o.b. San Francisco, 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 materials, as herein specified.

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO.
By JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.
CRANE CO.
By H. F. ALLISON, Mgr.,
Contractor.

I hereby approve the form of the foregoing contract, this 15 day of February, 1926.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, Jr., Deputy.
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Crane Company, being Document No. 185285.

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

By *August M. Madstrom* Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That ACME TRAFFIC SIGNAL COMPANY, as Principal and Union Indemnity Company, a Corporation of New Orleans, La., 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 EIGHTEEN HUNDRED SEVENTY-FIVE Dollars (\$1875.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of February, 1926.

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

- 6 - Acme Universal timers,
- 24 - Acme signal heads,
- 1 - Acme synchronizing timer,

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

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

(SEAL) ATTEST:
JNO. F. CASE, Secy

ACME TRAFFIC SIGNAL CO.,
EDWARD E. POLLOCK, Vc President
Principal
UNION INDEMNITY COMPANY,
Surety.
By WILLIAM M. CURRAN
Its Attorney in Fact.

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

On this 13th day of February in the year one thousand ^{nine} hundred and 26 before me, MATT T. MANCHA a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared WILLIAM M. CURRAN known to me to be the duly authorized Attorney-in-fact of the UNION INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said WILLIAM M. CURRAN duly acknowledged to me that he subscribed the name of the UNION INDEMNITY COMPANY thereto as Principal and his own name as Attorney-in-fact.

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

(SEAL) MATT T. MANCHA
Notary Public in and for LOS ANGELES County,
STATE OF CALIFORNIA.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of February, 1926.

(SEAL) ATTEST:
By ALLEN H. WRIGHT
City Clerk
FRED W. SICK, Deputy.

JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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, State of California, this 13th day of February, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and ACME TRAFFIC SIGNAL COMPANY, party of the second part,

and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

6 - Acme Universal timers,

24 - Acme signal heads

1 - Acme synchronizing timer;

being complete equipment for six (6) synchronized intersections.

Said contractor also agrees to provide the services of a supervising engineer for the installation of the said system.

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

For the sum of Seven thousand five hundred dollars (\$7,500.00)

Said purchase price above named being compensation in full for all services of supervising engineer for the installation of the system.

Said contractor agrees to begin delivery of said material within thirty days from and after the date of the execution of this contract, and to complete said delivery on or before the 15th day of March, 1926.

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

The sum of seven thousand five hundred dollars (\$7,500.00).

It is further agreed and understood that the contractor will furnish to The City upon the execution of this contract a written guarantee insuring said system against defective material and workmanship for the period of one (1) year, and that in the event said system fails to operate or becomes defective due to defective material or poor workmanship, or for any other cause due to the fault of the contractor, that said contractor will restore and replace said system to a condition which will provide for its effective operation, at its own cost and expense.

Said contractor further agrees to hold and save said City of San Diego, its officer, 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 furnished 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 MANAGER OF OPERATION. Or, in the event that the said MANAGER OF OPERATION elects, in lieu of such substitution, to have supplied, and to be 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 hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor has caused these presents to be executed by its proper officers, thereto duly authorized, the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

(SEAL) ATTEST:
JNO. F. CASE, Sec'y.

THE CITY OF SAN DIEGO.

By JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

ACME TRAFFIC SIGNAL CO.

Edward E. Pollock, Vice President

Contractor.

I hereby approve the form of the foregoing contract, this 11th day of February, 1926.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, Jr., Deputy
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with Acme Traffic Signal Company, being Document No. 185286.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Waldstrom* Deputy.

B O N D

UNDERTAKING FOR STREET LIGHTING.

La Jolla Lighting District No. 1

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 Seventeen Hundred Dollars (\$1700.00), 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 February, A. D. 1926.

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 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; of GIRARD AVENUE, between the northerly line of Silverado Street and the southerly line of Prospect Street; of WALL STREET, between the easterly line of Girard Avenue and a line 10 feet east from the easterly line of Herschel Avenue; and of HERSCHEL AVENUE, between the southerly line of Prospect Street and the northerly line of Silverado 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.

(SEAL) ATTEST:
M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS & ELECTRIC
COMPANY
By W. F. RABER

(SEAL) ATTEST:
B. J. SHAEFER
Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY
By FRANK A. SALMONS
Resident Vice-President

I hereby approve the form of the foregoing Undertaking this 17th day of February, 1926.

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. 36797 passed and adopted on the 15th day of February, 1926, require and fix the sum of \$1700.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT
City Clerk of The City of San Diego.

(SEAL) By FRED W. SICK, Deputy.

THIS AGREEMENT, made and entered into this 23rd day of February, 1926, 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; of GIRARD AVENUE, between the northerly line of Silverado Street and the southerly line of Prospect Street; of WALL STREET, between the easterly line of Girard Avenue and a line 10 feet east from the easterly line of Herschel Avenue; and of HERSCHEL AVENUE, between the southerly line of Prospect Street and the northerly line of Silverado 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, Girard Avenue, Wall Street and Herschel Avenue, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall for the period beginning on the 1st day of January, 1926, and ending on the 31st day of December, 1926.

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. 181745, 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 thirteen hundred and nine and 32/100 dollars (\$1309.32) 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 five thousand two hundred and thirty-seven and 40/100 dollars (\$5,237.40), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Jolla Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of five thousand two hundred and thirty-seven and 40/100 dollars (\$5,237.40) 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 five thousand two hundred and thirty-seven and 40/100 dollars (\$5,237.40).

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said Act of the Legislature) will the City of San Diego, or any officer thereof, be liable for any portion of the expense of said work

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other than said sum of thirteen hundred and nine and 32/100 dollars (\$1309.32), or 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.

(SEAL) ATTEST:
M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS & ELECTRIC
COMPANY.
By W. F. RABER

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.
S. J. HIGGINS, City Attorney.
By M. R. THORP, Deputy
City Attorney.

I hereby approve the form of the foregoing Contract, this 17th day of February, 1926.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with San Diego Consolidated Gas & Electric Company, being Document No. 185412.

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

By August M. Wadstrom Deputy

AGREEMENT OF LEASE

THIS AGREEMENT, made and entered into this 21st day of December 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 1355; 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, 1926, to and including the 31st day of December, 1926, 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 intention to terminate this lease, then this lease shall wholly cease and terminate 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.

(SEAL) Attest:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK,
Deputy

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
Members of the Common Council
Lessor
NATHAN L. RANNELLS
Lessee

I hereby approve the form of the foregoing Lease, this 13th day of November, 1925.

S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR., Deputy
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with Nathan L. Rannells and the City of San Diego, California, being Document No. 181439.

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

By August M. Wadstrom Deputy

B O N D
BOND FOR STREET LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we SNA 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 9th day of March, A.D. 1926.

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 (Sixth Street), in said City, 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 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 therein 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, a corporation, 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 (SEAL)

W. F. RABER
M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY
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 10th day of March, A.D. 1926.

S. J. HIGGINS

City Attorney of the City of San Diego,
California.

By M. R. THORP, Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 37059, passed and adopted on the 8th day of March, 1926, 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 15th day of March, 1926, 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:

That furnishing of electric current for the lighting of the west side of PARK AVENUE (Sixth Street), 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, 1925, to and including the 23rd day of December, 1927.

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. 183081, 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 agrees further 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), 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

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK,
Deputy

By W. F. RABER

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
FRED A. HEILBRON
Members of the Common Council

I hereby approve the form of the foregoing Contract, this 10th day of March, 1926.
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 and the City of San Diego, California, being Document No. 186287.

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

August M. Hedstrom Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That CALIFORNIA FILTER COMPANY, INC., as Principal and NATIONAL SURETY CO. a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND SIX HUNDRED TWENTY Dollars (\$2620.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of March, 1926.

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 install a two-unit enlargement to the Torrey Pines Rapid Pressure Filtration Plant, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

CALIFORNIA FILTER CO. INC., (SEAL)
By PAUL F. BONARD, Secy.

Principal
NATIONAL SURETY CO.

Surety
By F. J. CRISP, Resident Vice-President

(SEAL) ATTEST:
A. C. ROBESON
Resident Asst. Secretary

I hereby approve the form of the within Bond, this 5 day of March, 1926.

S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR., Deputy
City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 15th day of March 1926.

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

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy

STATE OF CALIFORNIA,)
City and County of) ss.
San Francisco,)

On this 10th day of March, in the year One Thousand Nine Hundred and Twenty-six 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 Diego, the day and year in this certificate first above written.

J. G. ROBERTS

(Seal)
My Commission Expires
October 29, 1929.

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

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That CALIFORNIA FILTER COMPANY, INC., as Principal, and NATIONAL SURETY CO. 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, 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 FIVE THOUSAND TWO HUNDRED THIRTY-TWO Dollars (\$5,232.00), 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 10th day of March, 1926

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and above named CALIFORNIA FILTER COMPANY, INC., 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 Furnish and install a two-unit enlargement

to the Torrey Pines Rapid Pressure Filtration Plant, In accordance with the plans and 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 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:

CALIFORNIA FILTER CO. INC.

By PAUL F. BONARD, Secy.

Principal

NATIONAL SURETY CO.

Surety

By F. J. CRISP, Resident Vice President

(SEAL) ATTEST:

A. C. ROBESON

Resident Asst. Secretary

STATE OF CALIFORNIA,)

City and County of) ss.

San Francisco,)

On this 10th day of March, in the year One Thousand Nine Hundred and Twenty-six 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, 1929.

I hereby approve the form of the within Bond, this 15th day of March, 1926.

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 March, 1926.

VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

L. C. MAIRE

DON M. STEWART

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT,

City Clerk

By FRED W. SICK,

Deputy

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 15th day of March, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City and CALIFORNIA FILTER COMPANY, INC. party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The furnishing and installing of a two-unit enlargement to the Torrey Pines Rapid Pressure Filtration Plant, in accordance with the specifications therefor contained in Document No. 185012 on file in the Office of the City Clerk, of said City.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: The sum of TEN THOUSAND FOUR HUNDRED AND SIXTY-FOUR DOLLARS (\$10,464.00).

Said contractor agrees to commence said work within days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within sixty (60) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of TEN THOUSAND FOUR HUNDRED AND SIXTY-FOUR DOLLARS (\$10,464.00) 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, eighty-five per cent (85%) 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 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 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 Hydraulic Engineer. Or, in the event that the said Hydraulic Engineer elects, in lieu of such substitution, to have supplied, and to retain and use, any such invention, article, material, or appliance as may by this contract be required to be supplied, in that event the Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City

of San Diego, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any 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 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 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 said 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 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 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 cases of extraordinary emergency caused by fire, floor or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as 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 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 in this agreement first above written.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
L. C. MAIRE
DON M. STEWART
Members of the Common Council.

CALIFORNIA FILTER CO., INC., (SEAL)
By PAUL F. BONARD, Sec'y.,
Contractor.

I hereby approve the form of the foregoing Contract this 5th day of March, 1926.
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 Filter Co., Inc., and the City of San Diego, California, being Document No. 186632.

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

By *August M. Wadstrom* Deputy

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY, as Principal and EAGLE INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND TWO HUNDRED FIFTY Dollars (\$1250.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds _____, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of March, 1926

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Furnish and deliver 50 reels, 3/4" Standard AA lead pipe in continuous lengths, f.o.b. City spur track at California and Grape Streets, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST:
W. L. ROSSMAN

WESTERN METAL SUPPLY CO.

By W. C. SHAW, Secretary

Principal

EAGLE INDEMNITY COMPANY

(SEAL)

Surety

By H. W. FARADAY

Attorney-in-fact.

STATE OF CALIFORNIA)
San Diego County of)
San Diego)

On this 22nd day of March in the year one thousand nine hundred and twenty-six before me, LOIS GREASON a Notary Public in and for said County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared H. W. Faraday known to me to be the Attorney in Fact of the EAGLE INDEMNITY COMPANY the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

LOIS GREASON

(SEAL)
My commission expires
Nov. 10, 1929.

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

I hereby approve the form of the within Bond, this 22 day of March, 1926.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, JR., 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 March, 1926.

(SEAL) ATTEST:
By ALLEN H. WRIGHT
City Clerk
FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON M. STEWART

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, State of California, this 22nd day of March, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WESTERN METAL SUPPLY COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

50 - Reels, 3/4" Standard AA lead pipe, in continuous lengths,
wiped joints acceptable; f.o.b. City spur track at California and Grape Streets, San Diego, California.

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

For the price of \$10.97 per 100 pounds, net, exclusive of reels; the sum of \$3.50 to be paid by said City to said contractor for each reel; and the sum of \$3.50 to be paid by the contractor to the City for each empty reel returned to said contractor, f.o.b. cars San Francisco, California.

Said contractor agrees to begin delivery of said material within 5 days from and after the date of the execution of this contract, and to complete said delivery on or before the 5th day of April, 1926.

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

The sum of \$10.97 per 100 pounds, net, exclusive of reels. The sum of \$3.50 to be paid by said City to said contractor for each reel; and the sum of \$3.50 to be paid by said contractor to said City for each empty reel returned to said contractor, f.o.b. cars San Francisco, 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 material, as herein specified.

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

It is mutually agreed by and between the parties hereto that in no cases 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 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 said 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 in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council
WESTERN METAL SUPPLY CO.
By W. C. SHAW, Secretary
Contractor.

(SEAL) ATTEST:
W. L. ROSSMAN
I hereby approve the form of the foregoing contract, this 19th day of March, 1926.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between the Western Metal Supply Co., and the City of San Diego, California, being Document No. 186999.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Madstrom* Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That DE WAARD & SON, a co-partnership composed of L. de Waard and L. de Waard Jr., as Principal, and THE METROPOLITAN CASUALTY INSURANCE 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, 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 Five thousand Dollars (\$5000.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 22d day of March, 1926.
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named De Waard & Son, 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 excavation of a trench from a point on or near the east line of Lantana Drive, in The City of San Diego, designated as Engineer's Station 65+54.33, running thence easterly parallel to and 7 feet distant center to center of an existing 24-inch wood-stave pipe line known as the Otay-San Diego Pipe Line, to a point at or near the easterly boundary line of The City of San Diego, designated as Engineer's Station 14+99.40, a total distance of about 5,055.13 feet; 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 cases 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:

ATTEST:
F. J. MILLAR

De WAARD & SON
By L. De WAARD
Principal
THE METROPOLITAN CASUALTY INSURANCE
COMPANY OF NEW YORK
By R. B. ROBERTSON,
Attorney in Fact

(SEAL) ATTEST:
AVIS MUNSON
State of CALIFORNIA.) SS:
County of SAN DIEGO.)

On this Twenty-second day of March 1926 before me a Notary Public within and for said County and State, personally appeared R. B. Robertson, to me personally known, who being by me duly sworn upon oath did say that he is the Agent and Attorney-in-fact of and for THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a corporation of New York, created, organized and existing under and by virtue of the laws of the State of New York; that the corporate seal affixed to the foregoing within instrument is the seal of said Company, that the said seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said R. B. Robertson did acknowledge that he executed the said instrument as the free act and deed of said Company.

ERMA M. ROBERTSON
Notary Public
I hereby approve the form of the within Bond, this 22 day of March, 1926.
S. J. HIGGINS, City Attorney
By FRANK M. DOWER, JR., Deputy
City Attorney

(SEAL)
Approved by a majority of the members of the Common Council of the City of San Diego, California, this 22nd day of March, 1926.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

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

KNOW ALL MEN BY THESE PRESENTS, That DE WAARD & SON, a co-partnership composed of L. de Waard and L. de Waard, Jr., as Principal and THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State

of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand five hundred Dollars (\$2500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principals hereby bind themselves, their heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22d day of March, 1926.

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 excavation of a trench from a point on or near the east line of Lantana Drive, in The City of San Diego, designated as Engineer's Station 65+54.33, running thence easterly parallel to and 7 feet distant center to center of an existing 24-inch wood-stave pipe line known as the Otay-San Diego pipe line, to a point at or near the easterly boundary line of The City of San Diego, designated as Engineer's Station 14+99.40, a total distance of about 5,055.13 feet; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

F. J. MILLAR

De WAARD & SON

By L. DeWAARD

Principal

THE METROPOLITAN CASUALTY INSURANCE
COMPANY OF NEW YORK, Surety

By R. B. ROBERTSON

Attorney in Fact

(SEAL) ATTEST:

AVIS MUNSON

State of CALIFORNIA.)

County of SAN DIEGO.) SS:

On this Twenty-second day of March 1926 before me a Notary Public within and for said County and State, personally appeared R. B. Robertson, to me personally known, who being by me duly sworn upon oath did say that he is the Agent and Attorney-in-fact of and for THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a corporation of New York, created, organized and existing under and by virtue of the laws of the State of New York; that the corporate seal affixed to the foregoing within instrument is the seal of said Company, that the said seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said R. B. Robertson did acknowledge that he executed the said instrument as the free act and deed of said Company.

ERMA M. ROBERTSON

Notary Public

(SEAL)

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 22nd day of March, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and DE WAARD & SON, a co-partnership composed of L. de Waard and de Waard, 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 excavation of a trench from a point on or near the east line of Lantana Drive, in The City of San Diego, designated as Engineer's Station 65+54.33, running thence easterly parallel to and 7 feet distant, center to center, of an existing 24-inch wood-stave pipe line known as the Otay-San Diego pipe line, to a point at or near the easterly boundary line of The City of San Diego, designated as Engineer's Station 14+99.40, a total distance of about 5,055.13 feet; all as particularly shown and in detail set forth in the plans and specifications therefor contained in Document No. 184360, filed in the office of the City Clerk of said City January 22nd, 1926.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

For the sum of one dollar and fifty-five cents (\$1.55) per cubic yard.

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of one dollar and fifty-five cents (\$1.55) per cubic yard.

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 contractor, 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 (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, 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 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 said 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 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 City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, 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 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 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 by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council
DE WAARD & SON
By L. DE WAARD
Contractor.

I hereby approve the form of the foregoing Contract this 19th day of March, 1926.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between De Waard & Son and The City of San Diego, California, being Document No. 187000.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.

L E A S E

THIS AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, 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. 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, 1926, 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 5th day of April, 1926.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO.
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
Members of the Common Council.
Lessor.
E. C. PALMER
Lessee.

I hereby approve the form of the foregoing Lease, this 26th day of February, 1926.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR., 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 E. C. Palmer, being Document No. 185767.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Madstrom* Deputy.

LEASE.

THIS AGREEMENT OF LEASE, made and entered into as of the 25th day of January, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated Lessor, (whether one or more) and GEORGE W. WOOD, hereinafter designated Lessee (whether one or more),

- W I T N E S S E T H -

That the lessor, for and in consideration of the payment of the rents to be paid by the lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessees, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that portion of that certain tract of land described under subdivision (c) of Parcel 43 of that certain Trust Indenture, San Dieguito Water Company to Union Bank & Trust Company, Los Angeles, trustee, dated July 1, 1924, and recorded in the office of the County Recorder of San Diego County in Book 1020 of deeds at page 361 et seq., lying and being below an elevation of 395 ft. above sea level, according to U. S. G. S. datum.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three (3) years, commencing on the 15th day of January, 1926, and ending on the 14th day of January, 1929, and for the total rental of Two Thousand Five Hundred and Fifty Dollars (\$2,550.00), payable as follows:

Two Hundred Dollars (\$200.00) January 15, 1926; Two Hundred Dollars (\$200.00) April 15, 1926; Two Hundred Dollars (\$200.00) July 15, 1926; Two Hundred Dollars (\$200.00) October 15, 1926; Two Hundred Dollars (\$200.00) January 15, 1927; Two Hundred Dollars (\$200.00) April 15, 1927; Two Hundred Dollars (\$200.00) July 15, 1927; Two Hundred Dollars (\$200.00) October 15, 1927; Three Hundred Fifty Dollars (\$350.00) January 15, 1928; Two Hundred Dollars (\$200.00) April 15, 1928; Two Hundred Dollars (\$200.00) July 15, 1928; and Two Hundred Dollars (\$200.00) October 15, 1928, making a total payment under this lease of Two Thousand Five Hundred and Fifty Dollars (\$2,550.00).

In consideration of the premises the lessee agrees with the lessor as follows:

(a) That the lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that lessee will at all times, and at lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon. That he will make repairs to fences in bad condition at time of signing lease.

(b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give to the lessee at least 30 days' notice of lessor's intention so to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed; if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

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

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and the year first above written.

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.

(SEAL) ATTEST
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

Lessor

GEO. W. WOOD
Lessee.

I hereby approve the form of the foregoing Lease this 25 day of January, 1926.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER JR.
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with George W. Wood from the City of San Diego, being Document No. 184426.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Wadstrom Deputy.

L E A S E

THIS AGREEMENT, made this 29th day of March, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation, and THE BOARD OF TRUSTEES OF THE CALVARY PRESBYTERIAN CHURCH of San Diego, California, WITNESSETH;

That in consideration of the sum of One Dollar (\$1.00) in hand paid by the second parties, The City of San Diego has leased, and does by these presents lease, demise and let to second party, for a period of one year from the date hereof, that certain bell now situated and located in the tower of the East San Diego City Hall.

Second parties agree to move said bell free of all cost to The City of San Diego, and to save the City Harmless from any damage caused to persons or property in moving same, and to return same to The City of San Diego at the expiration of this lease, unless said lease be renewed.

IN WITNESS WHEREOF, this lease 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 said execution, and the CALVARY PRESBYTERIAN CHURCH, acting by and through the members of its Board of Trustees, has caused this instrument to be executed the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK,
Deputy.

CALVARY PRESBYTERIAN CHURCH
By H. G. COMSTOCK
J. L. MOHLER
A. KEMPE
IRA D. MILLER
J. VERNON TWELKER
Board of Trustees of Calvary
Presbyterian Church of San
Diego, Calif.

I hereby approve the form of the foregoing lease, this 29 day of March, 1926.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER JR.
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 the Calvary Presbyterian Church of one Bell, being Document No. 187172.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By August M. Wadstrom Deputy.

C O N T R A C T.

KNOW ALL MEN BY THESE PRESENTS, That MCWANE CAST IRON PIPE COMPANY, 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 Two thousand, eight hundred twenty-five Dollars (\$2,825.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27 day of March, 1926.

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 20,000 feet of 4-inch Class "B", bell and spigot, cast iron pipe, and 1,500 feet of 6-inch Class "B", bell and spigot, cast iron pipe; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

McWANE CAST IRON PIPE CO.
H. M. DUDLEY
Western Sales Manager, Principal
NATIONAL SURETY COMPANY
Surety,
By GEO. D. MARCY
Its Attorney in Fact.

I hereby approve the form of the within Bond, this 29th day of March, 1926.
S. J. HIGGINS
City Attorney.

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

On this 27th day of March, in the year one thousand nine hundred and 26 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.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 29th day of March, 1926.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

(SEAL) ATTEST:
By ALLEN H. WRIGHT
City Clerk
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 29th day of March, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and McWANE CAST IRON PIPE COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

20,000 feet of 4-inch Class "B", bell and spigot, cast iron water pipe;

1,500 feet of 6-inch Class "B", bell and spigot, cast iron water pipe;

Said pipe to be in 12 foot lengths; and all to be in accordance with the specifications and standards of the McWane Case Iron Pipe Company.

Said pipe shall be delivered f.o.b. cars on dock, San Diego, California.

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

20,000 feet of 4-inch Class "B", bell and spigot, cast iron water pipe, at 50-1/2 cents per foot.

1,500 feet of 6-inch Class "B", bell and spigot, cast iron water pipe, at 79 cents per foot.

Said contractor agrees to begin delivery of said material within thirty days from and after the date of the execution of this contract, and to complete said delivery on or before the 27th day of June, 1926.

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

20,000 feet of 4-inch Class "B", bell and spigot, cast iron water pipe, at 50-1/2 cents per foot;

1,500 feet of 6-inch Class "B", bell and spigot, cast iron water pipe, at 79 cents per foot.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor has caused this instrument to be executed 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
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK,
Deputy.

McWANE CAST IRON PIPE CO.
H. M. DUDLEY
Western Sales Manager.
Contractor.

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I hereby approve the form of the foregoing contract, this 24th day of March, 1926.

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 McWane Cast Iron Pipe Company, being Document No. 187382.

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

By *August M. Wadstrom* Deputy.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 1st day of December, 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 The City of San Diego, hereinafter referred to as the City, and SAN DIEGO AND CORONADO FERRY COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City does by these presents demise and lease unto the said Lessee that portion of the lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California, under the provisions of that certain Act of the Legislature 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, and as amended by Statutes of 1917, approved May 24th, 1917. Said lands herein leased to said Lessee being more particularly described as follows, to-wit:

Beginning at a point 12.5 feet south of a point 20.4 feet east of the southwest corner of Market and Atlantic Streets, in the City of San Diego, California; thence east a distance of 28 feet to a point; thence south $0^{\circ} 05' 30''$ west, a distance of 1076.89 feet to a point on the arc of a curve, the tangent of which curve at said point bears north $21^{\circ} 10' 07''$ west; thence curving to the right in a northwesterly direction with a radius of 573.2 feet through an angle of $21^{\circ} 15' 37''$, for a distance of 212.69 feet to a point; thence north $0^{\circ} 05' 30''$ east, 179.48 feet, to a point; thence north $19^{\circ} 56'$ east, a distance of 32.44 feet to a point; thence north $0^{\circ} 05' 30''$ east a distance of 659 feet to the point of beginning;

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for the term ending February 15th, 1970, at a monthly rental of Twenty-five Dollars (\$25.00) per month, payable in advance in gold coin of the United States, on the fifteenth day of each and every month during said term, at the office of the Harbor Master and Wharfinger of said City of San Diego, or to such other City official as the Common Council may designate. The right of the Common Council of The City of San Diego, and of the Harbor Commission of said City to change or increase said rent at any time is hereby expressly reserved to the City, and the said Lessee, in accepting this lease, acknowledges the right of said City arbitrarily to readjust and increase the rental at any time as hereinabove provided.

Neither the whole nor any part of this lease shall be assignable or transferable, nor shall the Lessee have the right to sublet the leased premises or any part thereof without the consent of the Common Council, evidenced by ordinance duly and regularly adopted and approved.

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

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 public ferry wharf purposes and as an extension of the width of the present wharf located on the premises leased by the City to the said Lessee under that certain lease executed by said City and said Lessee under date of February 15th, 1920.

(2) The City of San Diego hereby specifically reserves, over the land 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 land as the Common Council of said City may hereafter determine, and shall be 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. That the said Lessee hereby agrees to rearrange its trackage to conform to future harbor improvements in the section of the water front in which the said premises are located.

(4) That said City reserves the right to use that portion of the driveway necessary to serve traffic to and from the portion of the wharf now owned by the City and formerly known as the West Santa Fe Wharf, without cost or liability to the City for maintenance of said driveway.

(5) It is expressly understood that The City of San Diego shall not make any alterations in the bulkhead to suit the convenience of said Lessee in the construction of ways, but on the other hand, any alterations necessary and convenient shall be made at the expense of the said Lessee and shall only be made after consent granted by the said Harbor Commission of The City of San Diego to make such alterations.

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

(7) 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.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk

THE CITY OF SAN DIEGO.

By M. A. GRAHAM

J. W. SEFTON, JR.,

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

SAN DIEGO AND CORONADO FERRY COMPANY

By W. G. HAMMAN, President

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, JR., Deputy
City Attorney

ATTEST:
LANE D. WEBBER, Secretary

I hereby approve the form of the foregoing Lease, this 28 day of November, 1925.

APPROVED, AS TO FORM

BRADLY ODUNTH,

General Counsel

Law Dep't No. 139

APPROVED AS TO FORM

MORRISON, HOHFELD, FOERSTER, SHUMAN & CLARK

By ROLAND C. FOERSTER 3/27/26

See our letter 3/18/26

O. K. B. N. REGAL

See letter of 3/19/26

Page five of Lease dated December 1st 1925 between THE CITY OF SAN DIEGO AND SAN DIEGO AND CORONADO FERRY COMPANY.

APPROVED

MAR 31 1926

S. E. MASON

Asst. General Manager

San Diego & Coro. Ferry Co.

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 San Diego & Coronado Ferry Co., being Document No. 181964.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August W. Wadstrom* Deputy.

LEASE

THIS AGREEMENT OF LEASE, made and entered into as of the 1st day of December, 1925, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated lessor, (whether one or more) and G. W. WOOD hereinafter designated lessee (whether one or more), WITNESSETH That the lessor, and in consideration of the payment of the rents to be paid by the lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that portion of the South half of the Northwest quarter (S 1/2 of NW 1/4) of Section Thirty-two (32), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, lying South of the County Road, as said road is shown on Route No. 15, Division No. 1 of County Highway Commission Surveys on file in the Office of the County Surveyor of said San Diego County.

Also all that portion of the Northeast quarter of the Southwest quarter (NE 1/4 of SW 1/4) and of the Northwest quarter of the Southeast quarter (NW 1/4 of SE 1/4) of said Section Thirty-two (32) described as follows:

Commencing at the Northwest corner of the Northeast quarter of the Southwest quarter (NE 1/4 of SW 1/4) of said Section Thirty-two (32); thence East along the East and West center line of said Section, thirteen hundred forty-five (1345) feet; thence at right angles South one hundred seventy-five (175) feet; thence at right angles West four hundred ninety-three (493) feet; thence at right angles South eleven hundred forty-five (1145) feet to a point in the South line of said Northeast quarter of the Southwest quarter (NE 1/4 of SW 1/4); thence West along said South line eight hundred fifty-two (852) feet to the Southwest corner of said Northeast quarter of the Southwest quarter (NE 1/4 of SW 1/4); thence North along the West line of said Northeast quarter of the Southwest quarter (NE 1/4 of SW 1/4), thirteen hundred twenty (1320) feet to the point of commencement.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of Five Years commencing on the 1st day of December, 1925, and ending on the 30th day of November, 1930, and for the total rental of \$3550.00, payable in installments as follows:

Dec. 10, 1925 - \$200.

Feb. 10, 1926 - \$200.

Apr. 10, 1926 - \$200.

Dec. 10, 1926 - \$250.

Feb. 10, 1927 - \$200.

Apr. 10, 1927 - \$250.

See copy

Dec. 10, 1927 - \$250.	Feb. 10, 1928 - \$250.	Apr. 10, 1928 - \$250.
Dec. 10, 1928 - \$250.	Feb. 10, 1928 - \$250.	Apr. 10, 1929 - \$250.
Dec. 10, 1929 - \$250.	Feb. 10, 1930 - \$250.	Apr. 10, 1930 - \$250.

In consideration of the premises the lessee agrees with the lessor as follows:

(a) That the lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that lessee will at all times, and at lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give to the lessee at least 30 days' notice of lessor's intention so to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed; if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

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

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and the year first above written.

(SEAL) Attest:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK,
Deputy

THE CITY OF SAN DIEGO
By JNO. A. HELD
L. C. MAIRE
DON M. STEWART

GEO. W. WOOD, Lessee

I hereby approve the form of the foregoing lease, this 15th day of December, 1925.
S. J. Higgins, 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 Geo. W. Wood, being Document No. 182946.

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

By *August M. Wadstrom* Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, That CRANE COMPANY, as Principal and GLOBE INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED Dollars (\$800.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally firmly by these presents.

Signed by us and dated this 19th day of April, 1926.

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 15,000 lbs 3/4-inch Red Brass Pipe; f.o.b. California and Grape Streets, for \$21.32 per 100 lbs;

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

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

CRANE CO.
By H. T. ALLISON, Mgr.,
Principal.

GLOBE INDEMNITY COMPANY, (SEAL)
Surety.
By PERCY H. GOODWIN
Its-ATTORNEY-IN-FACT.

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

On this 19th day of April in the year one thousand nine hundred and twenty-six, before me, L. McCagg, a Notary Public in and for the County of San Diego, personally appeared Percy H. GOODWIN known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Globe Indemnity Company and acknowledged to me that he subscribed the name of Globe 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 County of San Diego, the day and year in this certificate first above written.

(SEAL)
My Commission Expires Oct. 5, 1927. L. McCAGG
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 April, 1926.

S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 19th day of April, 1926.

(SEAL) ATTEST:
By ALLEN H. WRIGHT
City Clerk
FRED W. SICK, Deputy

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 19th day of April 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and

CRANE COMPANY

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;

15,000 lbs. 3/4-inch Red Brass pipe, f.o.b. California and Grape Streets, San Diego, California, in accordance with the specifications contained in Document No. 187267, on file in the office of the City Clerk of San Diego, California.

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

The sum of Twenty-one and 32/100 Dollars (\$21.32) per hundred pounds.

Said contractor agrees to begin delivery of said material within days from and after the date of the execution of this contract, and to complete said delivery on or before the day of , 192 .

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

The sum of TWENTY-ONE AND 32/100 DOLLARS (\$21.32) per hundred pounds.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

ATTEST:
H. GLEASON

CRANE CO.
By H. T. ALLISON, Mgr.,
Contractor.

I hereby approve the form of the foregoing contract, this 14th day of April, 1926.
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 Crane Co., being Document No. 188195.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.

LEASE

THIS INDENTURE OF LEASE, dated this first day of August, 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 The City of San Diego, hereinafter referred to as the City, and STANDARD OIL 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 1st day of May, 1911; said lands herein leased to said Lessee being particularly described as follows, to-wit:

Beginning at a point on the line of Mean High Tide, as established in January 1889, in the Bay of San Diego, in the City of San Diego, County of San Diego, State of California, said point being the intersection of the Mean High Tide Line and a line parallel to and 7.5 feet (more or less) distant from the center line of the pier to the Standard Oil Company's wharf, said intersection being N. 63 degrees 05 minutes 40 seconds west 58.53 feet distant from the intersection of the Mean High Tide Line and the northwesterly line of Schley Street in the said City of San Diego; thence south 38 degrees 53 minutes west along a line parallel to and 7.5 feet (more or less) distant from the center line of the Standard Oil Company's pier, a distance of 971.4 feet to a point 25 feet (more or less) distant from the N.E. edge of the Standard Oil Company's wharf; thence S. 9 degrees 41 minutes 30 seconds E. a distance of 29.11 feet to a point 3 feet (more or less) distant from the N.E. edge of the Standard Oil Company's wharf; thence South 58 degrees 16 minutes east a distance of 119.5 feet; thence south 31 degrees 44 minutes west a distance of 33 feet; thence north 58 degrees 16 minutes west a distance of 301 feet; thence north 31 degrees 44 minutes east, a distance of 33 feet; thence south 58 degrees 16 minutes east, a distance of 67.1 feet; thence north 38 degrees 53 minutes east, a distance of 160.9 feet; thence south 51 degrees 07 minutes east a distance of 76.75 feet to a point 7.5 feet (more or less) distant from the center line of the pier to the Standard Oil Company's wharf; thence north 38 degrees 53 minutes east along a line parallel to and 7.5 feet (more or less) distant from the center line of the pier to Standard Oil Company's wharf, a distance of 840.7 feet to its intersection with the Mean High Tide Line; thence south 64 degrees 28 minutes 40 seconds east along said Mean High Tide Line, a distance of 4.81 feet to a point; thence south 63 degrees 05 minutes 40 seconds east along said Mean High Tide Line, a distance of 10.53 feet to the point of beginning;

To have and to hold the said premises, and each and every part and parcel thereof, unto the said Lessee, for a term ending August 1st, 1935, 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, acknowledged 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 maintenance and operation of a wharf and pipe lines for receiving and delivering petroleum products.

(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, as of the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By M. A. GRAHAM

J. W. SEFTON, JR.

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

Lessor.

STANDARD OIL COMPANY

By R. J. HANNA, Vice-President

(SEAL)

S. G. HANSON, Assistant Secretary

I hereby approve the form of the foregoing lease, this 26 day of September, 1925.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR., 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 the Standard Oil Company, being Document No. 188243.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of March, 1926, by and between SAN DIEGUITO WATER COMPANY, a private corporation organized under the laws of Nevada, herein after called the "Company", SAN DIEGUITO IRRIGATION DISTRICT, an irrigation district in San Diego County, California, organized and existing under the California Irrigation Act, herein after called the "District", and the CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter situated in San Diego County, California, hereinafter called the "City",

W I T N E S S E T H:

WHEREAS, heretofore on January 18, 1923, the District entered into a contract with the Santa Fe Land Improvement Company, a California corporation, providing for the purchase by the district of a certain amount of water each year during the life of said contract, said water to be sold by said Santa Fe Land Improvement Company and delivered to said District from that certain reservoir situated in San Diego County, known as Lake Hodges, a copy of said contract being attached hereto marked Exhibit "A" and made a part hereof, and

WHEREAS, said contract, as to the interests of said Santa Fe Land Improvement Company, has heretofore been assigned to said San Dieguito Water Company, and said Lake Hodges, together with certain other property constituting what is known as the San Dieguito Water System has been transferred to the Company, and

WHEREAS, on October 5, 1925, the Company entered into an agreement with the City, by virtue of which the Company leased to the City that certain property known as the San Dieguito Water System for a term of thirty (30) years from said last named date, and agreed to give to said City an option to purchase said water system during said term and under which lease said City covenanted and agreed to assume and perform fully all of the obligations of the Company and of the Santa Fe Land Improvement Company under said Contract of January 18, 1923, between Santa Fe Land Improvement Company and said District, or connected with or arising out of said contract during the entire term of said lease, and

WHEREAS, pursuant to the terms of said agreement between said City and the Company the said option provided for in said agreement has been granted to said City and said City is now the owner and holder thereof, and

WHEREAS, the term of said contract of January 18, 1923, by its terms expires on September 30, 1950, and it is the desire of the District that the term of said contract be extended as hereinafter provided; and

WHEREAS, all of the parties to said contract of January 18, 1923 declared that the predecessor in interest of the San Dieguito Water Company was not a public service corporation, and whereas, by contract dated October 5, 1925, between the City of San Diego and the San Dieguito Water Company, it was declared that said Company was not a public service corporation, and

WHEREAS, the San Dieguito Water Company has at all times claimed and now avers that it is not a public utility and has not dedicated or appropriated and does not hereby intend and that it never has intended to dedicate or appropriate any of the water stored or to be stored, conveyed or to be conveyed, or any of its properties to a public use; but is willing that a portion of said waters herein referred to be disposed of to the District, provided, however, that the District take delivery of such water in bulk in the quantity, and under the terms and conditions of said contract of January 18, 1923, except as herein modified;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and of the making and execution by each of the parties hereto of this agreement, it is hereby agreed by and between the parties hereto as follows, to-wit:

The said term of said contract of January 18, 1923, between Santa Fe Land Improvement Company and said District shall be perpetual.

Nevertheless should it be held by a decree of any court of competent jurisdiction that an irrigation district cannot enter into a perpetual contract, then and in such event the District shall have the right and option to renew said contract of January 18, 1923, for twenty-five (25) years from and after September 30, 1950. And it is further covenanted and agreed by and between the parties hereto that upon the expiration of said twenty-five (25) year period, the District shall have, and is hereby given an option to renew said contract for a further period of twenty-five (25) years; and the District is given the option to make as many renewals in twenty-five (25) year periods upon the same terms, covenants and conditions as are contained in said contract of January 18, 1923, as it may elect so to do.

The options of renewal herein granted are given, however, upon condition that the governing body of the District shall, by proper resolution, signify its intentions of entering into a renewal contract as herein provided for and serve a certified copy of said resolution on the Company and the City at least six (6) months before September 30, 1950 or at least

six (6) months before the expiration of any twenty-five (25) year period of the life of said contract as herein provided as the case may be; provided, however, that in the event the City shall have acquired said San Dieguito Water System from the Company by virtue of the option granted to and acquired by said City, as hereinbefore set forth, then said resolution shall be served only upon the City. In the event of the adoption of such resolution by the governing body of the District and the service of a copy thereof, as herein provided, said contract of January 18, 1923, shall be renewed for the period of twenty-five (25) years as above provided without any further act on behalf of either of the parties hereto.

It is mutually agreed that it is the intention of the parties hereto that the right of the District to a supply of water as provided in said contract of January 18, 1923, shall be perpetual, insofar as the parties hereto can legally make it so, it being the mutual understanding of the parties hereto that there is no other source of water supply available to the District.

It is further agreed by the parties hereto that in the event it should be determined that the Company has not the power to enter into a perpetual contract or one for a longer period than its life as a corporation then said contract of January 18, 1923, shall nevertheless continue in force during the life of the Company and shall bind its successors in interest and assigns.

It is further mutually understood and agreed that this agreement shall not operate or be effective to modify or change any contract or agreement to which any of the parties hereto may be a part, other than as it modifies said agreement of January 18, 1923, so as to make said water right perpetual, and said last named agreement shall be modified only to the extent herein specifically set forth. All parties however, agree to the modification of their respective contracts to the extent of recognizing and confirming said perpetual right of the District to the amount of water provided for in said contract of January 18, 1923.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective corporate names and their respective corporate seals attached as of the day and year first above written.

SAN DIEGUITO WATER COMPANY,
By JOHN TREANOR
SAN DIEGUITO IRRIGATION DISTRICT,
By CHAS. H. WEBSTER
By W. H. SCHAAF
By H. F. BRANCKAMP
By FRED COUTTS
By A. VAN AMERSFOORT
CITY OF SAN DIEGO,
By VIRGILIO BRUSCHI
By JNO. A. HELD
By L. C. MAIRE
By DON M. STEWART
By FRED A. HEILBRON

(SEAL) Attest:
STEPHEN JONES, Secretary

(SEAL) Attest:
ALLEN H. WRIGHT
City Clerk

WATER CONTRACT

AGREEMENT, Made this 18th day of January, 1923 between the SANTA FE LAND IMPROVEMENT COMPANY, A California Corporation first party, hereinafter called the Land Company, and the San Dieguito Irrigation District, a body politic and corporate, duly organized and existing under the laws of the State of California, second party hereinafter called the District.

RECITALS: The lands within the boundaries of the District are so situate that a supply of water for the uses and purposes of the District can be obtained at less expense and in more constant and dependable flow from that certain reservoir on the San Dieguito River in the County of San Diego, State of California, commonly known as Lake Hodges (herein for brevity called Lake Hodges) than it is possible to obtain such supply from any other adequate source. On this account the District has requested the Land Company to supply the District with water for its uses and purposes from Lake Hodges.

While the Land Company is not a public service corporation and has not dedicated or appropriated, and does not intend to dedicate or appropriate, any of the waters impounded in Lake Hodges to public use or sale, still it is willing to dispose of a portion of such waters to a few persons, corporations or districts selected by it; provided, however, that such persons, corporations or districts take delivery of water in bulk, in the quantity, for the time and under the terms and conditions of an appropriate written agreement.

The Land Company and the District have agreed upon the terms and conditions of such an agreement which is in words and figures following:

ARTICLE 1.
IN CONSIDERATION of the covenants herein on the part of the District and of the faithful keeping of them by it according to their true intent and purpose, the Land Company agrees:
1. That, while this agreement is in effect, and subject strictly to the terms hereof, unless prevented therefrom by causes beyond its control, it will furnish to the District during each agreement year beginning with October 1, 1923, such quantity of water from Lake Hodges as the District may call for up to a total of, but not in excess of thirty-two hundred (3200) acre feet, delivered and measured at what is commonly known as the San Dieguito Distributing Reservoir (for brevity herein sometimes called the Distributing Reservoir or point of delivery and measurement) located on what is known as San Dieguito Ranch near the town of Del Mar, in the said County of San Diego.

2. That, subject to the terms of this agreement, it will furnish said water to the District at and for the rates following:
A. For all water disposed of by the District at and for a charge higher than its minimum charge for water furnished by it solely for agricultural irrigation purposes by gravity flow from its main water line (charges for such water so furnished which include a charge for lifting above such gravity flow being regarded as such minimum charge) seven and one-half (7½) cents per one hundred (100) cubic feet; and
B. For the remainder of such water, three cents per one hundred (100) cubic feet;

Provided, always, however,
FIRST: That during the first seven (7) years of the time that this agreement is in effect beginning October 1, 1923, the District shall pay to the Land Company each agreement year for or on account of such water, as follows (the same being hereinafter called the minimum payment):

For the first year ending September 30th, 1924, a minimum amount of not less than Five Thousand Nine Hundred Forty-three Dollars (\$5943.00)

For the second year ending September 30th, 1925, a minimum amount of not less than Eleven Thousand and Eight Hundred and Eighty-six Dollars (\$11,886.00);

For the third year ending September 30th., 1926, a minimum amount of not less than Seventeen Thousand Eight Hundred and Twenty-nine Dollars (\$17,829.00);

For the fourth year ending September 30th., 1927, a minimum amount of not less than Twenty-three Thousand Seven Hundred and Seventy-two Dollars (\$23,772.00);

For the fifth year ending September 30th., 1928, a minimum amount of not less than Twenty-nine Thousand Seven Hundred Fifteen Dollars (\$29,715.00);

For the sixth year ending September 30th., 1929, a minimum amount of not less than Thirty-five Thousand Six Hundred and Fifty-eight Dollars (\$35,658.00);

For the seventh year ending September 30th., 1930, a minimum amount of not less than Forty-one Thousand Six Hundred Dollars (\$41,600.00);

SECOND: For each like year after that ending September 30th., 1930, while this agreement is in effect, the District will pay to the Land Company a minimum amount of not less than Forty-one Thousand Six Hundred (\$41,600.00);

THIRD: That the minimum payments specified in this Section shall not apply when in any year the total amount of money due the Land Company under this agreement for water delivered according to meter measurements at the rates hereinbefore in this Section stated shall amount to more than the minimum payment for that year.

FOURTH: That on or before the 15th. day of each calendar month after October 1, 1923, and while this agreement is in effect, the District shall pay to the Land Company, at its office in Los Angeles, California, all sums of money due to the latter under the provisions of Section Three of Article 11 hereof.

FIFTH: That within thirty (30) days from the close of the first half of each and every year during the existence of this agreement the District shall pay to the Land Company the shortage, if any, between the total payments to the Land Company during each half year, and one-half of the minimum payment for that full year; and the same for the second half of the same year, unless at the end of said second half the payment to the Land Company for the full year for water deliveries hereunder shall have equalled or exceeded the minimum payment for that year. If any sum should be paid the Land Company at the end of the first half year on account of said minimum payment and the water deliveries for the whole year at said rates equal or exceed the minimum payment provided for that year, then the Land Company, within thirty (30) days after the close of the year, shall refund to the District, any amount which it has so received on account of said minimum payment. The intent being that the District is only required to make up any shortage between the amount of the minimum payment for each and every year and its aggregate payments for water delivered hereunder during the same year and to make semi-annual settlements accordingly.

3. That for the purpose of determining the amount of water delivered to the District hereunder, the Land Company, at its own cost, will install at the point of delivery and measurement above specified, a pressure type Venturi meter with recording device, and will keep the same in as good condition and repair at all times as is possible by the exercise of due diligence. That the District shall have the right to inspect said meter and test it for accuracy with a representative of the Land Company at any time during business hours; and the right to have a representative present at any testing or reading thereof by the Land Company if it shall so desire; but such tests and readings made by the Land Company in the absence of a representative of the District shall be accepted by the District, provided that the District shall have at least five (5) days notice in writing of the time of such tests and readings.

ARTICLE 11.

IN CONSIDERATION of the covenants herein contained on the part of the Land Company and of the faithful keeping of them by it according to their true intent and purpose, the District agrees:

1. That it will construct or cause to be constructed and Maintained, at its own cost and expense a pipe line or conduit to conduct such water from the aforesaid delivery point to the place of use by the District; said pipe line or conduit shall be constructed and connected with the Distributing Reservoir, ready for service not later than October 1, 1923. Should the said pipe line or conduit not be so ready for service by said October 1, 1923, its obligation to pay for water in accordance herewith shall begin as of that date and continue thereafter irrespective of the fact that no water deliveries could be taken by the District; but notwithstanding this, if said pipe line or conduit shall not have been so constructed and ready for service by January 1, 1924, this agreement shall be thereafter null and void.

2. That it will take from the Land Company at the Distributing Reservoir such quantity of water as it may call for up to but not in excess of a total of thirty-two Hundred (3200) acre feet per year (delivered and measured at the Distributing Reservoir) subject to the terms hereof and under reasonable regulations of the Land Company concerning such delivery, which, among other things, shall provide for the District being able to obtain the larger part of its water in reasonable regular proportions during an irrigating season of eight (8) months in each year.

3. That on or before the 15th. day of each calendar month after October 1, 1923, and while this agreement is in effect, it will pay to the Land Company at its office in the City of Los Angeles, State of California, for and on account of the preceding calendar month, as follows:

A.. Until the District shall have commenced to take delivery of water hereunder one-twelfth (1/12) of the minimum payment applicable at that time;

B. After the District shall have commenced to take delivery of water hereunder, seven and one-half (7½) cents per one hundred (100) cubic feet for all water furnished and used for the purposes mentioned in Section 4 of this article, including all water disposed of by it to which the provisions of paragraph A of Section 2 Article 1 hereof are applicable; and three (3) cents per one hundred (100) cubic feet for the amount of water shown by the difference between the total number of cubic feet paid for at the rate of seven and one-half (7½) cents per one hundred (100) cubic feet and the total number of cubic feet of water delivered to the District at the Distributing Reservoir as shown by Meter readings thereat.

4. That it will charge and collect for water used for household and livestock purposes, sprinkling or irrigating ornamental shrubs, lawns, and kitchen gardens, and like pur-

poses, a rate or toll that is higher than the rate or toll charged for agricultural irrigation water whether above or below the gravity flow above mentioned; and that when a flat minimum rate is made for water used for the purposes in this section mentioned, the actual and full amount of water charged for thereunder shall be reported to the Land Company and paid for at the rate stated in paragraph A of Section 2 of Article 1 hereof.

5. That for the purpose of determining the quantity of water to be paid for by it under the provisions of paragraph A of Section 2 of Article 1 hereof and of Section 4 of this Article 11 the District shall install and use reasonable diligence to keep in regular service standard meters whereby the quantity of such water taken or charged for each month by each and every individual user supplied by the District can be definitely established. Such meters shall be tested from time to time for accuracy. The Land Company by its representative shall have the right to check the operations of the District hereunder in order to determine if the provisions of this section are fully and properly complied with; and to call for tests of the meters which it considers the same to be necessary and to be present at such tests if it elects.

6. That it will keep full, true and correct books of account in a manner that will show the quantity of water used, according to meter readings, and to which each user is entitled under any flat minimum rate each calendar month by each user of water within or without the boundaries of the District, the charge each is required to pay the District therefor, and the nature of the service by the District; which books shall be open to the inspection of the Land Company or its representatives at all times during business hours for the purpose of verifying the correctness of the reports in this section mentioned; and that it will on or before the 10th. day of each calendar month furnish the Land Company a statement certified to by the President of the District showing the total number of cubic feet of water furnished to users during the preceding calendar month and to be paid for by the District at the rate mentioned in paragraph A of Section 2 of Article 1 and Section 3 of Article 11 hereof; such report shall also show separately the total number of cubic feet of water furnished by the District for all other purposes during the same calendar month.

7. That it is hereby obligated to pay to the Land Company each year, in the manner and at the times stated herein, not less than the minimum amount of money for that year as stated in Section 2 of Article 1 hereof, regardless of the quantity of water which may have been taken by the District during that year, anything in this agreement to the contrary notwithstanding; except that for any year or part of a year during the period of this agreement wherein the Land Company is not able to deliver the full quantity of water required by the District hereunder, and such inability to deliver is not at any time the fault of the District, the payment for water delivered during such year or part of a year only, shall be at the rates specified in paragraphs A and B of Section 2 of Article 1 and Section 3 of Article 11 hereof for the quantity actually delivered during the period of such inability; and the minimum payment due for that year shall be reduced in such proportion as the period of inability bears to the year.

8. That, except as below stated, nothing herein contained shall prevent the Land Company from making agreements to sell water to other Districts, persons or corporations up to a total of 10,500 acre feet per annum; provided, that if and when it shall have increased the net safe yield of Lake Hodges above 10,500 acre feet per annum as determined and certified to by the Engineer of the Land Company it shall have the right to sell or dispose of such increase.

9. That if at any time while this agreement and other like agreements are in effect, there shall be an insufficient supply of water in Lake Hodges, due to causes over which the Land Company shall have no control, to enable it to continue distributing to each agreement holder the full quantity of water then being delivered to each; the obligation of the Land Company to make deliveries during such shortage of supply shall be completely discharged by the delivery of water to each of said agreement holders (including the District) in such proportion as the quantity of water then being delivered by the Land Company to each, bears to the total of such deliveries; provided, however, that the Land Company may fulfill its obligations to deliver water to William G. Henshaw and Ed Fletcher under its agreement made with them dated January 26th. 1920, up to but not exceeding three million (3,000,000) gallons per day while that agreement is in effect regardless of the aggregate deliveries and shortage mentioned in this paragraph, or elsewhere in this agreement.

10. That the Land Company shall be relieved of the obligation to deliver water to the District hereunder at all times while it shall be unable to make delivery on account of any cause over which it shall have no control; and in such event shall not be liable to the District, or any owner of property or user of water under it for damages or claim of any sort whatsoever. That if the Lake Hodges Dam shall be destroyed or so injured as to destroy its efficiency for impounding the waters of said San Dieguito River and its tributaries by any cause over which the Land Company shall have no control, then all obligations of the Land Company hereunder shall thereupon and immediately be at an end and this agreement terminated unless the Land Company shall elect to restore Lake Hodges Dam; provided, that if it shall not so elect it will transfer or cause to be transferred to the then holders of agreements with it for water delivery or any of them upon request in writing, all of the property necessarily used in the discharge of its obligations hereunder, upon payment to it of the then fair value to be determined by agreement if possible, and, if not, then by condemnation proceedings.

11. That in making and entering into this agreement the District assumes all risk of inability to secure water for its purposes hereunder from causes over which the Land Company shall have no control, and hereby agrees to indemnify and hold the Land Company harmless against and from any and all claims, damages and judgments due to or arising out of the failure of the Land Company to make delivery of water hereunder to the District on account of such causes.

12. That any failure on the part of the District to keep any of its covenants herein contained (except payment of money which shall become due hereunder), which shall continue for a period of thirty (30) days after the Land Company shall have given to the District a notice in writing thereof, shall give the Land Company the right, if it so elects, to terminate this agreement and all of its obligations hereunder, by giving to the District a notice in writing accordingly. Such notice shall be deemed to have been served if the original is delivered personally to the President and a duplicate of it to the Secretary of the District or the same sent to each of them respectively by United States mail to the then post-office address of the District.

13. That if it shall become necessary for the Land Company to bring suit against the District to collect any money due hereunder, it shall be entitled to have and recover, in case judgment is rendered in its favor, all expenses and costs incurred in connection with such suit and a reasonable attorney fee to be fixed by the Court.

ARTICLE 111.

FOR THE CONSIDERATION STATED, it is mutually agreed:

1. That unless sooner terminated as hereinbefore provided, this agreement shall be in force and effect, subject to all of the terms hereof, from date of execution by both parties and delivery until the thirtieth day of September, 1950, whereupon all obligations of the Land Company with respect to the delivery of water hereunder to the said District, and all right of the District to receive delivery of water hereunder from the Land Company,

shall be at an end; and that on said last mentioned date and thereafter the relation of the parties hereto shall be the same as through this agreement had never been made and entered into.

2. That unless both parties hereto shall accept this agreement and deliver an original copy one to the other signed by the proper officers of the parties hereto duly authorized, by or before October 1, 1923, this agreement shall be considered as not having been entered into, even through one of the parties hereto may have executed the same.

3. That the Land Company does not assume any responsibility for the quality of the water delivered hereunder and it shall never be required to filter, chlorinate or otherwise purify said water; and that if the filtering, chlorinating or otherwise purifying of the water delivered hereunder to the District be required by competent authority the same shall be done by and at the expense of the District.

4. That for brevity certain words are used in this agreement which are hereby defined as follows:

"LAND COMPANY": Santa Fe Land Improvement Company, its successors and assigns.

"DISTRICT": San Dieguito Irrigation District, its successors and assigns if assignment by the District is made with the written consent of the Land Company.

"YEAR": That period of time beginning October 1 and ending September 30 of each year, or in other words the agreement year.

"DISTRIBUTING RESERVOIR": The San Dieguito Reservoir located on what is commonly known as the San Dieguito Ranch near Del Mar, San Diego County, California.

"POINT OF DELIVERY": The Distributing Reservoir.

"POINT OF MEASUREMENT": The Distributing Reservoir.

"MINIMUM PAYMENT": The various amounts of money specified in paragraph First of Section 2 of Article 1 hereof.

5. This agreement shall apply, bind and inure to the benefit of the parties hereto and their successors and assigns, but the District shall not have the right to assign or transfer this agreement or any right given it by it either in whole or in part without having first obtained the written assent of the Land Company thereto; and that any assignment or transfer without such written assent shall terminate this agreement if the Land Company shall so elect.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement by their respective officers thereunto duly authorized.

ATTEST:

G. Holterhoff
As Its Asst. Secretary.
(Seal)

SANTA FE LAND IMPROVEMENT COMPANY.
By E. O. Faulkner
As Its Vice President

ATTEST:

O. C. Jacobs
As Its Secretary.
(Seal)

SAN DIEGUITO IRRIGATION DISTRICT.
By W. H. Schaaf,
As Its President.

W. H. Schaff,
Fred Coutts,
Anton Van Amersfoort
Chas. H. Webster
George Beech
AS DIRECTORS.

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On this 18th day of January, in the year one thousand nine hundred and twenty three, before me, Nellie B. Kemper, a Notary Public in and for said County of Los Angeles, State of California, personally appeared E. O. Faulkner and G. Holterhoff, Jr., known to me to be the Vice President and Secretary of the Santa Fe Land Improvement Company, and the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged that such Corporation executed the same.

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

(SEAL)

NELLIE B. KEMPER,
Notary Public in and for
said County and State.

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN DIEGO)

On this 27th. day of January, in the year one thousand nine hundred and twenty three, before me, Kenneth L. Warner, a Notary Public in and for said San Diego County, State of California, personally appeared W. H. Schaaf and O. C. Jacobs, known to me to be the President and Secretary of San Dieguito Irrigation District, and the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged that such Corporation executed the same.

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

(SEAL)

My Commission expires June 20, 1926

Kenneth L. Warner,
Notary Public in and for
said County and State.

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN DIEGO)

On this 27th. day of January, in the year one thousand nine hundred and twenty-three, before me, Kenneth L. Warner, a Notary Public in and for said County of San Diego, State of California, personally appeared W. H. Schaaf, Fred Coutts, Anton Van Amersfoort, Charles H. Webster and George Beech, known to me to be Directors of San Dieguito Irrigation District, and the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged that such corporation executed the same.

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

(SEAL)

My Commission expires June 20, 1926.

Kenneth L. Warner,
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 Agreement By and Between San Dieguito Water Company, San Dieguito Irrigation District and City of San Diego, California, being Document No. 188440.

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

By August M. Hadstrom Deputy.

BOND

KNOW ALL MEN BY THESE PRESENTS, That N. O. NELSON MFG. COMPANY, 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 TWO HUNDRED Dollars (\$1200.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of April, 1926.

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:

45 - Reels of 3/4" Standard "AA" lead pipe,
5 - " " 1" " " " " " "
in continuous lengths, delivery f.o.b.
City spur tract California and Grape
Streets, 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.

N. O. NELSON MANUFACTURING COMPANY
By VICTOR E. LOCK, Manager,
Principal.

THE AETNA CASUALTY AND SURETY COMPANY
Surety

By LEROY A. WRIGHT
Resident Vice-President

(SEAL) ATTEST:

B. J. SCHAEFER

Resident Assistant Secretary.

I hereby approve the form of the within Bond, this 26 day of April, 1926.

S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR., Deputy.
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 26th day of April, 1926.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 26th day of April, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and N. O. NELSON MANUFACTURING COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

45 - Reels of 3/4" Standard "AA" lead pipe, and
5 - Reels of 1" Standard "AA" lead pipe, in
continuous lengths, delivery f.o.b. City
spur tract California and Grape Streets,
San Diego, California.

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

For the price of TEN AND 59/100 DOLLARS (\$10.59) per cwt, f.o.b. City spur tract, California and Grape Streets; the sum of \$3.50 extra to be charged for each reel; said sum of \$3.50 to be credited to the City by the Contractor for each empty reel returned to said contractor f.o.b. San Francisco.

Said contractor agrees to begin delivery of said material within ___ days from and after the date of the execution of this contract, and to complete said delivery on or before the ___ day of ___ 192__.

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

The sum of TEN AND 59/100 DOLLARS (\$10.59) per cwt, f.o.b. City spur tract, California and Grape Streets; the sum of \$3.50 extra to be charged for each reel; said sum of \$3.50 to be credited to the City by the Contractor for each empty reel returned to said contractor f.o.b. San Francisco.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.
N. O. NELSON MFG. CO.,
VICTOR E. LOCK, Manager,
Contractor.

I hereby approve the form of the foregoing contract, this 23rd day of April, 1926.
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 N. O. Nelson Manufacturing Company, being Document No. 188448.

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

By August M. Wadstrom Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That C. E. HARRINGTON, as Principal, and 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 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 Dollars (\$1200.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal herebinds himself, his heirs, executors and assigns and the said Sureties hereby bind themselves, their heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 27th day of April, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed by and between The City of San Diego, a municipal corporation in the City of San Diego, State of California, the party of the first part therein, and the above named C. E. HARRINGTON, 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 drilling three (3) wells in the Riverview Basin, in the County of San Diego, State of California, at the locations and in accordance with the plans and 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 affect; and the same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish such 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 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.

C. E. HARRINGTON, Principal
SIDNEY E. MAYER
C. K. HUGHES
Sureties.

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

Sidney E. Mayer and C. K. Hughes 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 said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a freeholder therein.

SIDNEY E. MAYER
C. K. HUGHES

Subscribed and sworn to before me this 27th day of April, 1926.

(SEAL)

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

I hereby approve the form of the within Bond, this 30th day of April, 1926.

S. J. HIGGINS
City Attorney of the City of San Diego.
By FRANK M. DOWNER, JR., 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 May, 1926.

(SEAL) Attest:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council

BOND

KNOW ALL MEN BY THESE PRESENTS, That C. E. HARRINGTON, as Principal, and 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 hundred -- Dollars (\$600.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, adminis-

trators 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 27th day of April, 1926.

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 drilling three (3) wells in the Riverview Basin, in the County of San Diego, State of California, at the locations and in accordance with the plans and specifications referred to in said contract, 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.

C. E. HARRINGTON, Principal

SIDNEY E. MAYER

C. K. HUGHES

Sureties.

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

Sidney E. Mayer and C. K. Hughes 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.

SIDNEY E. MAYER

C. K. HUGHES

E. H. BROOKS

Subscribed and sworn to before me this 27th day of April, 1926.

(SEAL)

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

I hereby approve the form of the within Bond, this 30th day of April, 1926.

S. J. HIGGINS

City Attorney of the City of San Diego

By FRANK M. DOWNER, JR., 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 May, 1926.

(SEAL) Attest:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 3rd day of April, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and C. E. HARRINGTON, 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 drilling of three (3) wells in the Riverview Basin, in the County of San Diego, State of California, said wells to be located as follows:

One (1) well, designated as Well No. 3 on the plat hereinafter referred to, to be located on Lot 2, Lakeside Farms, in the County of San Diego, State of California;

One (1) well, designated as Well No. 8 on the plat hereinafter referred to, to be located on Lot 1, Lakeside Farms, in said County of San Diego, State of California;

One (1) well, designated as Well No. 10 on the plat hereinafter referred to, to be located on Portion of Tract B, El Cajon Ranch, in the County of San Diego, State of California;

All as particularly shown and located on the plat attached hereto, marked "Exhibit A," and made a part hereof.

Said wells shall be drilled in accordance with the following specifications:

14" casing - 14 gauge, stove pipe - 2 foot lengths shall be used;

Wells to be pumped continuously as sunk, and crushed rock (1/2" to 2") fed around side as much as will follow casing, but not less than 10 tons per 100 foot of depth.

Maximum depth, 100 feet, but to stop at bed-rock, or upon instructions from engineer.

Perforations to be 1/4" x 1" and extending up 40 feet from bottom, unless otherwise directed by engineer.

Said contractor to furnish all machinery, labor and material, including casing, well-point, and crushed rock.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: For the sum of eight dollars (\$8.00) per foot.

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of eight dollars (\$8.00) per foot, 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 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

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 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 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 said 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 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 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 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 hereunto subscribed his name, the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD/ L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council
C. E. HARRINGTON, Contractor.
S. J. HIGGINS, City Attorney.

I hereby approve the form of the foregoing Contract this 27th day of April, 1926

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 C. E. Harrington, being Document No. 188776.

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

By *August M. Madstrom* Deputy.

L E A S E

THIS LEASE, made this 10th day of May, 1926, 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. 10467 of the ordinances of The City of San Diego, authorizing the execution of this lease, and E. C. DOWEL, 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° 55' 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° 48' 30" east, a distance of 200 feet; thence north 65° 11' 30" west a distance of 100 feet; thence south 26° 48' 30" west, a distance of 200 feet; thence south 63° 11' 30" east, a distance of 100 feet to the point or place of beginning, for a term beginning with the 1st day of January 1927, and ending with the 31st day of December, 1929.

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, such rental as may be determined by the Manager of Operation of said City at the beginning of each year of the term of this lease; and said Lessee hereby agrees to pay said City such sum as may be so fixed by said Manager of Operation, such sum to be paid monthly in advance, on the first day of each month, by said Lessee to said City.

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

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

E. C. DOWEL

Lessee.

I hereby approve the form of the foregoing Lease, this 31 day of March, 1926.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, JR., Deputy

City Attorney.

(SEAL) ATTEST:

ALDEN H. WRIGHT

City Clerk

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 Four Thousand Dollars (\$4,000.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of May, A. D. 1926.

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 B STREET, between the west line of Second Street and a point 50 feet west from the west line of India Street; on C STREET, between the west curb line of Third Street and the east line of India Street; on INDIA STREET, between the north line of B Street and the north line of Broadway; on COLUMBIA STREET, between the north line of B Street and the north line of Broadway; on STATE STREET, between the north line of B Street and the north line of Broadway; on UNION STREET, between the north line of B Street and the north line of Broadway; on FRONT STREET, between the north line of B Street and the north line of Broadway; on FIRST STREET, between the north line of B Street and the north line of Broadway; and on SECOND STREET, between the north line of B Street and the north line of Broadway; 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 L. K. KLAUBER, Vice President

THE AETNA CASUALTY AND SURETY COMPANY

By LEROY A. WRIGHT, Resident Vice-President

(SEAL) ATTEST:

M. B. FOWLER, Secretary

(SEAL) ATTEST:

B. J. SCHAEFER

Resident Assistant Secretary.

I hereby approve the form of the foregoing Undertaking this 10th day of May, 1926.

S. J. HIGGINS, City Attorney.

By M. R. THORP

Deputy City Attorney

THIS AGREEMENT, made and entered into this 10th day of May, 1926, 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 B STREET, between the west line of Second Street and a point 50 feet west from the west line of India Street; of C STREET, between the west curb line of Third Street and the east line of India Street; of INDIA STREET, between the north line of B Street and the north line of Broadway; of COLUMBIA STREET, between the north line of B Street and the north line of Broadway; of STATE STREET, between the north line of B Street and the north line of Broadway; of UNION STREET, between the north line of B Street and the north line of Broadway; of FRONT STREET, between the north line of B Street and the north line of Broadway; of FIRST STREET, between the north line of B Street and the north line of Broadway; and of SECOND STREET, between the north line of B Street and the north line of Broadway; together with the maintenance of the posts, wires, conduits and lamps on said B Street, C Street, India Street, Columbia Street, State Street, Union Street, Front Street, First Street and Second Street, between said points. Such furnishing of electric current and such maintenance of appliances shall be for the period beginning on the 5th day of January, 1926, and ending on the 30th day of June, 1927.

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, between Document No. 184618, 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 Thousand One Hundred and Sixteen and 67/100 Dollars (\$3,116.67), as follows: Seventeen 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 One Hundred Seventy-four and 40/100 Dollars (\$174.40), and one warrant for the sum of One Hundred and Fifty-one and 87/100 Dollars (\$151.87), to cover the additional twenty-seven 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 Twelve Thousand Four Hundred and Sixty-six and 67/100 Dollars (\$12,466.67), as follows: Seventeen 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 the "San Diego Lighting District No. 2 Fund", each of said monthly warrants to be drawn for the sum of Six Hundred and Ninety-seven and 59/100 Dollars (\$697.59), and one warrant for the sum of Six Hundred and Seven and 64/100 Dollars (\$607.64), to cover the additional twenty-seven days of said term.

And it is further mutually agreed that no part or portion of said sum of Twelve Thousand Four Hundred and Sixty-six and 67/100 Dollars (\$12,466.67) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 Twelve Thousand Four Hundred Sixty-six and 67/100 Dollars (\$12,466.67).

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 Thousand One Hundred and Sixteen and 67/100 Dollars (\$3,116.67)), 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.

(SEAL) ATTEST:
M. B. FOWLER, SECRETARY

SAN DIEGO CONSOLIDATED GAS & ELECTRIC
COMPANY
By L. M. KLAUBER, VICE PRESIDENT

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 10th day of May, 1926.

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 and the City of San Diego, California, being Document No. 189007.

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

By *August M. Wadstrom* Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That WESTERN PIPE AND STEEL COMPANY, a corporation, as Principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, 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 FOUR HUNDRED SEVENTY-FIVE THOUSAND Dollars (\$475,000.00), 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 10th day of May, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named WESTERN PIPE AND STEEL COMPANY OF CALIFORNIA, 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 (excepting the excavation work and backfilling work), necessary or incidental to the construction and completion of, and the installation and maintenance thereof for

a period of one year after the completion of said contract, and to build, erect, construct, install, complete, and maintain for a period of one year from the date of the completion of said work, a thirty-six inch lock-bar steel water pipe line or conduit from the University Heights Reservoir, in The City of San Diego, to Lakeside in the County of San Diego, State of California, together with the necessary bends, manholes, air valves, blow-offs, stop valves, and all necessary appurtenances; In accordance with the plans and 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 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:

(SEAL) ATTEST:
W. P. FINNERTZ, Asst. Secy.
(SEAL) ATTEST:
F. F. EDELEN
Its Attorney in Fact
STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss.

WESTERN PIPE AND STEEL COMPANY OF
CALIFORNIA
W. F. HOWARD, Vice Pres.
Principal
MARYLAND CASUALTY COMPANY, Surety
By V. WANKOWSKI
Its Attorney in Fact.

On this 10th day of May 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared V. WANKOWSKI and F. F. EDELEN, known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said V. WANKOWSKI and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.
CLARENCE A. MOORE

(SEAL) Notary Public, in and for said County and State
I hereby approve the form of the within Bond, this 10 day of May, 1926.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 12th day of May, 1926.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART

Members of the Common Council

KNOW ALL MEN BY THESE PRESENTS, That WESTERN PIPE AND STEEL COMPANY OF CALIFORNIA, a corporation, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED THIRTY-SEVEN THOUSAND, FIVE HUNDRED Dollars (\$237,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of May, 1926.

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 (excepting the excavation work and backfilling work), necessary or incidental to the construction and completion of, and the installation and maintenance thereof for a period of one year after the completion of said contract, and to build, erect, construct, install, complete, and maintain for a period of one year from the date of the completion of the said work, a thirty-six inch lock-bar steel water pipe line or conduit from the University Heights Reservoir, in The City of San Diego, to Lakeside in the County of San Diego, State of California, together with the necessary bends, manholes, air valves, blow-offs, stop valves, and all necessary appurtenances; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST:
W. P. FINNERTZ, Asst. Secy.

WESTERN PIPE and STEEL COMPANY of
CALIFORNIA
W. F. HOWARD, Vice Pres.
Principal
MARYLAND CASUALTY COMPANY, Surety.
By V. WANKOWSKI
Its Attorney In Fact

(SEAL) ATTEST:
F. F. EDELEN
Its Attorney In Fact
STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

On this 10th day of May 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared V. WANKOWSKI and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said V. WANKOWSKI and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL)

CLARENCE A. MOORE

Notary Public, in and for said County and State

I hereby approve the form of the within Bond, this 10 day of May, 1926.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 12th day of May 1926.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, That WESTERN PIPE AND STEEL COMPANY OF CALIFORNIA, a corporation, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED THOUSAND Dollars (\$100,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of May, 1926

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 (excepting the excavation work and backfilling work) necessary or incidental to the construction and completion of, and the installation and maintenance thereof for a period of one year after the completion of said contract, and to build, erect, construct, install, complete, and maintain for a period of one year from the date of the completion of the said work, a thirty-six inch lock-bar steel water pipe line or conduit from the University Heights Reservoir, in The City of San Diego, to Lakeside, in the County of San Diego, State of California, together with the necessary bends, manholes, air valves, blow-offs, stop valves, and all necessary appurtenances; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall maintain said pipe line and conduit for a period of one year from the date of the completion thereof, and shall hold and save The City of San Diego, its officers, agents, servants and employees harmless from any and all claims and demands of every nature and kind for and on account of injury or damage caused by faulty workmanship, latent defects, or otherwise, in said material or pipe line, and insure the operation of said pipe line for a period of one year from and after the completion thereof, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) ATTEST:

W. F. FRIMMERTZ, Asst. Secy.

(SEAL) ATTEST:

F. F. EDELEN

Its Attorney in Fact

STATE OF CALIFORNIA) ss.

County of San Diego)

WESTERN PIPE and STEEL COMPANY of
CALIFORNIA, Principal

By W. F. HOWARD, Vice Pres.

MARYLAND CASUALTY COMPANY, Surety.

By V. WANKOWSKI

Its Attorney in Fact.

On this 10th day of May 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared V. WANKOWSKI and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said V. WANKOWSKI and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

CLARENCE A. MOORE

(SEAL)

Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this 10 day of May, 1926.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 12th day of May, 1926.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

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, State of California, this 10th day of May, 1926, by and between THE CITY OF SAN DIEGO, municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WESTERN PIPE AND STEEL COMPANY OF CALIFORNIA, 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 agrees and covenants 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, and the installation and maintenance thereof for a period of one year after the completion of said contract, and to build, erect, construct, install, complete, and maintain for a period of one year from the date of the completion of this contract, a thirty-six inch lock bar steel water pipe line or conduit from the University Heights Reservoir, in The City of San Diego, to Lakeside in the County of San Diego, State of California, together with the necessary bends, manholes, air valves, blow-offs, stop valves, and all necessary appurtenances, excepting the excavation work and backfill work, as hereinafter more particularly provided; all as more particularly and in detail set forth (except as hereinafter specified), in those certain plans and specifications filed in the

office of the City Clerk of said The City of San Diego on February 15th, 1926, and March 13th, 1926, respectively, and contained in Documents numbered 185253, 185254 and 186624; said plans contained in said Document No. 185253 consisting of 48 sheets, and said specifications contained in said Document No. 185254 consisting of 48 pages, and said specifications contained in said Document No. 186624 consisting of 3 pages. True copies of the advertisement for bids, proposals of contractor, and plans and specifications are hereunto annexed, marked "Exhibit A," "Exhibit B," and "Exhibit C," respectively, and by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

The material to be used by said contractor for said water pipe line or conduit shall be thirty-six inch lock-bar steel pipe, as set forth in Paragraph III, entitled, "Lock-bar Steel Pipe," on page 33 of the Specifications contained in Document No. 185254; and those provisions of the specifications contained in Paragraph I, entitled, "Cast Iron Pipe," Paragraph II, entitled, "Jointing Material for cast iron pipe," Paragraph IV, entitled, "Riveted Steel Pipe," and Paragraph II, entitled, "Laying Cast Iron Pipe," appearing on pages 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, and on pages 46 and 47 of said specifications contained in said Document No. 185254, and those provisions of the specifications contained in Document No. 186624, under the heading "Welded Steel Pipe - Materials and Manufacture," shall be disregarded and ignored by said contractor in the construction of said work herein specified.

The contractor herein shall not be required to do any of the work of trenching or backfilling, as set forth and required in that portion of the plans and specifications contained in Paragraph I, entitled, "Trenching," under the general heading of "Details of Construction," appearing on pages 45 and 46 of said specifications contained in said Document No. 185254, but shall be required to comply with the specifications under the heading, entitled, "III Laying Steel Pipe," appearing on page 48 of said specifications contained in said Document No. 185254.

The work to be done under this contract consists in furnishing all materials and labor (excepting the excavation and backfilling work), for the installation and completion, and the maintenance for a period of one year after the completion and installation of said work, of a thirty-six inch lock-bar steel water main or conduit from Lakeside, in the County of San Diego, State of California, to the University Heights Reservoir, in The City of San Diego, and shall be that portion of the work set forth in the notice calling for bids, proposal and specifications contained in Document No. 185254, under the heading "Section Two," a distance of approximately seventeen miles.

In addition to the foregoing, said contractor agrees to maintain at his own expense, said pipe line and conduit for a period of one year from the date of the installation and completion thereof, and to hold and save The City of San Diego, its officers, agents, servants and employees harmless from any and all claims and demands of every nature and kind for and on account of injury or damage caused by faulty workmanship, latent defects or otherwise in said material or pipe line for said period of one year from and after the completion thereof.

Said contractor hereby agrees to do and perform all of said work at and for the following prices, to-wit:

31,871 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams,
19-64" plate, or heavier, at \$8.25 per Ft.
32,191 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams
11-32" plate, or heavier, at \$9.13 per Ft.
13,637 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams
3/8" plate, at \$9.75 per Ft.
4,400 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams
13-32" plate, or heavier, at \$10.91 per Ft.
2,756 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams
29-64" plate, or heavier, at \$11.61 per Ft.
2,244 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams
31-64" plate, or heavier, at \$12.36 per Ft.
1,692 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams
9-16" plate, at \$13.89 per Ft.
25 - 4" air and vacuum valves with 4" gate valves, installed, for Section
2 only, at \$251.00 each.
26 - 4" blow-offs with 4" gate valves installed, for Section 2 only, at
\$90.00 each.
890 Lin. ft. 4" Class "D" B & S cast iron pipe, for Section 2 only, at
\$1.40 per Ft.
90 Manholes installed, for Section 2 only, at \$61.00 each.
570 Cu. Yds. concrete Masonry Class "A", for Section 2 only, at \$50.00
per Cu. Yd.
1,320 Cu. Yds concrete masonry Class "B", for Section 2 only, at \$24.50
per Cu. Yd.
5 - 30" stop valves with by-passes installed, for Section 2 only, at
\$1277.00 each.
Premium on three (3) bonds, \$7.50 per \$1000.00, or 3/4 of 1% of \$950,000.00
- \$7,125.00

Said contractor agrees to commence said work at the earliest possible moment after the execution thereof, and not later than ninety (90) days, unless good and sufficient reason can be shown necessitating the extension of this time, and shall complete the work specified under this contract within ten (10) months from the date thereof.

If any delay is caused the contractor by specific orders of the Engineer to stop work, or by the performance of extra work ordered by the Engineer, or by a failure of The City of San Diego to provide the necessary right of way or site for the installation, or by unforeseen causes beyond the control of the contractor, or by reason of the acts of God, strikes, lockouts, unusual floods, alien enemies, injunctions, or any other unforeseen causes beyond the control of the contractor, such delay will entitle the contractor to an equivalent extension of time. Application for extension of time must be approved by the Engineer, and shall be accompanied by the formal consent of the sureties, but an extension of time with or without such consent shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract. If delays from any of the above mentioned causes occur after the expiration of the contract period, no liquidated damages shall accrue for the period equivalent to such delay.

If for any reason beyond the control of the City or the contractor, or by reason of the acts of God, strikes, lockouts, unusual floods, alien enemies, injunctions, or any other unforeseen causes beyond the control of the city or the contractor, the execution of this contract is delayed, or the commencement of the work thereunder is delayed, or the completion of the contract is delayed, then and in that event neither party to this contract shall be held at fault, and the time for the entering into of the contract shall be extended for an equivalent period of time, or time for the completion of said contract shall be extended for an equivalent period of time, and if such delay, due to a cause beyond the control of the City or the contractor, or by reason of any of the acts hereinafter specified, results in an increased unit cost, or results in a decreased unit cost, a fair and equitable sum therefor, to, to be agreed upon between the contractor and the City shall be added to or deducted from

the contract price, as the case may be. No allowance will be made for anticipated profits.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

- 31,871 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 19-64" plate, or heavier, at \$8.25 per Ft.
- 32,191 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 11-32" plate, or heavier, at \$9.13 per Ft.
- 13,637 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 3/8" plate, at \$9.75 per Ft.
- 4,400 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 13-32" plate, or heavier, at \$10.91 per Ft.
- 2,756 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 29-64" plate, or heavier, at \$11.61 per Ft.
- 2,244 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 31-64" plate, or heavier, at \$12.36 per Ft.
- 1,692 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 9-16" plate, at \$13.89 per Ft.
- 25 - 4" air and vacuum valves with 4" gate valves, installed, for Section 2 only, at \$251.00 each.
- 26, - 4" blow-offs with 4" gate valves installed, for Section 2 only, at \$90.00 each.
- 890 Lin. Ft. 4" Class "D" - B & S cast iron pipe, for Section 2 only, at \$1.40 per Ft.
- 90 Manholes installed, for Section 2 only, at \$61.00 each.
- 570 Cu. Yds. concrete Masonry Class "A", for Section 2 only, at \$50.00 per Cu. Yd.
- 1,320 Cu. Yds. concrete masonry Class "B", for Section 2 only, at \$24.50 per Cu. Yd.
- 5 - 30" stop valves with by-passes installed, for Section 2 only, at \$1277.00 each.
- Premium on three (3) bonds, \$7.50 per \$1000.00, or 3/4 of 1% of \$950,000.00 - \$7,125.00.

said payments to be made as follows:

The Engineer shall make current estimates on or before the 10th day of each calendar month of the actual cost of materials delivered on the ground for use in the permanent work but not then so used, and the amount earned to that date under the terms of the contract classified according to items named herein and computed on the basis of the unit prices named herein. Of the total amount so ascertained, an amount equivalent to fifteen per cent. (15%) of the whole will be retained by the City until after the completion of the entire contract in an acceptable manner, and the balance, or a sum equivalent to eighty-five per cent. (85%) of the whole, will be paid to the Contractor, except when such balance amounts to less than five hundred dollars (\$500.00). In cases where the eighty-five per cent. (85%) of the amount earned during any one month shall be less than five hundred dollars (\$500.00), no payment will be made except on final estimate, until the eighty-five per cent. (85%) of the total amount earned since the last preceding payment is at least five hundred dollars (\$500.00). No payment will be made on concrete or concreting materials before the false work and forms are removed.

Whenever, in the opinion of the Engineer, the Contractor shall have completed the work in an acceptable manner in accordance with the terms of the contract, the Engineer will make a final inspection of the work, and upon completion of all necessary repairs or renewals, he will certify to the City in writing as to said completion, and will further certify as to the entire amount of each class of work performed, including "Extra Work" and "Extra Materials," and as to the value thereof. Fifteen per cent. (15%) of the total amount of the contract will be retained by the City for a period of thirty-five (35) days. If no defects have become apparent in the work, and if the contractor shall then have furnished a bond to The City of San Diego, to be executed by the contractor and a responsible surety, or by two or more sufficient sureties, to be approved by the Common Council of The City of San Diego for the sum of one hundred thousand dollars (\$100,000.00), to run for one year during the maintenance and guaranty period as hereinbefore described, then, at that time, the remaining fifteen per cent. (15%) of the total amount of the contract price will be paid by the City to the contractor.

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 Engineer. Or, in the event that the said Engineer elects, in lieu of such substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may by this contract be required to be supplied, in that event the contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary to enable The City of San Diego, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any 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 Engineer shall have the right to make such substitution, or The City of San Diego may pay such royalties and secure such licenses, and charge the cost thereof against any money due the contractor from The City of San Diego, or recover the amount thereof from it and its surety, notwithstanding final payment under this contract may have been made.

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.

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 the City.

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 in the performance of

said work by reason of accident, the action of the elements, or any other cause whatsoever, before the completion thereof and before the taking possession thereof by the City, 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 Engineer of said City, or such other official ~~or officials~~ 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 said 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 materials or supplies furnished in the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all 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 Engineer 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 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 contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

WESTERN PIPE AND STEEL COMPANY OF
CALIFORNIA, Contractor.

By W. F. HOWARD, Vice President.

S. J. HIGGINS, City Attorney.

(SEAL) ATTEST:
W. P. FINNERTZ, Asst. Secy.

I hereby approve the form of the foregoing contract, this 6th day of May, 1926.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That C. E. GREEN, 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, 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 Seventy-five thousand Dollars (\$75,000.00), 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, 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 8th day of May, 1926

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named C. E. Green 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 excavation and backfilling of, and to excavate a trench or ditch wherein a thirty-six inch lock-bar steel pipe line or conduit may be constructed and installed, and to backfill the said trench or ditch after said pipe has been so laid and constructed; said trench to extend from the University Heights Reservoir, in The City of San Diego, to Lakeside, in the County of San Diego, State of California, along the route, and in accordance with the plans and 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 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:

C. E. GREEN, Principal
THE AETNA CASUALTY AND SURETY COMPANY
Surety

By D. W. COAKLEY, Resident Vice-President

(SEAL) ATTEST: R. L. TRAVISS, Resident Assistant Secretary.

The premium charged for this bond is \$2225.00.
State of California,) ss.
County of Los Angeles,)

On this 8th day of MAY, in the year nineteen hundred 26, before me, RUTH A CORLETTE a Notary Public in and for the said County of Los Angeles, State of California, residing, therein, duly commissioned and sworn, personally appeared D. W. COAKLEY, known to me to be the Resident Vice-President and R. L. TRAVISS, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

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

RUTH A. CORLETTE

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

(SEAL)

I hereby approve the form of the within Bond, this 10 day of May, 1926.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 12th day of May, 1926.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, That C. E. GREEN, 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 Thirty-seven thousand five hundred Dollars (\$37,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of May, 1926.

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 excavation and backfilling of, and to excavate a trench or ditch wherein a thirty-six inch lock-bar steel pipe line or conduit may be constructed and installed, and to backfill the said trench or ditch after said pipe has been so laid and constructed; said trench to extend from the University Heights Reservoir, in The City of San Diego, to Lakeside, in the County of San Diego, State of California, along the route, and 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.

C. E. GREEN, Principal.

THE AETNA CASUALTY AND SURETY COMPANY

By D. W. COAKLEY, Resident Vice-President.

(SEAL) Attest: R. L. TRAVISS, Resident Assistant Secretary.

State of California,) ss.
County of Los Angeles,)

On this 8th day of May, in the year nineteen hundred 26, before me, RUTH A CORLETTE a Notary Public in and for the said County of Los Angeles, State of California, residing, therein, duly commissioned and sworn, personally appeared D. W. COAKLEY, known to me to be the Resident Vice-President and R. L. TRAVISS, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

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

RUTH A. CORLETTE

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

(SEAL)

I hereby approve the form of the within Bond, this 10 day of May, 1926.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR., Deputy City
Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 12th day of May 1926.

(SEAL) ATTEST:
By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

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, State of California, this 12th day of May, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and C. E. GREEN, of the County of Los Angeles, State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That whereas, The City of San Diego has entered into a contract with the Western Pipe and Steel Company of California, a corporation, for the installation, completion and maintenance for one year thereafter, of a thirty-six inch lock-bar steel water pipe line or conduit, from the University Heights Reservoir, in The City of San Diego, to Lakeside, in the County of San Diego, State of California; and

Whereas, the contractor has proposed in a written bid to do the necessary excavation and backfilling work for the installation of said pipe line, and The City of San Diego has accepted said bid, NOW, THEREFORE,

For and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the excavation and backfilling of, and to excavate a trench or ditch wherein a thirty-six inch lock-bar steel pipe line or conduit may be constructed and installed, and to backfill the said trench or ditch after said pipe has been so laid and constructed; said trench to extend from the University Heights Reservoir, in The City of San Diego, to Lakeside, in the County of San Diego, State of California; along the route, and all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on February 15th, 1926, and contained in Documents numbered 185253 and 185254; said plans contained in said Document No. 185253 consisting of 38 sheets, and said specifications consisting of 48 pages, as contained in said Document No. 185254. True copies of the advertisement for bids, proposal of contractor, and plans and specifications are hereunto annexed, marked "Exhibit A," and "Exhibit B," respectively, and by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

The work to be done under this contract consists in furnishing all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the excavation of a trench or ditch wherein a thirty-six inch lock-bar steel pipe line or conduit may be constructed and installed, and the backfilling of the said trench or ditch after said pipe has been so laid and constructed, from the University Heights Reservoir, in The City of San Diego, to Lakeside, in the County of San Diego, State of California, and shall be the excavation and backfilling of a trench or ditch for that portion of the work set forth in the notice calling for bids, proposals and specifications contained in Document No. 185254, under the heading "Section Two," a distance of approximately seventeen miles, and particular reference is hereby made to those portions of the specifications contained on pages 45 and 46 of said specifications contained in said Document No. 185254, entitled, "I. Trenching," under the general heading "Details of Construction."

Said contractor hereby agrees to do and perform all of said work at and for the following prices, to-wit:

- 50,000 Cu. Yds. of excavation from Sta. 431 plus 40.7 to Sta. 810 plus 00 at the entrance to Mission Gorge, at \$0.60 per Cu. Yd.
- 5,400 Cu. Yds. of excavation from Sta. 810 plus 00 to Sta. 900 plus 00 at the end of Mission Gorge, at \$2.85 per Cu. Yd.
- 21,960 Cu. Yds. of excavation from Sta. 900 plus 00 to Sta. 1148 plus 00 at the Fairmount Avenue Extension, at \$1.80 per Cu. Yd.
- 28,440 Cu. Yds. of excavation from Sta. 1148 plus 00 to end of the line at University Heights Reservoir, at \$1.34 per Cu. Yd.

The work herein described shall be so performed as to precede the work of the actual installation of the pipe by the Western Pipe and Steel Company of California, and shall be carried on in such manner that at least five hundred (500) feet of excavation shall be completed and available at all times for the installation of said water main.

Said contractor agrees to commence the actual work of excavation under this contract within thirty (30) days from the date of the execution of this contract, and to complete said work within ten (10) months from the date of the execution of this contract.

In the event that the contractor, through his own fault or inability to carry on said work delays the actual installation of said water pipe, then and in that event said contractor agrees to reimburse and save harmless The City of San Diego for any loss occasioned by said delay.

If any delay is caused the contractor by specific orders of the Engineer to stop work, or by the performance of extra work ordered by the Engineer, or by a failure of The City of San Diego to provide the necessary rights of way or site for the installation, or by unforeseen causes beyond the control of the contractor, or by reason of the acts of God, strikes, lockouts, unusual floods, alien enemies, injunctions, or any other unforeseen causes beyond the control of the contractor, such delay will entitle the contractor to an equivalent extension of time. Application for extension of time must be approved by the Engineer, and shall be accompanied by the formal consent of the sureties, but an extension of time with or without such consent shall not release the sureties from their obligations, which shall remain in full force and effect until the discharge of the contract.

If delays from any of the above mentioned causes occur after the expiration of the contract period, no liquidated damages shall accrue for the period equivalent to such delay.

If for any reason behind the control of the City or the contractor, or by reason of the acts of God, strikes, lockouts, unusual floods, alien enemies, injunctions, or any other unforeseen causes beyond the control of the city or the contractor, the execution of this contract is delayed, or the commencement of the work thereunder is delayed, or the completion of the contract is delayed, then and in that event neither party to this contract shall be held at fault, and the time for the entering into of the contract shall be extended for an equivalent period of time, or time for the completion of said contract shall be extended for an equivalent period of time, and if such delay, due to a cause beyond the control of the City or the contractor, or by reason of any of the acts hereinabove specified, results in an increased unit cost, or results in a decreased unit cost, a fair and equitable sum therefor, to be agreed upon between the contractor and the City shall be added to or deducted from the contract price as the case may be. No allowance will be made for anticipated profits.

The contractor agrees to commence and carry on the work of refilling said trench as the pipe is installed; provided, however, that such work of refilling shall be done at such times and in such manner and only after the Engineer shall have notified said contractor in writing to commence said work of refilling, and shall progress under the direction of the Engineer.

The Contractor agrees to fill such trench in such manner as will restore the

ground as nearly as possible to the condition it was in prior to the excavation, and in all cases where excavation is to be made in public highways the filling of such trench and the restoration of such highways shall be made in such manner as shall be approved by the Engineer and the County Surveyor.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

50,000 Cu. Yds. of excavation from Sta. 431 plus 40.7 to Sta. 810
plus 00 at the entrance to Mission Gorge, at \$0.60 per Cu. Yd.
5,400 Cu. Yds. of excavation from Sta. 810 plus 00 to Sta. 900 plus
00 at the end of Mission Gorge, at \$2.85 per Cu. Yd.
21,960 Cu. Yds. of excavation from Sta. 900 plus 00 to Sta. 1148 plus
00 at the Fairmount Avenue Extension, at \$1.80 per Cu. Yd.
28,440 Cu. Yds. of excavation from Sta. 1148 plus 00 to end of the
line at University Heights Reservoir, at \$1.34 per Cu. Yd.

said payments to be made as follows:

After the excavation has been checked for line and grade and accepted by the Engineer, a payment of sixty per cent. (60%) of the said contract price shall be made. After final acceptance of any back-filled section, a further payment of twenty-five per cent. (25%) of the said contract price shall be made, and fifteen per cent. (15%) 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 said work 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.

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 the City.

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 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 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 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 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 said 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 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 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 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 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 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 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 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
L. C. MAIRE

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

FRED A. HEILBRON
DON M. STEWART
Members of the Common Council
C. E. GREEN, Contractor.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR., Deputy
City Attorney.

I hereby approve the form of the foregoing Contract this 13 day of May, 1926.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between C. E. Green and the City of San Diego, California, being Document No. 189101.

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

By *August M. Waldstrom* Deputy.

THE PREMIUM FOR THIS BOND FOR
A TERM OF two YEARS
IS \$170.00 KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, 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 FORTY-TWO HUNDRED AND FIFTY DOLLARS (\$4250.00), 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 himself, his heirs, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of May, 1926.

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 construction of 2950 feet of pavement on LINDA VISTA ROAD, beginning at Station 0 plus 00 at the City Limits, and extending westward to Station 29 plus 50, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

H. H. PETERSON, 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,) ss.
COUNTY OF SAN DIEGO,)

On this 22nd day of May 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared GEO. D. EASTON and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said GEO. D. EASTON, and F. F. EDELEN, as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

CLARENCE A. MOORE
Notary Public, in and for said County and State.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR., Deputy
City Attorney.

(SEAL) I hereby approve the form of the within Bond, this 22nd day of May, 1926.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 24th day of May, 1926.

(SEAL) ATTEST:
By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, 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, 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 EIGHT THOUSAND FIVE HUNDRED Dollars (\$8,500.00), 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, 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 22nd day of May, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named H. H. PETERSON 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, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of 2950 feet of pavement of LINDA VISTA ROAD, beginning at Station 0 plus 00 at the City Limits, and extending westward to Station 29 plus 50, in accordance with the plans and 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 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:

(SEAL) ATTEST:
F. F. EDELEN
Its Attorney In Fact
STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

H. H. PETERSON, Principal
MARYLAND CASUALTY COMPANY, Surety
By GEO. D. EASTON
Its Attorney In Fact.

On this 22nd day of May, 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared GEO. D. EASTON and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said GEO. D. EASTON, and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.
(SEAL) CLARENCE A. MOORE

Notary Public, in and for said County and State.
I hereby approve the form of the within Bond, this 24 day of May, 1926.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 24th day of May, 1926,

(SEAL) ATTEST:
ALLEN H. WRIGHT
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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, State of California, this 24th day of May, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and H. H. PETERSON, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The construction of 2950 feet of pavement on LINDA VISTA ROAD, in said City of San Diego, California, beginning at Station 0 plus 00 at the City Limits, and extending westward to Station 29 plus 50, all as particularly and in detail set forth in those certain plans, drawings, typical cross-sections and specifications contained in Documents No. 187762 and No. 187916 on file in the office of the City Clerk of said City, 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 said work, at and for the following prices, to-wit:

- Excavation, per cubic yard,-----\$0.70
- Embankment, per cubic yard,-----\$0.10
- Five-inch concrete pavement, per square foot,-----\$0.205
- 36-inch D. S. concrete pipe, per lineal foot,-----\$6.00
- 18-inch D. S. concrete pipe, per lineal foot,-----\$3.00

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 seventy-five days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

- Excavation, per cubic yard,-----\$0.70
- Embankment, per cubic yard,-----\$0.10
- Five-inch concrete pavement, per square foot,-----\$0.205
- 36-inch D. S. concrete pipe, per lineal foot,-----\$6.00
- 18-inch D. S. concrete pipe, per lineal foot,-----\$3.00

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 has been 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 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 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 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 said 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 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 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 not be 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 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 the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

H. H. PETERSON, Contractor.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, JR., Deputy
City Attorney.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract this 25 day of May, 1926.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between H. H. Peterson and the City of San Diego, California, being Document No. 189806.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August Wadstrom* Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That GENERAL CHEMICAL COMPANY, a corporation, 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 SIX HUNDRED FIFTY DOLLARS (\$650.00), lawful money of the United States of America to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns; and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of May, 1926.

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 -

80 - Tons of Sulphate of Alumina, 2 cars of 80,000

pounds each, f.o.b. City spur track California

and Grape Streets, 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.

GENERAL CHEMICAL COMPANY

By PHIL. A. OLSON, Branch Manager,
Principal

(SEAL) ATTEST:
PAUL J. EMME

Subscribed & sworn to before me by Phil. A. Olson this 8th day of May, 1926.

THE FIDELITY AND CASUALTY COMPANY OF
NEW YORK

State of California,)
County of Los Angeles,)ss.

By CECILIA STOREY, Attorney; Surety (SEAL)

On this 8th day of May in the year One Thousand Nine Hundred and twenty six 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.

(SEAL)

PAUL J. EMME
Notary Public in and for the County of Los Angeles
State of California.

My commission expires

I hereby approve the form of the within Bond, this 10 day of May, 1926.

S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of May, 1926.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILERON
DON M. STEWART
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, State of California, this 10th day of May, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GENERAL CHEMICAL COMPANY, a corporation party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

80 - Tons of Sulphate of Alumina, two cars of 80,000 pounds each,
f.o.b. City spur track California and Grape Streets, San Diego,
California; said sulphate of alumina 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 to furnish and deliver the material above described at and for the following prices, to-wit:

The price of One Dollar and Sixty Cents (\$1.60) per cwt.,

Said contractor agrees to begin delivery of said material within seven (7) days from and after the date of the execution of this contract, and to complete said delivery on or before the day of , 192 . (as specified).

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

The sum of One Dollar and Sixty Cents (\$1.60 per cwt.)

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor has caused this instrument to be executed by its proper officer, thereunto duly authorized, and its corporate name and seal to be hereunto affixed, the day and year in this agreement first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

(SEAL) ATTEST:

PAUL J. EMME
Subscribed & sworn to before me by Phil
Olson this 8th day of May 1926.

GENERAL CHEMICAL COMPANY
By PHIL. A. OLSON, Branch Manager.
Contractor.

I hereby approve the form of the foregoing contract, this 7 day of May, 1926.

S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR., Deputy.
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the General Chemical Company and the City of San Diego, California, being Document No. 189108.

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

By *August M. Kadstrom* Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That E. C. LIPSCOMB and E. E. DUTTON, doing business under the firm name and style of LIPSCOMB & DUTTON, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND

as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED FIFTY Dollars (\$950.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 8th day of May, 1926.

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 Repair the north and south ends of the Thirtieth Street Bridge, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

C. T. DUFFEY, San Diego, Calif.

LIPSCOMB & DUTTON

E. E. DUTTON

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) ss

COUNTY OF SAN DIEGO)

On this 8th day of May 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared GEO. D. EASTON and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said GEO. D. EASTON, and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

CLARENCE A. MOORE

(SEAL)

Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this 10 day of May, 1926.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of May, 1926.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk

FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That E. C. LIPSCOMB AND E. E. DUTTON, doing business under the firm name and style of - LIPSCOMB & DUTTON, a co-partnership, as Principal, and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, 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 EIGHTEEN HUNDRED NINETY Dollars (\$1890.00), lawful money of the United States, for which payment, 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 AND SEALED THIS 8th day of May, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and above named LIPSCOMB & DUTTON 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 to

The complete repair of the north and south ends of the Thirtieth Street Bridge.

In accordance with the plans and 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 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 material 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;

ATTEST:

C. T. DUFFEY, SAN DIEGO, CALIF.

LIPSCOMB & DUTTON

E. E. DUTTON

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) ss

COUNTY OF SAN DIEGO)

On this 8th day of May 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared GEO. D. EASTON and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me

that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said GEO. D. EASTON, and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

(SEAL) WITNESS my hand ^{and} seal the day and year in this certificate first above written.

CLARENCE A. MOORE

Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this 10 day of May, 1926.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of May, 1926.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 10th day of May, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and 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 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 complete repair of the Thirtieth Street Bridge, in accordance with the plans and specifications on file in the Office of the City Clerk under Document No. 188054.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

The sum of THREE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS (\$3778.00).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by them to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of THREE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS (\$3778.00).

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. of the said contract price shall be paid said contractor, and twenty-five per cent. of the whole contract price, and 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 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 they 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 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 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 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 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 said 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 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 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 con-

tract 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 them to be outside the requirements of this contract, or considers any record or ruling of the ____, 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 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 in this agreement first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

ATTEST: C. T. DUFFEY, San Diego, Calif.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

LIPSCOMB & DUTTON

E. E. DUTTON

Contractor.

I hereby approve the form of the foregoing Contract this 10 day of May, 19__.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR., 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, California, being Document No. 189110.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of April, 1926, 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 ORANGE AND LEMON PRODUCTS CO., 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:

A portion of Block 19 of Municipal Tidelands Subdivision Tract No. 1, 100 feet by 200 feet, particularly described as follows: Beginning at the northwest corner of said Block 19, running from Belt Street 100 feet east along F Street; thence south 200 feet; thence west 100 feet to Belt Street; thence north 200 feet to the point of beginning; giving a frontage of 100 feet on F Street, and 200 feet on Belt Street; as per map of said Subdivision adopted by the Common Council of The City of San Diego on September 15, 1915, and 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 Lessee, for a term of twenty-five years from and after the date of the execution of this lease, at a rental of two and one-half cents (2-1/2¢) per square foot per year, for the first two years of said term, and four cents (4¢) per square foot per year for the following three years of said term, and at the end of the first five years the rental for the unexpired term of this lease shall be fixed by the Common Council of The City of San Diego and the Harbor Commission of said City; said rentals to be paid in advance in equal monthly installments, 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 and erection of a factory for the manufacture of fruit juices, crystalized orange and lemon peel, and other food stuffs.

(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 (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 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 born 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 the lease, hereby acknowledges the right of said Common Council to take possession of said premises immediately upon the neglect or refusal of said Lessee to comply with the terms and conditions hereinbefore mentioned.

Upon the expiration or sooner termination of this lease, the Lessee hereunder, or its successors or assigns, shall remove from the demised premises any and all improvements placed thereon by the Lessee, its successors or assigns.

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.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO,

By M. A. GRAHAM

J. W. SEFTON

W. P. CRONAN

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

LESSOR.

ORANGE & LEMON PRODUCTS CO., Inc.

By R. W. WALTERS, Vice President

(SEAL) Attest: J. V. C. TAYLOR, Secretary

LESSEE

I hereby approve the form of the foregoing Lease this 17 day of May, 1926.

S. J. HIGGINS, CITY ATTORNEY,

By FRANK M. DOWNER, JR.,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease, with the City of San Diego, California, and Orange & Lemon Products Co., Inc., being Document No. 182902.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom, Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That LIPSCOMB & DUTTON, a co-partnership composed of E. C. Lipscomb and E. E. Dutton, as Principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of 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 DOLLARS (\$800.00), 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 15th day of May, 1926.

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 improvement of Alabama Street and Myrtle Avenue, in the City of San Diego, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

LIPSCOMB & DUTTON

By E. E. DUTTON, Principal

MARYLAND CASUALTY COMPANY, Surety.

By V. WANKOWSKI,

Its Attorney in Fact

(SEAL) ATTEST:

F. F. EDELEN

Its Attorney in Fact.

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO) ss

On this 15th day of May, 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared V. WANKOWSKI and F. F. EDELEN known to me to be the persons whose

~~xxxxxxx~~ names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said V. WANKOWSKI, and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.
(SEAL) CLARENCE A. MOORE

Notary Public, in and for said County and State

I hereby approve the form of the within Bond, this 17th day of May, 1926.

S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of May, 1926.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That LIPSCOMB & DUTTON, a co-partnership composed of E. C. Lipscomb and E. E. Dutton, 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, and to be performed under and by virtue of the contract hereinafter mentioned, in the sum of SIXTEEN HUNDRED Dollars (\$1600.00), lawful money of the United States, for which payment, 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 AND SEALED THIS 15th day of May, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named LIPSCOMB & DUTTON 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 Improvement of Alabama Street and Myrtle Avenue, in the City of San Diego, California, In accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth;

NOW, THEREFORE, said 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 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:

LIPSCOMB & DUTTON

by E. E. DUTTON

Principal

MARYLAND CASUALTY COMPANY, Surety

By V. WANKOWSKI

Its Attorney in Fact

(SEAL) ATTEST:

F. F. EDELEN

Its Attorney in Fact.

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO) ss.

On this 15th day of May, 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared V. WANKOWSKI and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their names as attorneys in fact. I further certify that said instrument was executed by said V. WANKOWSKI, and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.
(SEAL) CLARENCE A. MOORE

Notary Public, in and for said County and State.

I hereby approve the form of the within Bond, this 17th day of May, 1926.

S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of May, 1926.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 17th day of May, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and 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 Contractor, WITNESSETH:

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

The improvement of Alabama Street and Myrtle Myrtle Avenue, in said City, in accordance with the plans and specifications on file in the Office of the City Clerk of said City under Document No. 188588.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

2106.2 cu. yds. embankment	at \$0.86 per yd.	\$1811.33
389.5 sq. ft. sidewalk	.25 per ft.	122.38
63.5 lin. ft. curb	.70 " "	44.45
2 curb inlets	\$295.00 each	590.00
138' 30" DS Concrete pipe	4.25 per ft.	586.50
30' 6" concrete sewer pipe	.50 " "	15.00

Total \$3169.66

Said contractor agrees to commence said work within 15 day from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within sixty (60) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by them to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

2106.2 cu. yds. embankment	at \$0.86 per yd.	\$1811.33
389.5 sq. ft. sidewalk	.25 per ft.	122.38
63.5 lin.ft. curb	.70 " "	44.45
2 curb inlets	295.00 each	590.00
138' 30" DS Concrete pipe	4.25 per ft.	586.50
30' 6" concrete sewer pipe	.50 " "	15.00

Total \$3169.66

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 contractor, 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 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 they 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 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 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 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 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 said 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 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 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~~ 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 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 them to be outside the requirements of this contract, or considers any record of 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 The City of San Diego, acting by and through the members of the Common Council of said City, under and pursuant to a resolu-

tion authorizing such execution, and the said contractors have hereunto subscribed their names the day and year in this agreement first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

LIPSCOMB & DUTTON

by E. E. DUTTON

Contractor.

I hereby approve the form of the foregoing Contract this 15 day of May, 1926.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR., 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, California, being Document No. 189452.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Madstrom* Deputy.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, 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 FIFTY DOLLARS (\$150.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of May, 1926.

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 improvement of DALE STREET, between Thorn and Spruce Streets, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

H. H. PETERSON, Principal.

MARYLAND CASUALTY COMPANY, Surety

By V. WANKOWSKI

Its Attorney In Fact

(SEAL) ATTEST:

F. F. EDELEN

Its Attorney In Fact

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this 14th day of May 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared V. WANKOWSKI and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said V. WANKOWSKI, and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

CLARENCE A. MOORE

(SEAL)

Notary Public, in and for said County and State

I hereby approve the form of the within Bond, this 17 day of May, 1926.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of May, 1926.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk

FRED W. SICK, Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, 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, 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 THREE HUNDRED Dollars (\$300.00), 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 14th Day of May, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named 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 improvement of DALE STREET, between Thorn and Spruce Streets, 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, 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

HH-PETERSON
contract
the party of the second part
therein, who
contract is
hereby re-
ferred to
and

County

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:

(SEAL) ATTEST:
F. F. EDELEN
Its Attorney In Fact
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

H. H. PETERSON, Principal
MARYLAND CASUALTY COMPANY, Surety
By V. WANKOWSKI
Its Attorney In Fact.

On this 14th day of May 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared V. WANKOWSKI and F. F. EDELEN, known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said V. WANKOWSKI and F. F. EDELEN, as attorneys in fact of the MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

(SEAL)

WITNESS my hand and seal the day and year in this certificate first above written.
CLARENCE A. MOORE
Notary Public, in and for said County and State.
I hereby approve the form of the within Bond, this 17 day of May, 1926.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of May, 1926.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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 17th day of May, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and H. H. PETERSON party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The improvement of DALE STREET, between Thorn and Spruce Streets, in accordance with the plans and specifications on file in the Office of the City Clerk of said City contained in Document No. 188586.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

Curb, per lineal foot, - - - - -	\$ 1.00
Sidewalk, per square foot, - - - - -	0.25
Curb Inlet No. 1, - - - - -	200.00
Curb Inlet No. 2, - - - - -	150.00
Grading embankment, per cubic yard, - - - - -	1.20
Lowering 30" corrugated iron pipes, - - - - -	50.00

Said contractor agrees to commence said work within 15 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within thirty (30) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Curb, per lineal foot, - - - - -	\$ 1.00
Sidewalk, per square foot, - - - - -	0.25
Curb Inlet No. 1, - - - - -	200.00
Curb Inlet No. 2, - - - - -	150.00
Grading embankment, per cubic yard, - - - - -	1.20
Lowering 30" corrugated iron pipe, - - - - -	50.00

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. of the said contract price shall be paid said contractor, 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 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, 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 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 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 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 said 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 on 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 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 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 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 hereunto subscribed his name the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. AMAIRELLI
FRED A. HEILBRON
DON M. STEWART

Members of the Common Council
H. H. PETERSON, Contractor.
S. J. HIGGINS, City Attorney
By FRANK M. DOWENR, JR., Deputy
City Attorney.

I hereby approve the form of the foregoing Contract 13 day of May, 1926.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between H. H. Peterson and the City of San Diego, California, being Document No. 189453.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By *August M. Walstrom* Deputy.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, 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 Fifty-five Dollars (\$155.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of May, 1926.

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 repair and improve 29th Street and A Street, in accordance with the plans and specifications on file in the Office of the City Clerk under Document No. 188587, referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST:
F. F. EDELEN
Its Attorney in Fact
STATE OF CALIFORNIA) ss
COUNTY OF SAN DIEGO)

H. H. PETERSON, Principal
MARYLAND CASUALTY COMPANY, Surety
By V. WANKOWSKI
Its Attorney in Fact.

On this 14th day of May 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared V. WANKOWSKI and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY

COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said V. WANKOWSKI, and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL)

Notary Public, in and for said County and State
I hereby approve the form of the within Bond, this 17 day of May, 1926.

CLARENCE A. MOORE

S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of May, 1926.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That H. H. PETERSON, 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, 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 THREE HUNDRED TEN Dollars (\$310.00), 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 14th day of May, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named H. H. PETERSON 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 improvement of 29TH STREET AND A STREET, in the City of San Diego, California, In accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth;

NOW, THEREFORE, 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 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:

(SEAL) ATTEST:

F. F. EDELEN
Its Attorney in Fact
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

H. H. PETERSON, Principal
MARYLAND CASUALTY COMPANY, Surety.
By V. WANKOWSKI
Its Attorney in Fact

On this 14th day of May 1926, before me, CLARENCE A. MOORE; a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared V. WANKOWSKI and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said V. WANKOWSKI, and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL)

Notary Public, in and for said County and State.
I hereby approve the form of the within Bond, this 17 day of May, 1926.

CLARENCE A. MOORE

S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR., Deputy
City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of May, 1926.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

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, State of California, this 17th day of May, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and H. H. PETERSON party of the second part, and therein after sometimes designated as the Contractor, WITNESSETH:

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

al to:
The improvement of 29TH STREET and A STREET, in accordance with the plans and specifications on file in the Office of the City Clerk of said City contained in Document No. 188587.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

Patching of paving, per square foot,-----	\$ 0.40
Culvert, concrete pipe 24", per l. ft.,-----	2.50
Relaying corrugated iron pipe, per l. ft.,-----	1.50
Curb, per lineal foot,-----	1.00
Walk, per square foot,-----	0.25
Curb Inlet No. 1,-----	175.00
Curb Inlet No. 2,-----	185.00
Embankment, per cubic yard,-----	1.00

Said contractor agrees to commence said work within 15 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within thirty (30) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Patching of paving, per square foot,-----	\$ 0.40
Culvert, concrete pipe 24", per l. ft.,-----	2.50
Relaying corrugated iron pipe, per l. ft.,-----	1.50
Curb, per lineal foot,-----	1.00
Walk, per square foot,-----	0.25
Curb Inlet No. 1,-----	175.00
Curb Inlet No. 2,-----	185.00
Embankment, per cubic yard,-----	1.00

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. of the said contract price shall be paid said contractor, 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 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, 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 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 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 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 said 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 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 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 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 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 hereunto subscribed his name, the day and year in this agreement first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council

H. H. PETERSON, Contractor.

I hereby approve the form of the foregoing Contract this 13 day of May, 1926.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, JR., 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 H. H. Peterson, being Document No. 189454.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy

AGREEMENT

THIS AGREEMENT, Made and entered into as of date the 5th day of May, 1926, between GILCHRIST ESTATE COMPANY, a corporation, duly organized and existing under and by virtue of the laws of the State of California, and having its principal place of business in the City of Los Angeles, County of Los Angeles, State of California, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, WITNESSETH:

WHEREAS, the party of the first part has heretofore been the owner of certain real property in the County of San Diego, State of California, more fully described in deed from John Johnston, Jr. and Dell Hale Johnston to said Gilchrist Estate Company, dated October 20, 1921, and recorded in the office of the County Recorder of said San Diego County, in Book 872, at Page 49, et seq., of Deeds, reference to which is hereby made for full and complete particulars; (and for the purposes hereof, the first party herein shall be considered the owner of the lots in Cajon Park described in said deed to Gilchrist Estate Company notwithstanding any prior conveyance thereof by the first party to one Claud Coffman, the party of the second part agreeing that this contract shall inure to the benefit of said Coffman and said lots in Cajon Park with the same force and effect as if the first party were the sole and absolute owner of said Coffman's lots, and

WHEREAS, the party of the Second part is purchasing from the party of the first part a portion of said lands consisting of about 124.578 acres, and

WHEREAS, a part of the consideration for such purchase, in addition to cash payments and other considerations, is the agreement of the party of the second part to furnish and supply water to the party of the first part, and its successors in interest, as hereinafter specified.

NOW, THEREFORE, in consideration of the premises, and for the purpose of stating and specifying the terms of said water agreement, it is hereby agreed between the parties hereto as follows:

(1) That whenever the party of the second part herein, or its successors or assigns, shall have completed any water development system along the San Diego River, or its tributaries, above the town or settlement known as Santee, in the County of San Diego, State of California, whether by means of wells, dams, reservoirs, or otherwise, then at any time thereafter, and during the time that such water development system shall be in place and water shall be transported by second party, its successors or assigns, from the place of such development, then the party of the second part, its successors or assigns, will furnish and deliver water from its said system to the party of the first part, its assigns or successors in interest, for the sole use upon said three hundred twenty (320) acre tract (including the tract so to be purchased by the second party herein,) or any part thereof all the water required for use upon and necessary for the irrigation of said 320 acre tract, whenever and as the same shall be demanded by the party of the first part, its successors or assigns; and in the amounts as so demanded, up to but not exceeding the amount necessary for irrigating said 320 acre tract.

It shall be optional with the party of the second part, its successors or assigns, to deliver said water into the upper storage reservoirs of the party of the first part, its successors or assigns, located upon said 320 acre tract (in which event the second party shall be paid for said water at the rate of three cents (3¢) per one hundred cubic feet of such water), or in lieu thereof, it shall be optional with the second party to provide and furnish, without expense to the first party, its own receptacle for said water, which shall be a water proof concrete sump or reservoir located at or near the southerly terminus of the first party's present existing supply pipe line, or as near thereto as the same can be placed on the northerly side of the San Diego River, such receptacle to have a capacity sufficient to irrigate the said 320 acres above mentioned, and to be properly connected with the distributing pipe or conduit of the first party, and such receptacle of the second party to be continuously supplied by the second party with a flow of water equivalent to the amount pumped therefrom by the first party, for the purposes and to the extent aforesaid (and in which event the second party shall be entitled to payment for the water so supplied at the rate of two cents (2¢) per one hundred cubic feet).

Nothing expressed or mentioned in, or to be implied from, this indenture, or any statement, agreement or other matter contained herein is intended or shall be construed to give to any person, firm or corporation, other than the parties hereto and their successors in interest, legal representatives and assigns, any legal or equitable right, remedy or claim under this indenture, or any covenants, conditions or provision herein contained, or with respect to any property, property rights, water rights or other interests described or mentioned in this indenture, or to acknowledge, admit or recognize any right, privilege, remedy or claim of any person, firm or corporation other than the parties hereto, their legal representatives and successors in interest, with respect to any right, claim or interest, real or asserted, in the waters of the San Diego River; or any part thereof; the covenants, provisions and conditions hereof and all matters expressed or mentioned herein or implied hereby being intended to be, and being, for the sole and exclusive benefit of the parties hereto and none other.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, the day and year in this Agreement first above written.

GILCHRIST ESTATE COMPANY,
By MALCOLM M. GILCHRIST

(CORPORATE SEAL)

Its President
(SEAL) Attest: ALMA L. GILCHRIST
Its Secretary
CITY OF SAN DIEGO,
a Municipal Corporation
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

The form of the foregoing contract is hereby approved this 5th day of May, 1926.
S. J. HIGGINS, City Attorney.
May 5, 1926.

S.J.H.
C.A.

Approved and agreed to May 10 1926.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between the City of San Diego, California and Gilchrist Estate Company, being Document No. 189573.

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

By August M. Wadstrom Deputy

M O D I F I C A T I O N O F A G R E E - M E N T

WHEREAS, on the 3rd day of May, 1926, an agreement was entered into by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and G. E. HARRINGTON, party of the second part, for the drilling of three (3) wells in the Riverview Basin, in the County of San Diego, State of California, in accordance with the specifications and as particularly set forth in said contract, which said contract is on file in the office of the City Clerk of said City under Document No. 188776; and

WHEREAS, the parties to said contract desire to amend said contract in certain particulars, NOW, THEREFORE,

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 24th day of May, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and C. E. HARRINGTON, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That that certain paragraph of the contract above mentioned and contained in Document No. 188776, on file in the office of the City Clerk of said City, reading as follows:

"Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: The sum of eight dollars (\$8.00) per foot, 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 fully paid, the balance remaining shall be paid to said contractor."

Be, and the said paragraph is hereby modified and amended to read as follows:

"Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: The sum of eight dollars (\$8.00) per foot; said payments to be made as follows: The Manager of Operation shall, at the end of each fifteen (15) days 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, seventy-five per cent. (75%) of the amount so estimated by the Manager of Operation 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 (35) days from the time that the Manager of Operation 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."

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

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART

Members of the Common Council.
C. E. HARRINGTON, Contractor.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Modification of Agreement this 24th day of May, 1926.

S. J. HIGGINS, City Attorney.

The foregoing Amendment to Contract, as hereinabove set out, is hereby approved, ratified and confirmed.

SIDNEY E. MAYER
C. K. HUGHES,

Sureties.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Modification of Agreement between the City of San Diego, California and C. E. Harrington, being Document No. 189670.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Madstrom Deputy.

UNDERTAKING FOR STREET
LIGHTING

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Sixty Dollars (\$60.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of May, A. D. 1926.

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 WALL STREET, between the westerly line of Ivanhoe Avenue and a line 60.27 feet easterly from the easterly line of Herschel Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract theretofor, 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.

(SEAL) ATTEST:

M. B. FOWLER

(SEAL) ATTEST:

F. S. BOWERS

Resident Assistant Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By W. F. RABER

THE AETNA CASUALTY AND SURETY COMPANY

By LEORY A. WRIGHT, Resident Vice-President

I hereby approve the form of the foregoing Undertaking this 24 day of May, 1926.

S. J. HIGGINS, City Attorney.

By S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 37770, passed and adopted on the 17th day of May, 1926, require and fix the sum of Sixty Dollars (\$60.00) as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

City Clerk of the City of San Diego.

By FRED W. SICK, Deputy.

THIS AGREEMENT, made and entered into this 24th day of May, 1926, 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 on WALL STREET, between the westerly line of Ivanhoe Avenue and a line 60.27 feet easterly from the easterly line of Herschel Avenue, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on the said Wall Street, between said points. Such furnishing of electric current and such maintenance of appliances shall be for the period Beginning January 30th, 1926, and ending December 31st, 1926.

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. 185429, 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 Forty-four and 66/100 Dollars (\$44.66), as follows:

Eleven 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 Four and 04/100 Dollars (\$4.04), and one warrant for the sum of Twenty-two Cents (\$0.22) to cover the additional 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 One Hundred Seventh-eight and 65/100 Dollars (\$178.65), as follows:

Eleven 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 "Wall Street Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of Sixteen and 19/100 Dollars (\$16.19), and one warrant for the sum of Fifty-six Cents (\$0.56) to cover the additional two days of said term.

And it is further mutually agreed that no part or portion of said sum of One Hundred Seventy-eight and 65/100 Dollars (\$178.65) shall be paid out of any other fund than said special fund designated as "Wall Street Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties of 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 Hundred Seventy-eight and 65/100 Dollars (\$178.65).

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 Forty-four and 66/100 Dollars (\$44.66), 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.

(SEAL) ATTEST:
M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By W. F. RABER
THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART

Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 24th day of May, 1926.

S. J. HIGGINS,
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 San Diego Consolidated Gas & Electric Company, being Document No. 189672.

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

By *August M. Wadstrom* Deputy.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That J. A. HUNT, as Principal and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED DOLLARS (\$400.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of June, 1926.

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 alter and repair the City Jail of The City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

J. A. HUNT, Principal
THE FIDELITY AND CASUALTY COMPANY OF
NEW YORK, Surety.
By DONALD B. GOLDSMITH, Attorney.

State of California)
County of San Diego) ss.

On this 1st day of June in the year One Thousand Nine Hundred and 26 before me, Helen C. Wallace a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY of NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

HELEN C. WALLACE

Notary Public in and for the County of State of California.

(SEAL)

I hereby approve the form of the within Bond, this 29 day of May, 1926.

My commission expires Mch. 12, 1930
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California this 1st day of June 1926.

(SEAL) ATTEST:
By ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART

Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That J. A. HUNT, 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, 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 mentioned, in the sum of EIGHT HUNDRED Dollars (\$800.00), 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 1st day of June, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named J. A. HUNT, 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 alteration and repair of the City Jail of 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, 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, 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;

J. A. HUNT, Principal
THE FIDELITY AND CASUALTY COMPANY OF
NEW YORK, Surety (SEAL)
By DONALD B. GOLDSMITH, Attorney.

STATE OF CALIFORNIA)
County of San Diego)ss.

On this 1st day of June in the year One Thousand Nine Hundred and 26 before me, Helen C. Wallace a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith 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 persons who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

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

(SEAL)

I hereby approve the form of the within Bond, this 29 day of May 1926.

My Commission expires March 12, 1930
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 1st day of June, 1926.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 1st day of June, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and J. A. HUNT 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 tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The alteration and repair of the City Jail of The City of San Diego, California, in accordance with the plans, drawings, typical cross-sections and specifications therefor filed in the Office of the City Clerk of said City under Document No. 188744.

Said contractor hereby agreed to do and perform all of said work, at and for the following prices, to-wit:

For the sum of One Thousand Five Hundred Fifty-Nine and 40/100 Dollars (\$1559.40).

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 covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For the sum of One Thousand Five Hundred Fifty-Nine and 40/100 Dollars (\$1559.40). 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 contractor, 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 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, 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 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 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 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 Building Inspector of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of said 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 nec-

essary 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 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 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 Building Inspector, as unfair he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record and ruling.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of 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 hereunto subscribed his name the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.

By JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

J. A. HUNT, Contractor.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR., Deputy
City Attorney.

I hereby approve the form of the foregoing Contract this 28 day of June, 1926.

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. A. Hunt, being Document No. 190053.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadistron* Deputy.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING COMPANY, a co-partnership composed of R. E. Hazard and E. B. Gould, as Principal, and ROYAL INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND ONE HUNDRED DOLLARS (\$1100.00), 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 bind themselves, their heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of June, 1926.

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 improvement of REDWOOD STREET and 30th STREET, in accordance with the plans and specifications on file in the Office of the City Clerk of said City under Document No. 188056, referred to in said contract, and for the contract price therein set forth.

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

R. E. HAZARD CONTRACTING CO.,
by R. E. HAZARD

Principal

ROYAL INDEMNITY COMPANY, Surety.

By RALPH E. BACH

Its Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On this 1st day of June, in the year one thousand nine hundred and twenty-six before me, Lucille Macy a Notary Public in and for said County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared Ralph E. Bach known to me to be the Attorney in Fact of the ROYAL INDEMNITY COMPANY the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he 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 the said County the day and year in this certificate first above written.

LUCILLE MACY

(SEAL)

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

My commission expires March 27th, 1929.

I hereby approve the form of the within Bond, this 1st day of June, 1926.

S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 1st day of June, 1926.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD CONTRACTING COMPANY, a co-partnership composed of R. E. Hazard and E. B. Gould, as Principal, and ROYAL INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, 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 TWENTY ONE HUNDRED FIFTY Dollars (\$2150.00), lawful money of the United States, for which payment, 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 AND SEALED THIS 1st day of June, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named R. E. HAZARD 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 improvement of Redwood Street and 30th Street, in the City of San Diego, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth;

NOW, THEREFORE, should said 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 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:

R. E. HAZARD CONTRACTING CO.

by R. E. HAZARD

Principal

ROYAL INDEMNITY COMPANY, Surety

By RALPH E. BACH

Its Attorney-in-Fact.

(SEAL)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On this 1st day of June in the year one thousand nine hundred and twenty-six before me, Lucille Macy an Notary Public in and for said County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared Ralph E. Bach known to me to be the Attorney in Fact of the ROYAL INDEMNITY COMPANY the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he 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 the said County, the day and year in this certificate first above written.

LUCILLE MACY

(SEAL)

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

My commission expires March 27th, 1929.

I hereby approve the form of the within Bond, this 1st day of June, 1926.

S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 1st day of June, 1926.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

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, State of California, this 1st day of June, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and R. E. HAZARD and E. B. GOULD, doing business under the firm name and style of R. E. HAZARD CONTRACTING COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The improvement of Redwood Street and 30th Street, in accordance with the plans and specifications on file in the Office of the City Clerk under Document No. 188056.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: For the sum of FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS (\$4250.00).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by them to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS (\$4250.00).

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 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 contractor further agrees that they 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 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 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 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 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 said 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 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 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 them to be outside the requirements of this contract, or considers 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 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 in this agreement first above written.

THE CITY OF SAN DIEGO.

By JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council

R. E. HAZARD CONTRACTING CO., Contractors

By R. E. HAZARD

S. J. HIGGINS,

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, JR., Deputy.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Contract this 22 day of May, 1926.

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 R. E. Hazard Contract Co., being Document No. 190054.

ALLEN H. WRIGHT, City Clerk of the City of San Diego
By August M. Hadstrom, Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That LIPSCOMB & DUTTON a co-partnership composed of E. C. Lipscomb and E. E. Dutton, as Principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under the laws of the State of MARYLAND, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED DOLLARS (\$400.00), 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 4 day of June, 1926.

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 repair and improve GREGORY STREET, between Upas Street and Thorn Street, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

LIPSCOMB & DUTTON
by E. E. DUTTON, 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 SAN DIEGO) ss

On this 4th day of June 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared GEO. D. EASTON and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said GEO. D. EASTON, and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL) Notary Public, in and for said County and State
I hereby approve the form of the within Bond, this 5th day of June, 1926.

S. J. HIGGINS, City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, 7th day of June, 1926.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

(SEAL) ATTEST:
By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That LIPSCOMB & DUTTON, a co-partnership composed of E. C. Lipscomb and E. E. Dutton, 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, 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 EIGHT HUNDRED Dollars (\$800.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 4th day of June, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named LIPSCOMB & DUTTON 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 improvement of GREGORY STREET, between Upas and Thorn Streets, in accordance with the plans and 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 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:

LIPSCOMB & DUTTON
by E. E. DUTTON
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 SAN DIEGO) ss

On this 4th day of June 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared GEO. D. EASTON and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said GEO. D. EASTON, and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL)

CLARENCE A. MOORE
Notary Public, in and for said County and State
I hereby approve the form of the within Bond, this 5th day of June, 1926.
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 June, 1926.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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, State of California, this 7th day of June, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and E. C. LIPSCOMB and E. E. DUTTON, doing business under the firm name and style of LIPSCOMB & DUTTON party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The improvement of GREGORY STREET, between Upas Street and Thorn Street, in accordance with the plans, and specifications on file in the Office of the City Clerk under Document No. 188055.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: For the sum of ONE THOUSAND FIVE HUNDRED SEVENTY-TWO DOLLARS (\$1572.00).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by them to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For the sum of ONE THOUSAND FIVE HUNDRED SEVENTY-TWO DOLLARS (\$1572.00).
said payments to be made as follows: Upon completion of the said work, and the acceptance of the same by the Common Council of the City of San Diego, seventy-five per cent. of the said contract price shall be paid said contractor, 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 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 they 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 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 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 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 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 said 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 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 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 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 them to be outside the requirements of this contract, or considers 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 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 have hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.
LIPSCOMB & DUTTON
by E. E. DUTTON

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

Contractor

I hereby approve the form of the foregoing Contract 5th day of June, 1926.
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 Lipscomb & Dutton, being Document No. 190350.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Wadstrom 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 23rd, 1926; 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 1st day of June, 1926.

(SEAL)
ATTEST:
ALLEN H. WRIGHT
City Clerk

By Fred W. Sick, Deputy.

THE CITY OF SAN DIEGO
By JNO. A. HELD
L C MAIRE
FRED A HEILBRON
DON M STEWART
Members of the Common Council.

Lessor

JOHN ZWECK
Lessee.

I hereby approve the form of the foregoing Lease, this 19th day of April, 1926.

S J HIGGINS, City Attorney,
By, Frank M. Downer Jr 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 John Zweck, Being document No. 188170.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
By August M. Wadstrom Deputy.
By Mrs. H.

ASSIGNMENT OF LEASE

For and in Consideration of Ten Dollars hereby grant, assign and transfer to the City of San Diego that certain Lease executed by S.R.Allen and George W. Gibson to Charles M. Wheeler dated January 4th, 1926.

Together with the Promissory Note therein described, and the money to become due thereon, with the interest.
Dated, San Diego, Calif., this 1st day of March, 1926.

CHARLES M. WHEELER,

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

On this 1st day of March, 1926, before me A. Laurie Brazee a Notary Public in and for said County and State, personally appeared Charles M. Wheeler, known to me to be the

person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

A LAURIE BRAZEE,

Notary Public in and for said County and State.

THIS AGREEMENT made this 4th day of January, 1926, by and between S.R.Allen and Geo. W. Gibson of San Diego County, California, parties of the first part, and Charles M. Wheeler, of the same place, party of the second part;

W I T N E S S E T H

That said parties of the first part agree with the party of the second part that they will properly plow, harrow, till, fit and prepare for seeding, according to the rules of good husbandry, ten (10) acres of that certain property situated in San Diego County, California, and described as follows: One Hundred TwentySeven (127)

Lots One Hundred Twenty-six (126), One Hundred Twenty-eight (128) and One Hundred Twenty-nine (129) of Riverside Farms, adjacent to Riverside, California, and to sow the same with good, clean oats, furnishing all of the said oats necessary therefor, on or before the day of January, 1926, and that they will at the proper time cut, harvest and place in shock said crop and make hay thereof and deliver one-fourth ($\frac{1}{4}$) part of such crop to said party of the second part in shock; and said party of the second part agrees to accept one fourth ($\frac{1}{4}$) part of the said crop in shock and to pay one-fourth ($\frac{1}{4}$) part of the baling charges, and to receive one-fourth ($\frac{1}{4}$) part of the baled hay in the field.

This lease shall extend for period of 1926 only, and said parties of the first part shall attend to said crop diligently, cut and harvest the same at the proper time and see that said hay is baled at such time as will insure the best quality of hay or as soon after as baler can be obtained, and not allow the same to lie for an undue length of time in the shock; and that after said crop is harvested and baled, will remove their portion of said crop promptly from the field.

And the said party of the second part, in consideration of the foregoing agreement, promises and agrees to and with said parties of the first part that they may enter in and upon said field for the purpose of tilling and sowing the same and of harvesting the crop, and free ingress and egress to have and enjoy for the purposes aforesaid.

IN WITNESS WHEREOF, the said parties have hereunto set their hands to duplicate copies hereof this 4th day of January, 1926.

S R ALLEN

GEO. W. GIBSON,

Parties of the First Part.

CHARLES M. WHEELER,

Party of the Second Part.

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

On this 12th day of April, 1926; before me Y.A.Jacques, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared S.R.Allen, known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL)

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

RECORDED AT REQUEST OF City Clerk Jun 10 1926, at 6 Min past 9 o'clock A.M.
in Book No. 23 Page 177 of Leases Records of San Diego, County, Calif.,

JOHN H. FERRY, County Recorder
By N.C. Parsons, Deputy.

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 Charles M. Wheeler, Being Document No. 186570.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.
By Mrs. H.

AGREEMENT OF LEASE.

THIS AGREEMENT OF LEASE made and entered into as of the 1st day of December 1925, by and between the CITY OF SAN DIEGO, CALIFORNIA, a municipal corporation, hereinafter designated lessor, (whether one or more) and F.C.Hopkins, hereinafter designated lessee (whether one or more)

W I T N E S S E T H

That the lessor, for and in consideration of the payment of the rents to be paid by the lessee as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

A parcel of land comprising a portion of Parcel 14 under lease and option to the City of San Diego by the San Dieguito Water Company, contiguous to and just below the 330' U.S.G.S. contour of Hodges Reservoir south of that road known as Relocation Route 3, Division L, of the nominal area of one acre, more or less, together with all buildings thereon known as the Barnett Ranch buildings except; one frame barn leased to T.A.Evans.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the

term of one year, commencing on the 1st day of December, 1925, and ending on the 30th day of November, 1926, and for the total rental of Three hundred Dollars, (\$300.00), payable as follows: Twenty-five Dollars (\$25.00) upon signing of lease; One Hundred Twenty-five Dollars (\$125.00) on March 1, 1926, Seventy-five dollars (\$75.00) on June 1, 1926., and Seventy-five Dollars (\$75.00) on September 1, 1926.

In consideration of the premises the lessee agrees with the lessor as follows:

(a) That the lessee will pay the said rental promptly at the times when the same shall become payable as above provided; that lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that lessee will at all times, and at lessee's own cost and expense keep the buildings and other improvements on said demised premises in good repair and condition; that lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the lessor shall have, and said lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give to the lessee at least 30 days' notice of lessor's intention so to do. Such notice may be served upon the lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said lessor shall pay to the lessee a sum which shall be sufficient to compensate the lessee for the damage which the lessee may suffer by reason of the termination of said lease by the lessor, as above provided, prior to the expiration of the term as herein fixed if the lessor and the lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the lessor and one by the lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the lessor, nor shall the lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining in each instance, the written consent thereto by the lessor.

The lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the lessee, the lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the lessee shall peaceably surrender full possession of said premises to the lessor.

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

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

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

CITY OF SAN DIEGO, CALIFORNIA, Lessor,

(SEAL)

By

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART.

F. C. HOPKINS
Lessee

ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, Deputy.

I HEREBY approve the form of the foregoing lease this 8th day of February, 1926.

S. J. HIGGINS, City Attorney
By Frank M. Downer, Jr.,
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, California and F.C. Hopkins Being Document No. 184972.

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

By August M. Hadstrom Deputy.

OPTION AGREEMENT

For and in consideration of the sum of One Thousand Dollars (\$1000.00) to us in hand paid by the City of San Diego, a municipal corporation, the receipt whereof is hereby acknowledged by Henry Frati, Enfrosia Pedrini and Mary Benassi, ~~xxxxxx~~ of the County of San Diego, State of California, said Henry Frati, Enfrosia Pedrini and Mary Benassi do hereby give and grant to said The City of San Diego an option to purchase the following described property situated in the County of San Diego, State of California, to wit:

All that portion of the northwest quarter of the southeast quarter and the southwest quarter of the southeast quarter and the southeast quarter of the southeast quarter of Section 30, Township 14 South, Range 1, East, S.B.M. (excepting therefrom 17.4 acres sold to L.H. Arnold).

Also, all of the west half of the southwest quarter of Section 29, Township 14, South, Range 1 East, S.B.M.

Containing in all 182.6 acres, more or less, for the sum of eighteen thousand dollars (\$18,000.00).

In the event that said sum of \$18,000.00 be not paid to Henry Frati, Enfrosia Pedrini and Mary Benassi at or before the termination of a twelve (12) month period from date hereof, then this option agreement shall terminate and be of no force or effect and Henry Frati, Enfrosia Pedrini and Mary Benassi shall be entitled to keep said sum of One Thousand Dollars (\$1000.00) the receipt whereof is heretofore acknowledged.

In the event that this option is exercised, as above provided, all sums paid in consideration of this option, shall be credited on and become a part of the purchase price above specified.

Dated this 12th day of May, 1926.

EUFRASIA PEDRINI
BY HENRY FRATI
MARY BENASSI

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

On this 12th day of May, 1926, before me James B. Ridgeway a Notary Public in and for said County, personally appeared Henry Frati, and Mary Benassi, known to me to be the persons described in and whose names are signed to the foregoing instrument, and they acknowledged to me that they executed the same.

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

JAMES B RIDGEWAY.

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

CERTIFY, that the above and foregoing is a full, true and correct copy of the same as the same was read to and between the City of San Diego, California, and Henry Frati and Mary Benassi.

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

By *August M. Hadstrom* Deputy

A G R E E M E N T

between ELMONTE
of the laws of the
City of San Diego,
THE CITY OF SAN DIEGO

WHEREAS, the
real property in the County of San Diego, State of California, party of the first part, and
tract of land known as RIVERVIEW FARMS, party of the second part, WITNESSETH:

WHEREAS, the
part a portion of said lands

WHEREAS, a part
payments and other consideration
and supply water to the party of
specified.

NOW, THEREFORE, in consideration of the premises, and for the purpose of stating
and specifying the terms of said water agreement, the parties hereto have agreed between the parties hereto
as follows:

(1) That whenever the party of the first part, its successors or assigns, shall have completed any water development, above the town or settlement of California, whether by means of wells, water courses, or otherwise, then at any time thereafter, and during the time that such development shall be in place and water shall be transported by second party, its successors or assigns, from the place of such development, then the party of the second part, its successors or assigns, will furnish and deliver water from its said system to the party of the first part, its successors or assigns, for the sole use upon said Riverview Farms, or any part thereof, all the water required for use upon and necessary for the irrigation of said Riverview Farms, whenever and as the same shall be demanded by the party of the first part, its successors or assigns, and in the amounts as so demanded, up to but not exceeding the amount necessary for irrigating said Riverview Farms.

and The delivery of said water for that portion of Riverview Farms known as the low lands/for which at this time no storage is provided shall be made directly to the pipe line serving said area; the second party shall be entitled to payment for the water so supplied at the rate of two cents (2¢) per one hundred cubic feet. The delivery of said water for all other portions of said Riverview Farms shall be made to a waterproof concrete sump or reservoir located at or near the pump now operated by the Riverview Farms Mutual Water Company boosting water to reservoirs now serving highland areas in said Riverview Farms, said concrete sump or reservoir to be provided and furnished by said second party without expense to the first party. Second party shall be entitled to payment for the water so supplied at the rate of two cents (2¢) per one hundred cubic feet.

Nothing expressed or mentioned in, or to be implied from, this indenture or any statement, agreement or other matter contained herein is intended or shall be construed to give to any person, firm or corporation, other than the parties hereto and their successors in interest legal representatives and assigns, any legal or equitable right, remedy or claim under this indenture, or any covenants, conditions or provision herein contained, or with respect to any property, property rights, water rights, or other interests described or mentioned in this indenture, or to acknowledge admit or recognize any right, privilege, remedy or claim of any person, firm or corporation other than the parties hereto, their legal representatives and successors in interest, with respect to any right, claim or interest, real or asserted, in the waters of the San Diego River, or any part thereof: the covenants, provisions and conditions hereof and all matters expressed or mentioned herein or implied hereby being intended to be, and being for the sole and exclusive benefit of the parties hereto and none other.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized and their respective corporate

RECORDED AT REQUEST of City Clerk May 15, 1926, at 26 Min past 10 o'clock
M. in Book No. 1220, Page 190, of Deeds Records of San Diego County, Calif.
By N.C. Parsons, Deputy
JOHN H. FERRY, County Recorder

copy of
Benassi

seals to be hereunto affixed, the day and year in this Agreement first above written.

(SEAL)
ATTEST:
R E BACH, Secretary.
(SEAL)

EL MONTE RANCH COMPANY
By GEO. J. BACH, Vice-President.
CITY OF SAN DIEGO,
A Municipal Corporation,
VIRGILIO BRUSCHI
JNO A HELD
L.C. MAIRE
FRED A HEILBRON
DON M STEWART.

ATTEST:
ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, Deputy.

The form of the foregoing contract is hereby approved this 14th day of May, 1926.
S J HIGGINS, City Attorney.

STATE OF CALIFORNIA,)ss
COUNTY OF SAN DEIGO,)

On this 19th day of May, 1926, before me Lucille Macy, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Geo. J. Bach known to me to be the Vice-President and R.E. Bach, known to me to be the Secretary of the Corporation that executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)
My commission expires,
3-27-29.

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

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of Agreement between the City of San Diego, California and the El Monte Ranch Company, Being Document No. 189392,

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

By *August M. Hadstrom* Deputy.
By Mrs. H.

A G R E E M E N T

PREMIUM OF THIS BOND is \$150.00 Per Annum.

KNOW ALL MEN BY THESE PRESENTS, That H.O. Duerr, doing business under the name and style of THE SAN DIEGO DISPOSAL COMPANY, as Principal and GLOBE INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Ten Thousand (\$10,000.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 6th day of July, 1926.

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 accept, transport, carry away and dispose of all rubbish, trash and garbage, including dead animals, collected by the City of San Diego and delivered to said principal;

This bond is executed for an annual period commencing on the sixth day of July 1926 and expiring on the sixth day of July 1927 and is subject to renewal at the option of the Surety by renewal certificate and the payment of the annual premium therefor, in accordance with the said contract and for the contract price therein set forth.

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

H O DUERR

(SEAL)

Doing business under the name and style of
The San Diego Disposal Company.
PRINCIPAL

GLOBE INDEMNITY COMPANY
SURETY

By Percy H. Goodwin,
Attorney-in-fact.

I HEREBY APPROVE the form of the within Bond this 6th day of June, 1926.

S J HIGGINS, City Attorney,

APPROVED by a majority of the members of the Common Council of the City of San Diego California, this 6th day of July, 1926.
(SEAL)

ATTEST:
ALLEN H. WRIGHT, City Clerk
Fred W. Sick, Deputy.

VIRGILIO BRUSCHI
JNO A HELD
L C MAIRE
FRED A HEILBRON
DON M STEWART
Members of the Common Council.

STATE OF CALIFORNIA?

STATE OF CALIFORNIA'ss
COUNTY OF SAN DIEGO)

On this 6th day of July, 1926, before me L. McCagg, a Notary Public in and for the County of San Diego, personally appeared Percy H. Goodwin known to me to be the person whose names is subscribed to the within instrument as the attorney in fact of Globe Indemnity Company and acknowledged to me that he subscribed the name of Globe 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 County of San Diego, the day and year in this certificate first above written.

(SEAL)

My commission Expires, Oct. 5th, 1927.

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

C O N T R A C T

THIS AGREEMENT, made and entered into this 6th day of July, 1926, by and between H.O. Duerr, doing business under the name and style of The San Diego Disposal Company, 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, and hereinafter referred to as the City WITNESSETH:

WHEREAS, the party of the first part is engaged in the business of disposing of trash and garbage and refuse in the City of San Diego, and has heretofore, in writing, proposed to dispose of the trash, refuse and garbage collected from the streets and other places within the City of San Diego, California, by the City, which said proposal has been accepted by the Common Council on behalf of the said City, NOW THEREFORE, it is agreed:

That the party of the first part will accept, transport, carry away and dispose of all that rubbish, trash and garbage, including dead animals, collected by the City and delivered by said City to the first party's hopper to be located on property at a point to be selected by the Manager of Operation of the City of San Diego.

The City will collect and deliver, free of charge to the party of the first part, at the place hereinabove described, city refuse, consisting of rubbish and trash to be disposed of by the party of the first part, to the first party's said hopper located as above specified, and will pay to the said party of the first part the sum of thirteen hundred fifty dollars (\$1350.00) each month for the disposal thereof, so long as the amount thereof does not exceed six hundred fifty (650) truck loads per month; and in the event that said City delivers to said hopper as hereinabove described more than six hundred fifty (650) truck loads per month, said party of the first part hereby agrees to dispose of the same at a rate not to exceed the sum of two dollars (\$2.00) for each additional truck load over and above the said six hundred fifty (650) truck loads hereinabove mentioned.

Said party of the first part further agrees to transport, carry away and dispose of any dead animals and garbage which may be delivered by said City to said location hereinabove specified at the following rate: For each load the sum of two dollars (\$2.00) provided, however, that if the said party of the first part is requested to dispose of the carcasses of horses or cows, then and in that event a load shall consist of but one carcass of either a horse or a cow.

The said party of the first part agrees to pay to said City the sum of three dollars (\$3.00) per ton for all paper, rags and scrap iron delivered to and sold by it, and to furnish said City with a report of all shipments and weights taken in marketing the same. It is further understood and agreed by and between the parties hereto that the City shall at all times employ and maintain at the point of location of the first party's hopper, a clerk whose duty shall consist of checking and weighing all property subject to salvage, and which may be purchased under the terms of this agreement by said first party.

A truck load, as contemplated herein, except as hereinabove provided with respect to the carcasses of horses and cows, shall be the present standard load of the Sanitary Department of The City of San Diego.

This contract shall be in force for a period of ten (10) years from and after the date of the execution hereof.

In the event that said party of the first part shall fail to faithfully perform all the terms of this contract, as above outlined, it is expressly understood and agreed by and between the parties hereto that in that event and for any one single breach the Common Council shall have the right to cancel this contract, and offer the same to some other party.

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 hereinabove set forth.

IN WITNESS WHEREOF, the said party of the first part has hereunto subscribed his name, and 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, pursuant to a resolution authorizing such execution, the day and year first hereinabove written.

H O DUERR

Doing business under the name and style of
The San Diego Disposal Company, Party of
the first part.

(SEAL)

ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, Deputy.

THE CITY OF SAN DIEGO.

By Virgilio Bruschi,
JNO A HELD
L C MAIRE
FRED A HEILBRON
DON M STEWART,
Members of the Common Council
Party of the second part.

I HEREBY APPROVE the form of the foregoing Contract this 4th day of June, 1926.

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 San Diego Disposal Company, Being document No. 189999

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

L E A S E

THIS INSTRUMENT, made this 26th day of July, 1926, 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 and having its principal place of business in the City of San Diego, County of San Diego, State of California, (hereinafter called the "Licensor"), party of the first part, and the CITY OF SAN DIEGO, a municipal corporation (hereinafter called the "Licensee"), party of the second part:

IN CONSIDERATION of the sum of One Dollar (\$1.00) in handpaid 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 install, operate and maintain a 110 volt electric cable in and through one duct of the Licensor's underground conduit lines in Broadway between and including the manholes at Third Street and Sixth Street, and in Fifth Street between and including the manholes at C Street and E Street the location thereof being more particularly shown upon the Drawing B-2940 hereto attached and made a part hereof, which cable is for the purpose of transmitting electric energy for the operation of the electric traffic signal system to be installed by the City of San Diego

IN CONSIDERATION, of the foregoing license, the Licensee agrees, at its own cost and subject to the supervision and control of the Licensor, to install, operate and maintain said above mentioned cable in such a manner and of such material that it will not at any time be a source of danger to or interfere with the property of the Licensor, or the safe operation of its underground conduit lines and cables. 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 underground system, 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; 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 that it will furnish the Licensor with full drawings and specifications of the cable and signal system to be installed in the property of the Licensor and the Licensee also agrees that it will not perform any work of installation, renewal repair or maintenance to its cable system without first notifying the Licensor at least twenty-four hours before the start of such work.

The Licensee further agrees to at all times 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 installation, use, maintenance, state of repair or presence of the property of the Licensee, 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.

The Licensee also agrees not to hold the Licensor responsible for any damage to the property of the Licensee caused by the electric cables of the Licensor, or by the employees of the Licensor, whether through negligence or otherwise; or by any other cause, and which may be due to the presence of the property of the Licensee in the duct system of the Licensor

The Licensee also agrees to be responsible for and to pay for any damage done to the property of the Licensor by employees of the Licensee, whether through negligence or otherwise, and which may be due to the presence of the property of the Licensee in the duct system of the Licensor.

This License is given by the Licensor and accepted by the Licensee with the understanding that the granting of this License does not establish a precedent for the use of any other portion of the underground electric conduit system of the Licensor, as the Licensor retains the right to refuse similar license in any part or portion of its underground electric conduit system.

Any notice, request, or instructions 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.

All 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, shall be binding upon the Licensor without the consent of the Licensor in each instance.

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

(SEAL)

Attest M B FOWLER, Secretary.
ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, Deputy.

(SEAL)

SAN DIEGO CONSOLIDATED GAS AND ELECTRIC
COMPANY. By,
W F RABER, Vice-President and General
Manager.

CITY OF SAN DIEGO, CALIFORNIA.
VIRGILIO BRUSCHI
JNO A HELD
L C MAIRE
FRED A HEILBRON
DON M STEWART

APPROVED as to form this 20th day of July, 1926,

S J. HIGGINS, City Attorney.

APPROVED AS to Form F.N.Stearns, Counsel.

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 San Diego Consolidated Gas & Electric Company, Being Document No. 190213.

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

By *August M. Hadstrom* Deputy.

By Mrs. H.

C O N T R A C T

THIS AGREEMENT, made and entered into this 25th day of March, 1926, by and between the BOARD OF ADMINISTRATION OF THE CITY EMPLOYEES' RETIREMENT FUND OF THE CITY OF SAN DIEGO, Hereinafter called the party of the first part; and GEORGE B. BUCK, Actuary, of New York City, hereinafter called the party of the second part, WITNESSETH:

WHEREAS, the Charter of the City of San Diego Requires that the Board of Administration of the City Employees' Retirement Fund of the City of San Diego secure from a competent actuary a report of the cost of establishing a general retirement system for all employees of the City of San Diego, and further provides that said actuary shall be one who has had actual experience in establishing retirement systems for public employees; and

WHEREAS, said party of the second part is an actuary residing in the City of New York, State of New York, who has had actual experience in establishing retirement systems for public employees; and

WHEREAS, the Board of Civil Service Commissioners of The City of San Diego after a public hearing approved by the Common Council by Resolution passed by a vote of two-thirds of all of its members, has declared said party of the second part to be exempt from the provisions of the Charter requiring civil service, as a person employed to render professional scientific, technical and expert service of an occasional and exceptional character; and

WHEREAS, said party of the first part is desirous of employing said party of the second part to establish a general retirement system for the employees of the City of San Diego pursuant to the terms and provisions of said Charter of said The City of San Diego, NOW, THEREFORE,

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO:

That the party of the second part shall furnish to the party of the first part a report of the cost of establishing a general retirement system for the employees of The City of San Diego, and in furnishing said report shall:

(1) Assist the party of the first part in establishing the general retirement system for employees of the City of San Diego, authorized under the Charter of said The City of San Diego.

(2) Prepare a memorandum giving the rates of contribution required of new entrants under a plan of the type authorized by the Charter, and outlining the points to be decided by the Board of Administration before a detailed valuation of the plan is made.

(3) Prepare a valuation of the assets and liabilities of the proposed City Employees' Retirement Fund, and a statement of the accrued liability which would have to be undertaken by the City on account of present employees under the conditions to be decided by the party of the first part, and on the basis of the data regarding employees submitted to the party of the second part by the party of the first part.

(4) Prepare tables showing the rates of contribution which contributed by and in behalf of new employees will be adequate to provide the total benefits under the plan adopted.

(5) Prepare a set of proposed rules and regulations to govern the operation of the system.

The party of the second part shall follow, so far as applicable, the general outline of work given in his memorandum of August 27th, 1925, submitted to Mr. C.F. Atkinson Chairman of the Board of Administration of the City Employees' Retirement Fund; a copy of which memorandum is attached hereto and made a part hereof.

In consideration of the services above outlined fully performed by the party of the second part, the party of the first part hereby agrees to pay said party of the second part, as compensation for said services, the reasonable compensation not to exceed the following sums:

(1) For the work outlined in paragraph 1, entitled, "Collection and Tabulation of Data," under the heading "Approximate Cost of Work," appearing on Page 6, of the memorandum attached hereto, not to exceed the total sum of ninety dollars (\$90.00).

(2) For the work outlined in Paragraph 2, entitled, "Adoption of Rates of Separation from Active Service and Preparation of Basic Tables," under the heading "Approximate Cost of Work," appearing on page 6 of the memorandum attached hereto, not to exceed the total sum of three hundred sixty dollars (\$360.00).

(3) For the work outlined in paragraph 3, entitled "Memorandum Outlining Points to be decided in Determining Benefit and Contribution Provision Applicable to New Employees," under the heading "Approximate Cost of Work," appearing on Page 7, of the memorandum attached hereto, not to exceed the total sum of three hundred dollars (\$300.00).

(4) For the work outlined in paragraph 4, entitled, "Preparation of Valuation," under the heading "Approximate Cost of Work," appearing on page 7 of the memorandum attached hereto, not to exceed the total sum of six hundred fifty dollars (\$650.00).

(5) For the work outlined in paragraph 5, entitled, "Preparation of Tables of Contribution Rates," under the heading "Approximate Cost of Work," appearing on page 7 of the memorandum attached hereto, not to exceed the total sum of two hundred seventy-five dollars (\$275.00).

(6) For the work outlined in paragraph 6, entitled, "Preparation of a Memorandum Regarding the Provisions to be made in the Proposed Retirement System on account of the Past Service of Present Employees," under the heading "Approximate Cost of Work," appearing on page 7 of the memorandum attached hereto, not to exceed the total sum of three hundred fifty dollars (\$350.00).

(7) For the work outlined in paragraph 7, entitled, "Preparation of Report," under the heading "Approximate Cost of Work," appearing on page 7 of the memorandum attached hereto, not to exceed the sum of two hundred fifty dollars (\$250.00).

(8) For the work outlined in paragraph 8, entitled, "Preparation of Ordinance," under the heading "Approximate Cost of Work," appearing on page 7, of the memorandum attached hereto, not to exceed the total sum of four hundred dollars (\$400.00).

In the event that the party of the first part shall not desire from the party of the second part all of the services enumerated in the attached memorandum, said party of the first part shall notify the party of the second part in writing to that effect, and thereupon the party of the second part shall be under no further obligation to furnish services which the said party of the first part shall desire to have dispensed with. It is further expressly understood and agreed by and between the parties to this contract that the party of the second part shall receive compensation for only such services as shall have been actually rendered to the party of the first part, and no such compensation shall be due under this agreement until a written memorandum shall have been furnished the party of the first part in accordance with the terms and provisions of this agreement.

Said payments above set forth shall be paid in installments as various steps are contemplated, and only upon the filing with the party of the first part by the party of the second part of a verified claim for the services rendered. All such verified claims shall be filed within thirty (30) days after the services shall have been completed.

For any additional services required of the party of the second part by the party of the first part, the party of the second part shall be paid on the basis of time required at a rate to be agreed upon between said parties, and only after said additional work shall have been authorized in writing by the party of the first part, and a sum thereupon fixed as full compensation for such additional services.

If the party of the first part shall desire any conferences with the party of the second part which shall be held outside of the City of New York, then and in that event the party of the second part shall receive from the party of the first part as compensation for such outside conferences a sum of money not to exceed thirty-five dollars (\$35.00) per day, together with such reasonable expenses as are necessarily incurred by said party of the second part in attending such outside conferences.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by its chairman and secretary, thereunto first duly authorized, and the said party of the second part has hereunto subscribed his name, this 25th day of March, 1926.

BOARD OF ADMINISTRATION OF THE CITY
EMPLOYEES' RETIREMENT FUND OF THE
CITY OF SAN DIEGO.

By C.F. ALLSIMON,
Chairman.

GEO B BUCK, Party of the second part.

ATTEST
A.S. HILT, Secretary.

I HEREBY APPROVE the form of the foregoing Contract this 17th day of March, 1926.

S J HIGGINS, City Attorney.

I HEREBY C MEMORANDUM REGARDING THE WORK INVOLVED
IN THE ESTABLISHMENT OF A GENERAL RETIREMENT SYSTEM
FOR EMPLOYEES OF THE CITY OF SAN DIEGO

This memorandum outlines the actuarial work which I would recommend be undertaken by the Board of Administration of the City Employees' Fund of the City of San Diego in working out the details of the retirement system, the establishment of which is authorized under the charter amendment known as Proposition Four.

Before discussing the work in detail and giving an estimate of the cost of the actuarial work I should like to describe briefly the procedure which I would recommend be undertaken. In general, I would suggest four steps in the work as follows:

1. Development of the benefit and contribution provisions of the plan as they would apply to employees entering the city service after the establishment of the plan.
2. Development of the special provisions which would apply to employees in the service at the time the plan is established.

3. Preparation of final details of the plan.

4. Preparation of ordinance to establish the system.

Taking these steps in order the work under each would be about as follows:

1. Development of the benefit and contribution provisions of the plan as they would apply to employees entering the city service after the establishment of the plan.

The charter amendment authorizing the establishment of the retirement system gives certain provisions which should be included in the retirement system but it leaves to the Board the decision of many important questions before the plan can be fully outlined. The Board of Administration already has indicated various provisions which it believes would be desirable if they could be financed.

As the first step in the work it would be helpful to obtain the final decision of the Board of Administration on the points thus far tentatively decided and on such other points as should be decided in order to determine the detailed benefit and contribution provisions of the plan as they would apply to new entrants.

It is proposed that as a help to the Board, a memorandum be prepared outlining the points to be decided by the Board and giving the normal cost to the City and to employees of certain detailed benefit provisions such as those suggested and such alternative provisions as the actuary believes may be worthy of consideration by the Board. On the basis of the data contained in the memorandum the Board may decide on the exact form of the benefits for new entrants before the more complex questions having to do with the benefits of present employees are considered.

It is not proposed that for this memorandum the full cost figures of any plan be developed but that only figures indicative of the cost of benefits for new entrants be submitted so that the Board will have a basis for making its decision as to the detailed form of benefits. By preparing these preliminary figures for consideration any changes which the cost calculations may indicate as desirable can be made before the detailed calculations are prepared. In this way, the provisions can be set before the detailed provisions are developed with less probability of change being required after they are finally prepared.

It is noted that the Board of Administration has decided that no disability benefit should be included in the plan because it desires to keep the cost as low as possible and believes that this benefit is adequately covered under the Workmen's Compensation Laws. I would suggest that in the preliminary memorandum the cost for a small disability benefit be considered because a disability benefit need not be very costly and it furnishes the protection which is difficult for the employee to obtain otherwise. The Workmen's Compensation Laws protect the employee only in case of injury in connection with the performance of duty. The employee who is incapacitated for service on account of disability due to ordinary causes presents a problem which would be hard for the city to meet if there is no benefit allowable to him under the retirement system. For this reason, I would advise that the Board of Administration consider the cost of a disability benefit along with the other benefits before it makes its final decision in regard to disability. In presenting the figures, the cost of each benefit may be shown separately so that the Board will not have to include the disability or any other benefit in order to decide on a plan containing the specific benefits it desires. Many of the cities and industrial corporations that carry their own insurance under the Workmen's Compensation Laws use the Pension system not only to take care of ordinary disability but also as the fund in which to build up reserves to cover the accidental disability.

2. Development of the Special provisions which would apply to employees in the service at the time the plan is established.

After the Board has made its decision on the points which will be raised in the first memorandum it is proposed that a valuation be made of the liabilities of the city if all present employees be included in the plan and full credit for back service be given.

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A memorandum may be submitted to the Board of Administration giving the results of the valuation and outlining the methods which might be followed by the city in taking care of the accrued liability under the system. The liabilities on account of the special group of employees who will reach age 72 before they complete 10 years of service may be shown separately if desired so that the provisions to be recommended in regard to these employees may be decided upon. All points upon which decision has to be made in order to work out the provisions for present employees will be brought to the attention of the Board of Administration and their decision obtained before the plan is further developed.

3. Preparation of final details of the plan.

The final details of the plan may then be prepared and submitted to the Board of Administration in the form of a report somewhat like the final report of the Retirement Commission of Baltimore, a copy of which you have. If desired, the report may be written in form so that it may be submitted as the report of the Board of Administration to the City Council, embodying the recommendations of the Board as to the plan to be established and including as an appendix, the report of the actuary covering the cost, which latter report would meet the requirements of the law. It is proposed that in the report the plan be fully described, the rates of contribution payable by employees and city be given in full and the basic actuarial tables used in the preparation of the rates submitted.

4. Preparation of ordinance to establish the system.

The last step in the work will be the preparation of the ordinance to govern the operation of the system. The financial provisions should be worked out with care so as to insure the permanent operation of the system in the future.

DETAILS OF ACTUARIAL WORK

The major part of the work involved in the procedure outlined above has to do with the preparation of the cost figures required. The pamphlet entitled "The Establishment of a Pension System on a Basis to Endure", a copy of which you have, outlines in brief form the elements which enter in to the calculation of pension costs and the nature of the work required.

In preparing the cost figures for the employees of the City of San Diego, I would, if possible, first make a study of the service experience of the city. This study would show what rates of resignation, dismissal and death have obtained in the past and what might be expected to occur in the future. I understand, however, that records showing the dates of birth, of entrance into service and of separation and cause of separation of employees who have left the city service are not available. For this reason it will be necessary to use as a basis for these work rates of separation based on the experience of other cities which are operating retirement systems. Such information as is available regarding the rate of turnover in San Diego will be used in determining the most appropriate set of rates to employ.

After the plan is established, careful records should be maintained and the assumed rates checked against the actual experience of the system. Any changes in the financial operation of the system due to changes required in the basic tables may then be made. No serious changes need be anticipated if the figures developed on a conservative basis.

As a basis for the valuation the lists of active employees already prepared may be used. I should like to supplement the data somewhat by obtaining copies of such figures as may have been compiled as to the service, but this information I can easily obtain by correspondence if the Board desires me to proceed with the work.

My understanding is that firemen, policemen, and teachers would not be included in the general retirement plan. On this basis, I think that the employees to be included may be considered in one group and only one set of mortality and service tables need be adopted.

APPROXIMATE COST OF WORK

In the estimate that follows, I have given the cost of each step of the work separately so that if the Board desires to undertake some part of the work itself, or wishes to have some part omitted, it may judge of the saving in cost.

1. Collection and Tabulation of Data.

As a basis for the figures I would like to have certain data regarding every employee now in service. As stated above, it is desirable also to have data for employees who have left the service for a period in the past, but since no records have been kept regarding employees who have left the service the rates of separation will be based on the experience of a similar group of employees. Assuming that the data regarding active employees will be supplied on lists, it will be necessary to transfer the information to punch cards either in this office or in San Diego in form for mechanical tabulation. The cost of my services in connection with this step of the work including the cost of the cards and the cost of card punching and verifying and tabulating the data will amount to about \$90.

2. Adoption of Rates of Separation from Active Service and Preparation of Basic Tables.

Comparison of such data as are available in regard to the San Diego Service will be made with other similar organizations and the rates of separation from active service which seem most appropriate will be adopted. Rates of mortality after retirement will be required in addition to the rates of separation from active service. The cost of preparing the rates and the basic tables will be approximately \$360.

3. Memorandum outlining Points to be decided in Determining Benefit and Contribution Provisions Applicable to New Employees.

The preparation of this memorandum which will give figures indicating the cost of certain alternative retirement benefits and the information which the Board will probably need in deciding finally upon the benefit provisions for new entrants, will cost approximately \$300.

4. Preparation of Valuation

The cost of the valuation of the liabilities of the city on account of the proposed retirement system will depend upon the number and form of benefits finally adopted by the Board. It is estimated that the valuation will not cost in excess of ---\$650.

5. Preparation of Tables of Contribution Rates.

After the provisions of the plan are selected, a complete set of contribution rates payable by employees and by the city in behalf of new employees will be required. The cost of these tables will be approximately ---\$275.00.

6. Preparation of a Memorandum Regarding the Provisions to be made in the Proposed Retirement System on account of the Past Service of Present Employees.

The preparation of a memorandum giving figures on the amount of the accrued liability and outlining the methods open to the city in taking care of present employees will cost approximately ---\$350.00.

7. Preparation of Report.

The preparation of the final report giving a complete presentation of the plan including the contributions payable by the city and employees will cost about---\$250.00

8 Preparation of Ordinance.

The drafting of the proposed ordinance to establish the retirement system will cost about---\$400.00

The total work as outlined will require approximately \$2,675, if undertaken by this office. I have not included the cost of my time for conferences which will be charged for at the rate of thirty-five dollars per day and expenses if outside of New York.

CONCLUSION

By following the procedure outline, a foundation for a sound city retirement plan will be laid. Procedure similar to that outlined has resulted in successful legislation in a number of instances in connection with municipal and statewide plans and should be the means of bringing about a sound retirement system for the employees of the City of San Diego. I trust that if the Board employs my office to do the work, that it will find that every step in the work has been carefully anticipated and provision made to meet it and that the results will be a source of satisfaction to the members of the Board and to the undersigned.

Respectfully submitted,

GEO. B BUCK, Actuary.

To: Mr. C.F. Atkinson, Chairman,
Board of Administration,
City Employees' Retirement Fund,
San Diego, California.

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 George B. Buck, Being document No. 190515.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California,

By *August M. Hadstrom* Deputy.

C O N T R A C T

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, that R.A. Watson, as Principal and METROPOLITAN CASUALTY INSURANCE CO. OF NEW YORK, a corporation organized under the laws of New York, a corporation organized and existing under and by virtue of the laws of the State of as Surety, are held 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 Eighteen hundred Dollars (\$1800.00) lawful money of the United States, for which payment, well and truly made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 24th day of June, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas a certain contract is about to be made and executed 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 therein, and the above named, R.A. Watson, 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 installation of street lateral conduits connecting the three Single Traffic Signal Stations with the one Master Traffic Signal Station and the furnishing and installation of the manhole lateral conduit connecting the one Master Traffic Signal Station with the manhole to be designated by the San Diego Consolidated Gas and Electric Company's Inspector;

Also, the furnishing of material and construction of foundations for traffic signal shafts;

Also, the furnishing and erection of wrought iron tubing shafts and cast iron base castings thereof in each of the street intersections shown on the plans hereinafter referred to;

Also, the hauling from the Municipal Pier and the installation of approximately five thousand (5000) feet of lateral cable, and the hauling from the City Warehouse of Six (6) Master Traffic Timer Boxes, one (1) Synchronizer Timer Box, and twenty-four (24) Single Traffic Signal Heads and the placing of same on the shafts; In accordance with the plans and 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 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 specified.

R.A. WATSON, Principal

(SEAL)

METROPOLITAN CASUALTY INSURANCE CO.
OF NEW YORK, Surety.

By HARRY COLVIG, It's Attorney in Fact.

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

On this 24th day of June 1926, before me a Notary Public within and for said County and State, personally appeared, Harry Colvig, to me personally known, who being by me duly sworn, upon oath did say that he is the Agent and Attorney-in-fact of and for The Metropolitan Casualty Insurance Company of New York, a corporation of New York, Created, organized, and existing under and by virtue of the laws of the State of New York; that the corporate seal affixed to the foregoing within instrument is the seal of said Company, that the said seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Harry Colvig did acknowledge that he executed the said instrument as the free act and deed of said Company.

(SEAL)
My commission expires,
February 18, 1929.

GRACE O THORSHEIM,

Notary Public in and for Los Angeles County, Calif.,

I HEREBY APPROVE the form of the within Bond, this 25th day of June, 1926.

S J HIGGINS, City Attorney.

APPROVED by a majority of the members of the Common Council of the City of San Diego, California. This 28th day of June, 1926.

(SEAL)

VIRGILIO BRUSCHI
JNO. A HELD
L.C. MAIRE
FRED A HEILBRON
DON M STEWART.
Members of the Common Council.

ATTEST,
ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, Deputy.

KNOW ALL MEN BY THESE PRESENTS, That R.A. Watson, as Principal and METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a corporation organized under the laws 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 Nine Hundred Dollars (\$900.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of June, 1926.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The construction and installation of Street lateral conduits connecting the three Single Traffic Signal Stations with the one Master Traffic Signal Station, and the furnishing and installation of the manhole lateral conduit connecting the one Master Traffic Signal Station with the manhole to be designated by the San Diego Consolidated Gas and Electric Company's inspector.

Also, the furnishing of material and construction of foundations for traffic signal shafts;

Also, the furnishing and erection of wrought iron tubing shafts and cast iron base castings thereof in each of the street intersections shown on the plans hereinafter referred to;

Also, the hauling from the Municipal Pier and the installation of approximately five thousand (5000) feet of lateral cable, and the hauling from the City Warehouse of Six (6) Master Traffic Timer Boxes, One (1) Synchronizer Timer Box, and twenty-four (24) Single Traffic Signal Heads, and the placing of same on the shafts; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL)

R.A. WATSON, Principal
METROPOLITAN CASUALTY INSURANCE CO.
OF NEW YORK, Surety.
By HARRY COLVIG, Its Attorney in Fact.

I HEREBY approve the form of the within Bond, this 25th day of June, 1926.

S J HIGGINS, City Attorney,

APPROVED by a majority of the members of the common council of the City of San Diego, California. this 28th day of June, 1926.

VIRGILIO BRUSCHI
JNO. A. HELD
L.C. MAIRE
FRED A HEILBRON
DON M. STEWART.
Members of the Common Council.

ATTEST,
ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, Deputy.

(SEAL)

STATE OF CALIFORNIA,) ss
COUNTY OF LOS ANGELES

On this 24th day of June, 1926, before me a Notary Public within and for said County and State, personally appeared Harry Colvig to me personally known, who being by me duly sworn, upon oath did say that he is the Agent and Attorney-in-fact of and for The Metropolitan Casualty Insurance Company of New York, a corporation of New York, created, organized and existing under and by virtue of the laws of New York; that the corporate seal affixed to the foregoing instrument is the seal of said Company, that the said seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Harry Colvig did acknowledge that he executed the said instrument as the free act and deed of said Company.

(SEAL)
My commission expires
February, 18, 1929.

GRACE O THORSHEIM.
Notary Public in and for Los Angeles County, Calif.,

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California this 21st day of June, 1926, by and between The City of San Diego, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter after sometimes designated as the City, and

R.A.WATSON, of Los Angeles, 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:

(1) the construction and installation of street lateral conduits connecting the three Single Traffic Signal Stations with the One Master Traffic Signal Station, and the furnishing and installation of the manhole lateral conduit connecting the one Master Traffic Signal Station with the manhole to be designated by the San Diego Consolidated Gas & Electric Company's inspector;

(2) Also, the furnishing of material and construction of foundations for traffic signal shafts;

(3) Also, the furnishing and erection of wrought iron tubing shafts and cast iron base castings thereof in each of the street intersections shown on the plans hereinafter referred to;

(4) Also, the hauling from the Municipal Pier and the installation of approximately five thousand (5000) feet of lateral cable, and the hauling from the City Warehouse of six (6) Master Traffic Timer Boxes, One (1) Synchronizer Timer Box, and twenty-four (24) Single Traffic Signal Heads, and the placing of same on the shafts.

All as particularly described and in detail set forth in the plans and specification therefor contained in Document No. 190746. on file in the office of the City Clerk of the City of San Diego.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: For the sum of Three Thousand Five Hundred Forty Dollars (\$3,540.00).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of three thousand, five hundred forty dollars (\$3,540.00) said payments to be made as follows:

The Manager of Operation shall, on or about the first day of each calendar 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, seventy-five, per cent (75%) of the amount so estimated by the Manager of Operation 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 (35) days from the time that the Manager of Operation shall notify the Common Council in writing that this agreement has been fully 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 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 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 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 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 said 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 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 own cost any and all such actions 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 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 hereunto subscribed his name. the day and year in this agreement first above written.

(SEAL)

ATTEST:
ALLEN H. WRIGHT, City Clerk
By, Fred W. Sick, Deputy.

By, THE CITY OF SAN DIEGO,
Virgilio Bruschi
Jno. A. Held,
L.C. Maire,
Fred A Heilbron,
Don M. Stewart,
Members of the Common Council

R A WATTSON, Contractor.

I hereby approve the form of the foregoing contract this 17th day of June, 1926.

S. J. HIGGINS, City Attorney,

I HEREBY CERTIFY, that ~~thereby~~ and foregoing is a full, true and correct copy of Contract between the City of San Diego, and R.A. Wattson, Being Document No. 191122.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California,

By *August M. Phadette* Deputy.
By M. W.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Fred W. Steffgen, 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 ELEVEN THOUSAND DOLLARS (\$11,000.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of June, 1926,

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 construction of a system of drainage along the tide lands of the Bay of San Diego, and in Union Street and Third Street, and along public rights of way over and across the property of the San Diego & Arizona Railway Company and the Atchafalaya, Topeka & Santa Fe Railway Company in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

FRED W STEFFGEN

ATTEST
C.T. Duffey, San Diego, Calif.,

(SEAL)

MARYLAND CASUALTY COMPANY

By, GEO D EASTON, Attorney-in-fact.

ATTEST

F.F.Edelen, Its Attorney-In-Fact.

I HEREBY APPROVE the form of the within Bond this 14th day of June, 1926.

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 June, 1926.
(SEAL)

VIRGILIO BRUSCHI
JNO. A. HELD
E.C.MAIRE
FRED A. HEILBRON
DON M. STEWART.

Members of the Common Council.

Attest:

Allen H. Wright, City Clerk
Fred W. Sick, Deputy.

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

On this 12th day of June, 1926, before me Clarence A. Moore, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared, Geo. D. Easton, and F.F.Edelen known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of Maryland Casualty Company thereto as Principal and their own names as Attorneys in fact. I further certify that said instrument was executed by said Geo. D. Easton. and F.F.Edelen as attorneys in fact of Maryland Casualty Company in my presence and that their signatures thereto are genuine.

WITNESS, my hand and seal the day and year in this certificate first above written.

(SEAL)

CLARENCE A MOORE,

Notary Public in and for said County and State.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That Fred W. Steffgen, 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, 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 Twenty Two Thousand Dollars (\$22,000.00) 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 12th day of June, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas a certain contract is about to be made and executed 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 therein, and the above named FRED W STEFFGEN, 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 of a system of drainage along the tide lands of the Bay of San Diego, in the City of San Diego, California, in Union Street and Third Street, and along public rights of way over and across the property of the San Diego & Arizona Railway Company and the Atchison, Topeka & Santa Fe Railway Company. in accordance with the plans and 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 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.

FRED W. STEFFGEN, Principal

Attest,

C.T.Duffey, San Diego, Calif.,

(SEAL)

MARYLAND CASUALTY COMPANY

By, Geo. D. Easton, Attorney-In-Fact.

Attest, F.F.Edelen, Its Attorney-In-Fact.

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

On this 12th day of June, 1926, before me Clarence A. Moore a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn personally appeared Geo. D. Easton, and F.F.Edelen, known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that they subscribed the name of Maryland Casualty Company thereto as principal and their own names as attorney's in fact, I further certify that said instrument was executed by said Geo. D. Easton and F.F.Edelen as Attorneys in fact of

MARYLAND CASUALTY COMPANY, in my presence, and that their signatures thereto are genuine.
 WITNESS, my hand and seal the day and year in this certificate first above
 written.
 (SEAL)

CLARENCE A MOORE,
 Notary Public in and for said County and State.

I hereby approve the form of the within Bond this 14th day of June, 1926.

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 June, 1926.

ATTEST,
 ALLEN H. WRIGHT, City Clerk
 By FRED W. SICK, Deputy.
 (SEAL)

VIRGILIO BRUSCHI,
 JNO. A HELD,
 E.C. MAIRE?
 FRED A HEILBRON,
 DON M STEWART,
 Members of the Common Council.

THIS AGREEMENT made and entered into at The City of San Diego, State of California, this 12th day of June, 1926, by and between The City of San Diego, a Municipal Corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City and FRED W. STEFFGEN, party of the second part, and hereinafter sometimes designated as the Contractor WITNESSETH: That for and in consideration of the covenants and agreements contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The construction of a system of drainage in Union Street and Third Street, and along public rights of way over and across the property of the San Diego & Arizona Railway Company and the Atchison, Topeka & Santa Fe. Railway Company, and along and over the tide lands of the Bay of San Diego; all in accordance with the plans and specifications on file in the Office of the City Clerk of said City under Document No. 190340.

Said contractor hereby agrees to do and perform all of said work at and for the following prices, to-wit:

For the sum of Forty-three Thousand, Eight Hundred Forty-seven Dollars (\$43,847.00).

Said contractor agrees to commence said work within twenty 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 six (6) months from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said Contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For the sum of Forty-three Thousand, Eight Hundred Forty-seven Dollars (\$43,847.00), 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 acceptably performed, and there upon, 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 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 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 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 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 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 said 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 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 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, workmen 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 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 The City of San Diego, or the general laws on 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 hereunto subscribed his name, the day and year in this agreement first above written.

(SEAL)

ATTEST
Allen H. Wright, City Clerk
By Fred W. Sick, Deputy.
Attest, C.T. Duffey, San Diego, Calif.,

By THE CITY OF SAN DIEGO,
VIRGILIO BRUSCHI
JNO. A HEDD
L.C. MAIRE
FRED A HEILBRON
DON M. STEWART
Members of the Common Council.

FRED W. STEFFGEN, Contractor.

I HEREBY APPROVE the form of the foregoing Contract this 14th day of June, 1926.

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 Fred W. Steffgen, Being document No. 190637.

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

By *August M. Wadstrom* Deputy.
By Mrs. H.

C O N T R A C T

BOND

KNOW ALL MEN BY THESE PRESENTS, That C.E. Harrington, as Principal and Sidney E. Mayer and C.K. Hughes, 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 City of San Diego, State of California, in the sum of Eighteen Hundred Dollars (\$1800.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Sureties hereby bind themselves, their heirs, executors, administrators, and 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 14th day of June, 1926.

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 drilling of seven (7) wells in the Riverview Basin, located on the San Diego River near Lakeside, in the County of San Diego, State of 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.

C.E. HARRINGTON, Principal.
SIDNEY E. MAYER
C.K. HUGHES
Sureties.

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

Sidney E. Mayer and C.K. Hughes, 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.

SIDNEY E. MAYER
C. K. HUGHES

Subscribed and sworn to before me this 14th day of June, 1926,

(SEAL)

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 14th day of June 1926.

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 15th day of June, 1926.

(SEAL)

ATTEST,

Allen H. Wright, City Clerk,
By Fred. W. Sick, Deputy.

JNO. A HELD

L.C. MAIRE

FRED A HEILBRON

DON M. STEWART

VIRGILIO BRUSCHI

Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That C.E. Harrington, as Principal and Sidney E. Mayer and C.K. Hughes, residents of the County of San Diego, State of California, as Sureties, are held 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 three thousand five hundred Dollars (\$3500.00) 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, successors and assigns, and the said Sureties hereby bind themselves, their heirs, executors administrators and assigns jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS 14th day of June, 1926,

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein and the above named C.E. HARRINGTON, as contractor the party of the second part therein, which contract, 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 drilling of seven (7) wells in the River-view basin, located on the San Diego River near lakeside, in the County of San Diego, State of California, in accordance with the plans and 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 they same is hereby expressly made to inure to the benefit of any and all persons who perform labor upon or furnish such 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 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.

C E HARRINGTON, Principal

SIDNEY MAYER,

C K HUGHES, Sureties.

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

SIDNEY E. MAYER, and C. K. HUGHES, 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.

SIDNEY MAYER,

C K HUGHES

Subscribed and sworn to before me this 14th day of June, 1926.

(SEAL)

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 14th day of June, 1926.

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 15th day of June, 1926.

(SEAL)

Attest,

ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, Deputy.

JNO. A HELD,

L C MAIRE,

FRED A HEILBRON

Don M Stewart

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, State of California, this 15th day of June, 1926, 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 party and hereinafter sometimes designated as the City, and C E HARRINGTON, 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} ~~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 drilling of seven (7) wells in the Riverview Basin, located on the San Diego River near Lakeside, in the County of San Diego, State of California, said wells to be located as designated by the Manager of Operation of the City of San Diego,

Said wells shall be drilled in accordance with the following specifications:

14" casing- 14 gauge, stove-pipe - 2 foot lengths shall be used;

Wells to be pumped continuously as sunk, and crushed rock ($\frac{1}{2}$ " to 2") fed around side as much as will follow casing, but not less than 10 tons per 100 foot of depth;

Maximum depth, 100 feet, but to stop at bed-rock, or upon instructions from engineer;

Perforations to be $\frac{1}{4}$ " x 1" and extending up 40 feet from bottom, unless otherwise directed by engineer;

Said contractor to furnish all machinery, labor and material including casing, well shoe and crushed rock.

Said contractor agrees to do and perform all of said work, at and for the following prices, to-wit:

The sum of Eight Dollars (\$8.00) per foot.

Said contractor agrees to commence said work immediately from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment so that said work shall be completed within ninety (90) days from and after the date of the execution of this contract.

Said City in consideration of the faithful performance by said contractor of each every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said city, will pay said contractor in warrants drawn upon the proper fund of said City the following sums, to-wit:

The sum of Eight Dollars, (\$8.00) per foot, said payments to be made as follows:

The City Engineer shall, at the end of each 15 days 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, seventy-five per cent (75%) of the amount so estimated by the City 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 (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 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 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 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 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 said 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 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 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 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 hereunto subscribed his name the day and year in this agreement above written.

(SEAL)

THE CITY OF SAN DIEGO,

By Virgilio Bruschi

Jno. A. Held,

L.C. Maire,

Fred A. Heilbron

Don M. Stewart

Members of the Common Council.

ATTEST:

Allen H. Wright, City Clerk

By Fred W. Sick, Deputy.

C.E. HARRINGTON, Contractor.

I approve the form of the foregoing Contract this 14th day of June, 1926.

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 C. E. Harrington, Being Document No. 190644.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California,

By *August M. Heston* Deputy.

By Mrs. H

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That J.A. Hunt 4123 Forty-fourth Street E. San Diego, Calif., 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 Seven Thousand Four Hundred Dollars (\$7,400.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the Principal hereby binds himself, his heirs, executors, administrators, and assigns and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st, day of June, 1926.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to Construct an office building on the corner of Broadway and Harbor Streets, San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

J.A. HUNT, Principal

(SEAL)

THE FIDELITY AND CASUALTY
Company of New York, Surety.

By Donald B. Goldsmith, Attorney.

I HEREBY approve the form of the within Bond this 21st, day of June, 1926.

S J. HIGGINS, City Attorney,

APPROVED by a majority of the members of the Common Council of the City of San Diego, California, this 21st day of June, 1926.

VIRGILIO BRUSCHI,

JNO. A. HELD

L.C. MAIRE?

FRED W. HEILBRON

DON M. STEWART

Members of the Common Council

ATTEST,

ALLEN H. WRIGHT, City Clerk

Fred W. Sick, Deputy.

(SEAL)

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

On this 21st day of June, 1926, before me Helen C. Wallace a Notary Public in and for the said County of San Diego, Residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the Attorney of the Fidelity and Casualty Company of New York the corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL)

HELEN C. WALLACE?

I further certify that this Bond was executed by the said Donald B. Goldsmith in my presence and his signature thereto is genuine.

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

My commission expires, March, 12, 1930.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That J.A.HUNT 4123 Forth-fourth Street, E. San Diego Calif., 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 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 Fifteen Thousand Dollars (\$15,000.00) 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 21st, day of June, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas a certain contract is about to be made and executed 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 therein, and the above named J.A.HUNT 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 of an office building on the corner of Broadway and Harbor Streets, San Diego, Calif., in accordance with the plans and 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 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:

J. A. HUNT, Principal

THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK, Surety.

By Donald B. Goldsmith, Attorney.

(SEAL)

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

On this 21st day of June, 1926, before me Helen C. Wallace, a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the Attorney of The Fidelity and Casualty Company of New York the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL)

My commission expires,
March, 12, 1930.

HELEN C. WALLACE
Notary Public in and for the County of San Diego
State of California.

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

I HEREBY APPROVE THE FORM OF THE WITHIN Bond this 21st, day of June, 1926.

S J HIGGINS, City Attorney,

APPROVED by a majority of the members of the Common Council of the City of San Diego California, this 21st, day of June, 1926.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A HEILBRON

DON M. STEWART

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 21st day of June, 1926, by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, the party of the first part and hereinafter sometimes designated as the City, and J. A. HUNT party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The construction of an office building on the corner of Broadway and Harbor Streets in the City of San Diego, California, in accordance with the plans and specifications on file in the Office of the City Clerk under Document No. 190021.

Said contractor hereby agrees to do and perform all of said work at and for the following prices, to-wit:

For the sum of TWENTY-NINE THOUSAND THREE HUNDRED NINETY ONE DOLLARS (\$29,391.00); provided, however, that in case the City desires to construct the sewer provided for in the work hereinabove described, the sum of THREE HUNDRED DOLLARS (\$300.00) shall be deducted from the said contract price of \$29,391.00.

Said contractor agrees to commence said work within seven days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment so that said work shall be completed within ninety (90) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City will pay said contractor in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of Twenty-nine Thousand Three Hundred Ninety-One Dollars (\$29,391.00) The sum of \$300.00 shall be deducted from the said contract price of \$29,391.00 in the event that the City of San Diego constructs the sewer as above set out, said payments to made as follows:

The City Engineer shall, at the end of each 15 days 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 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 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 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 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 EUGENE M. HOFFMANN, Architect 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 said 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 materials or supplies furnished for the performance of said 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 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 said Architect 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 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 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

L. C. MAIRE

FRED A HEILBRON

DON M. STEWART

Members of the Common Council

(SEAL)

ATTEST:
Allen H. Wright, City Clerk
By Fred W. Sick, Deputy.

J . A. HUNT , Contractor.

I hereby approve the form of the foregoing Contract this 19th day of June, 1926.

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 J. A. Hunt, Being document No. 190942.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California,

By *August M. Wadstrom* Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into as of date the 28th day of June, 1926, between GEORGE J. BACH, a party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, WITNESSETH:

WHEREAS, the party of the first part has heretofore been the owner of certain real property in the County of San Diego, State of California, said real property being that tract of land known as Lakeside Farms, as shown on map thereof No. 1204 on file in the office of the Recorder of said County of San Diego; and

WHEREAS, the party of the second part is purchasing Lots 124, 125 and a portion of Lot 130 of said Lakeside Farms, consisting of about 24.0 acres; and

WHEREAS, a part of the consideration for such purchase, in addition to cash payments and other considerations, is the agreement of the party of the second part to furnish and supply water to the party of the first part, as hereinafter specified.

NOW THEREFORE, in consideration of the premises, and for the purpose of stating and specifying the terms of said water agreement, it is hereby agreed between the parties hereto as follows:

(1) That whenever the party of the second part herein, or its successors or assigns shall have completed any water development system along the San Diego River, or its tributaries, above the town or settlement known as Santee, in the County of San Diego, State of California, whether by means of wells, dams, reservoirs, or otherwise, then at any time thereafter, and during the time that such water development system shall be in place and water shall be transported by second party, its successors or assigns, from the place of such development, then the party of the second part, its successors or assigns, will furnish and deliver water from its said system to the party of the first part, his assigns or successors in interest, for the sole use upon said Lakeside Farms, or any part thereof, all the water required for use upon and necessary for the irrigation of said Lakeside Farms, whenever and as the same shall be demanded by the party of the first part, his successors or assigns, and in the amounts as so demanded, up to but not exceeding the amount necessary for irrigating said Lakeside Farms.

The delivery of said water for that portion of Lakeside Farms known as the low lands and for which at this time no storage is provided shall be made directly to the pipe line serving said area; the second party shall be entitled to payment for the water so supplied at the rate of two cents (2¢) per one hundred cubic feet. The delivery of said water for all other portions of said Lakeside Farms shall be made to a waterproof concrete sump or reservoir located at or near the pump now operated by the Lakeside Farms Mutual Water Company boosting water to reservoirs now serving highland area in said Lakeside Farms, said concrete sump or reservoir to be provided and furnished by said second party without expense to the first party. Second party shall be entitled to payment for the water so applied at the rate of two cents (2¢) per one hundred cubic feet.

Nothing expressed or mentioned in, or to be implied from this indenture, or any statement, agreement or other matter contained herein is intended or shall be construed to give to any person, firm or corporation, other than the parties hereto and their successors in interest, legal representatives and assigns any legal or equitable right, remedy or claim under this indenture or any covenants, conditions or provision herein contained, or with respect to any property, property rights, water rights, or other interests described or mentioned in this indenture, or to acknowledge, admit or recognize any right, privilege, remedy or claim of any person, firm or corporation other than the parties hereto, their legal representatives and successors in interest, with respect to any right, claim or interest, real or asserted, in the waters of the San Diego River, or any part thereof; the covenants, provisions and conditions hereof and all matters expressed or mentioned herein or implied hereby being intended to be, and being, for the sole and exclusive benefit of the parties hereto and none other.

IN WITNESS WHEREOF, George J. Bach has hereunto set his hand, and a majority of the members of the Common Council of said City of San Diego have hereunto set their hands as and for the act of said City, the day and year first hereinabove written.

GEO. J. BACH, Party of the First Part.

CITY OF SAN DIEGO,
Party of the 2nd part.

(SEAL)

By

VIRGILIO BRUSCHI
JNO. A. HEILD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART.

Attest Allen H. Wright, City Clerk
By Fred W. Sick, Deputy.

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

On this 30th day of June, 1926, before me, Kate L. Mershon a Notary Public in and for said County and State, personally appeared George J. Bach, known to me to be the person whose names is hereby subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

(SEAL)

KATE L. MERSHON

My commission

My commission expires
3-18-1928.

Notary public in and for said County and State.

The form of the foregoing contract is hereby approved this 28th day of June 1926,

S.J.HIGGINS,

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of Agreement between the City of San Diego, California, and George J. Bach, Being Document No. 191086

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California,

By *August M. DeStrom* 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 Twelve Hundred Dollars (\$1200.00), 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 June, 1926.

WHEREAS, the above bounded San Diego Consolidated Gas and Electric Company has entered into a contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913 (Statutes of 1913, Page 421), to do all the work upon UNIVERSITY AVENUE, between the east curb line of Third Street and the west curb line of Park Boulevard produced northerly; on Fourth Street, between the north curb line of Robinson Avenue and the south curb line of Washington Street; on Fifth Street, between the north curb line of Robinson Avenue and the south line of University Avenue; and on the northwesterly side of Cleveland Avenue, between the east line of Tenth Street and the southerly production of the east line of Lot 29, Block 187, University Heights, 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 bounded San Diego Consolidated Gas and Electric Company or its assigns shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL) SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By W.F.Raber,

ATTEST
P. A. BAILEY
(SEAL)

THE AETNA CASUALTY AND SURETY COMPANY
BY Frank A. Salmons, Resident Vice-President.

ATTEST, B.J.Shafer, Resident Assistant Secretary.

I HEREBY approve the form of the foregoing undertaking this 28th day of June, 1926.

S.J.HIGGINS, City Attorney,
By M.R.Thorp, Deputy City Attorney.

THIS AGREEMENT, made and entered into this 25th day of June, 1926 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: first

That WHEREAS, the said 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 on University Avenue between the east curb line of Third Street and the west curb line of Park Boulevard produced northerly; on Fourth Street, between the north curb line of Robinson Avenue and the south curb line of Washington Street; on Fifth Street, between the north curb line of Robinson Avenue and the south line of University Avenue and on the north westerly side of Cleveland Avenue, between the east line of Tenth Street and the southerly production of the east line of Lot 29, Block 187, University Heights, in the City of San Diego, California, 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 March 16th, 1926, to-wit: to and including the 16th day of March, 1927.

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. 187764, 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 Nine Hundred and 86/100 Dollars (\$900.86) as follows: eleven 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 \$75.07; one warrant for the sum of \$38.24 to cover the first sixteen days of said term; and one warrant for the sum of \$36.83 to cover the last fifteen 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 Three Thousand Six

Hundred and Three and 46/100 Dollars (\$3,603.46) as follows: Eleven 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 "University Avenue Lighting District No. 2 fund", each of said monthly warrants to be drawn for the sum of \$300.29; one warrant for the sum of \$154.98 to cover the first sixteen days of said term; and one warrant for the sum of \$145.29 to cover the last fifteen days of said term.

And it is further mutually agreed that no part or portion of said sum of Three Thousand Six Hundred and Three and 46/100 Dollars (\$3603.46) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 pursuant of said Act an assessment has been levied for said sum of Three Thousand Six Hundred and Three and 46/100 Dollars (\$3,603.46).

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 Nine Hundred and 86/100 Dollars (\$900.86), 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,
R.A.Bailey,

By W.F.Raber,

THE CITY OF SAN DIEGO,

(SEAL)

Attest Allen H. Wright, City Clerk
By Fred W. Sick, Deputy.

By

Virgilio Bruschi
Jno. A. Held,
L.C.Maire,
Fred A. Heilbron,
Don M. Stewart.
Members of the Common Council

I hereby approve the form of the foregoing Contract, this 28th day of June, 1926.

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 City of San Diego and The San Diego Consolidated Gas & Electric Company, Being Document No. 191121.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California,

By *August M. Hadfield* Deputy.
By Mrs. H.

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That Eugene M. Hoffman, as Principal and The 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 Five Hundred Dollars (\$500.00), lawful money of the United States of America to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors administrators and assigns and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of July, 1926.
THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego to furnish and deliver to The City of San Diego plans and specifications for, and the architectural supervision in connection with, the construction of office and store buildings to be erected by The City of San Diego for the Harbor Department of said City, at Harbor Street and Broadway, in The City of San Diego; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

EUGENE M HOFFMAN, Principal
American Surety Company of New York
By E.O.Hodge, Surety.
Attest, Herbert N. Nealo,
Resident Assistant Secretary.

(SEAL)

I HEREBY approve the form of the within Bond this 12th day of July, 1926.
S.J.HIGGINS, City Attorney,

APPROVED by a majority of the members of the Common Council of the City of San Diego, California, this 12th day of July, 1926.

Attest,
Allen H. Wright, City Clerk
By Fred W. Sick, Deputy.
(SEAL)

VIRGILIO BRUSCHI
JNO. A HELD
FRED A HEILBRON
L.C.MAIRE
DON M STEWART
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, State of California, this 12th day of July, 1926, 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 EUGENE M. HOFFMAN 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 plans and specifications for, and the architectural supervision in connection with, the construction of office and store buildings to be erected by the City of San Diego at Harbor Street and Broadway, in the City of San Diego, California.

Said contractor agrees to furnish and deliver said plans and specifications, and furnish the architectural supervision for the construction of said store and office buildings in accordance with said plans and specifications at and for the following price, to-wit:

Six per cent (6%) of the total cost of the construction of said store and office buildings.

The said contractor agrees to furnish said plans within 10 days from the date of the execution of this contract, and to commence the supervision of said construction upon the delivery of said plans, and to continue such supervision until the final completion of said building and the acceptance of the same by the Common Council.

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. All rights of action, however, for any breach of this contract are reserved to said City.

And said City, in consideration of the furnishing and delivery of said plans and specifications by said contractor, and the furnishing of architectural services and supervision in connection with the construction of said office and store buildings to be erected by the City of San Diego for the Harbor Department at Harbor Street and Broadway, in said City, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Six per cent (6%) of the total cost of the construction of said office and store buildings; said sum to be paid as follows:

Four per cent (4%) upon the delivery and approval of said plans and specifications; and the balance of two per cent (2%) upon the completion of said office and store buildings and the acceptance of the same by the Common Council.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution and the said contractor has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

(SEAL) ATTEST:

Allen H. Wright, City Clerk
By Fred W. Sick, Deputy.

By Virgilio Bruschi
Jno. A. Held.
Fred A. Heilbron
Don M. Stewart,
Members of the Common Council.

EUGENE M HOFFMAN, Contractor,

I HEREBY APPROVE the form of the foregoing contract, this 3rd day of July 1926.

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 Eugene M. Hoffman, Being Document No.191680.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California,

By *August M. Hadstrom* Deputy.
By Mrs. A.

C O N T R A C T

FOR THAT WHEREAS, H.O.DUERR, doing business as the San Diego Disposal Company, has heretofore entered into a contract with The City of San Diego on the 6th day of July, 1926, for the disposal of rubbish, trash and garbage collected by the City of San Diego and delivered to the said San Diego Disposal Company, wherein the said San Diego Disposal Company has agreed to pay The City of San Diego the sum of three dollars (\$3.00) per ton for all paper, rags and scrap iron delivered to and sold by said San Diego Disposal Company; and

WHEREAS, the City of San Diego is desirous of having the San Diego Disposal Company dredge or cause to be dredged a channel in front of the property now occupied by the said San Diego Disposal Company on the tide lands of said The City of San Diego at the foot of Ninth Street in said City, and to pay therefor to said San Diego Disposal Company salvaged rubbish to the value of five thousand dollars (\$5000.00), NOW THEREFORE,

THIS AGREEMENT, made and entered into by and between H.O.Duerr, doing business under the name and style of San Diego Disposal Company, party of the first part, hereinafter called the Contractor, and The City of San Diego, a municipal corporation in the County of San Diego, State of California, party of the second part, hereinafter called the City,

WITNESSETH: For and in consideration of the covenants and agreements on the part of the City of San Diego hereinafter contained the Contractor hereby agrees to dredge or cause to be dredged in the Bay of San Diego opposite the tide lands of the Bay of San Diego belonging to The City of San Diego at the foot of Ninth Street in said City, and leased to the said H.O.Duerr, doing business as The San Diego Disposal Company, a channel 110 feet in width and to the depth of 10 feet; said dredging to be in accordance with the plans and specifications of the City of San Diego on file in the office of the Harbor Commission of said City for such dredging, and to be done under the superintendence and direction of the Harbor Master and Harbor Engineer of the City of San Diego; said dredging to be done at the particular location shown on the plat of said proposed dredging hereunto attached and made a part thereof.

Said Contractor further agrees to commence said work, or cause the same to be commenced within Thirty days from the date of the execution of this contract, and to complete said dredging within a period of Sixty Days from the date of the execution of this contract.

In consideration of the faithful performance on the part of said contractor of the covenants herein contained The City of San Diego agrees to permit the contractor to sell and dispose of salvaged rubbish delivered to said contractor pursuant to the terms, conditions, covenants and agreements of that certain contract between the San Diego Disposal Company and The City of San Diego, as contained in Document No. 189999, on file in the office of the City Clerk of said City without charge, and to credit the said contractor for said salvaged rubbish up to the sum of five thousand dollars (\$5000.00); it being the intent and purpose of this agreement to provide for the dredging of said channel in said bay at a cost not to exceed the sum of five thousand dollars (\$5000.00), and to have the City pay for such dredging by delivering to said San Diego Disposal Company salvaged rubbish to the value of five thousand dollars (\$5000.00); it being understood that all salvaged material so taken by said San Diego Disposal Company and credited by said City shall be weighed and credited in accordance with the terms and conditions, and at the price and value fixed in that certain contract hereinabove described as contained in said Document No. 189999, on file in the office of the City Clerk of said City, namely the sum of three dollars (\$3.00) per ton for all paper, rags and scrap iron delivered to and sold by said San Diego Disposal Company.

In the event that the contractor fails to faithfully perform the terms and conditions of this contract, and to dredge or cause to be dredged the channel in said San Diego Bay as hereinabove specified, and in accordance with the plans and specifications hereunto attached, and under the direction of the Harbor Master and Harbor Engineer of the City of San Diego, then and in that event the obligation of the City of San Diego to credit said San Diego Disposal Company with salvaged rubbish shall terminate and cease, and the City of San Diego shall be under no further obligation to extend to said contractor credit for such salvaged rubbish, but shall thereafter receive compensation for the same in accordance with the terms of said contract as contained in said Document No. 189999.

It is further expressly understood and agreed that in no event shall The City of San Diego be responsible for any other payment for said dredging than as is herein provided.

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 hereinabove set forth.

IN WITNESS WHEREOF, the said party of the first part has hereunto subscribed his name and 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, pursuant to a resolution authorizing such execution, this 19th day of July, 1926.

H. O. DUERR

Doing Business under the name and style of The San Diego Disposal Company,
Party of the first part.

(SEAL)

ATTEST

By

Allen H. Wright, City Clerk
Fred W. Sick Deputy.

By

VIRGILIO BRUSCHI
JNO. A. HELD
L.C. MAIRE
FRED A. HEILBRON
DON M. STEWART.

Members of the Common Council
Party of the second part.

I HEREBY approve the form of the foregoing Contract this 16th day of July, 1926.

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 H.O.Duerr, Being Document No. 191978.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Heilbron* Deputy.
By Mrs. H.

C O N T R A C T

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 Fifteen Thousand Four Hundred Dollars (\$15,400.00) lawful money of the United States of America, to be paid to the City of San Diego, for which payment well and truly to be made,

we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st, day of July, 1926.

WHEREAS, the above bounded San Diego Consolidated Gas and Electric Company has entered into a contract with said The City of San Diego, under and pursuant to Chapter 247 of the Statutes of the State of California, approved June 6, 1913, (Statutes of 1913, Page 421) to do all the work upon 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 a point 50 feet north from the north line of B. Street and the north line of I Street; SEVENTH STREET, between the south line of B. Street and the north line of F. Street; Eighth Street, between the south line of B. Street and the North line of Market Street; NINTH STREET, between the south line of B. Street and the north line of Market Street; ELEVENTH STREET, between the south line of B. Street and the north line of Market Street; TWELFTH STREET, between the south line of B. Street and the north line of Market Street; B STREET, between the east line of Second Street and the west line of Twelfth Street; C STREET, between the east line of Third Street and the west line of Twelfth Street; BROADWAY, between the east line of California Street and the west line of Sixteenth Street; E STREET, between the east line of Second Street and the west line of Sixteenth Street; F STREET, between the east line of Columbia Street and the west line of Sixteenth 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 bounded 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,

ATTEST
M.B. FOWLER
(SEAL)

By L.M. KLAUBER

THE AETNA CASUALTY AND SURETY COMPANY

ATTEST
P.J. SCHAEFER, Resident Assistant Secretary.

By Frank A. Salmons
Resident Vice-President.

I hereby approve the form of the foregoing Undertaking this 4th day of July, 1926.

S.J. HIGGINS, City Attorney

By H.R. Thorp, Deputy City Attorney.

I HEREBY CERTIFY, that the Common Council of the City of San Diego did by Resolution No. 38571 passed and adopted on the 26th day of July, 1926, require and fix the sum of \$15,400.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

(SEAL)

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

THIS AGREEMENT, made and entered into this 9th day of August, 1926, 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 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 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 a point 50 feet north from the north line of B. Street and the north line of I Street;
SEVENTH STREET, between the south line of B. Street and the north line of F Street;
EIGHTH STREET, between the south line of B. Street and the north line of Market Street;
NINTH STREET, between the south line of B. Street and the north line of Market Street;
TENTH STREET, between the south line of B. Street and the north line of Market Street;
ELEVENTH STREET, between the south line of B. Street and the north line of Market Street;
TWELFTH STREET, between the south line of B. Street and the north line of Market Street;
B STREET, between the east line of Second Street and the west line of Twelfth Street;
C STREET, between the east line of Third Street and the West line of Twelfth Street;

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

E STREET, between the east line of Second Street and the West line of Sixteenth Street;

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

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

Together with the maintenance of the posts, wires, conduits and lamps on the afore-said streets, between the points hereinabove mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after June 30th, 1926, to-wit: to and including June 30th, 1927.

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. 189228, 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 Twelve Thousand Two Hundred Fifty-six and 37/100 Dollars (\$12,256.37), 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 Forty-nine Thousand and Twenty-five and 46/100 Dollars (\$49,025.46), in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of Forty-nine Thousand and Twenty-five and 46/100 Dollars (\$49,025.46) 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 acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of forty-nine Thousand and Twenty five and 46/100 Dollars (\$49,025.46).

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 Twelve Thousand Two Hundred Fifty Six and 37/100 Dollars (\$12,256.37), 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)

By L.M.KLAUBER

ATTEST,

M.B.FOWLER

(SEAL)

THE CITY OF SAN DIEGO

By

JNO. A. HELD

L.C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council

ATTEST

Allen H. Wright, City Clerk
By Fred W. Sick, Deputy.

I HEREBY APPROVE the form of the foregoing Contract this 4th day of July, 1926.

S J. HIGGINS, City Attorney,

By H.R. Thorp, Deputy City Attorney.

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of Contract between the City of San Diego and The San Diego Consolidated Gas and Electric Company, Being document No. 192170.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California,

By *August M. Hedstrom* Deputy.
By Mrs. H.

C O N T R A C T

I HEREBY CERTIFY that the necessary funds are unappropriated in the El Capitan Bond Fund subject to appropriation for this contract in the City Treasury for payment of within Contract.
\$7000.00

H.L. MOODY, City Auditor,
F.E. WENRICH, Deputy.

Aug/5/26/

KNOW ALL MEN BY THESE PRESENTS, That ROBERT W HUNT COMPANY, ENGINEERS, as Principal and GLOBE INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety are held and firmly bound unto The CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIXTEEN HUNDRED Dollars (\$1600.00) 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 made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of July, 1926.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all labor and equipment necessary or incidental to the inspection of, and to insure the City of San Diego in the delivery to said City of that certain eighty-five hundred (8500) tons of Thirty-six inch lock-bar steel pipe to be used in the construction of the El Capitan pipe line, and which said pipe was contracted to be sold and delivered to said City by the Western Pipe and Steel Company, according to those certain specifications of said lock bar steel pipe on file in the office of the City Clerk of said City, marked Document No. 185254, a copy of which said specifications is attached to and made a part of said contract with said Robert W. Hunt Company, Engineers;

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

(SEAL)

ROBERT W HUNT COMPANY
By C.B.Nolte, Principal
Vice-President- Gen'l Mgr.,

ATTEST
Robert W. Hunt Company
By S.C. Sexauer.
A.Secy and Asst.Treas.

GLOBE INDEMNITY COMPANY, Surety

By Jay J. Reynolds, Atty-in-fact.

Countersigned, At San Francisco.
J.S.ELLIOTT, Attorney-in-fact.

I hereby approve the form of the within Bond this 7th day of July, 1926.
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 August, 1926.

(SEAL)

ATTEST
ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, Deputy

JNO. A HELD,
L.C.MAIRE
FRED A HEILBRON
DON M. STEWART
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 August, 1926, by and between The City of San Diego, a municipal Corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and Robert W. Hunt Company, Engineers, a corporation, of 251 Kearny Street, San Francisco, 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 equipment necessary or incidental to the inspection of, and to inspect and insure the City of San Diego in the delivery to said City of that certain eighty-five hundred (8500) tons of Thirty-six inch lock bar steel pipe, to be used in the construction of the El Capitan pipe line, and which said pipe was contracted to be sold and delivered to said City by the Western Pipe and Steel Company, according to those certain specifications of said lock-bar steel pipe on file in the office of the City Clerk of said City, marked Document No. 185254, a copy of which said specifications is attached hereto and made a part of this contract; said inspection to include mill inspection for surface defects and laminations, gauge the plates for thickness, select test pieces from each plate, and witness the physical test as specified; also the necessary shop inspection, to witness the rolling, assembling, pressing, testing, cleaning and dipping of the pipe, and all necessary head analyses, together with chemical analyses necessary to insure the City in getting the pipe specified, together with all work necessary of every kind and character which may be incidental to safeguarding the City of San Diego in securing under said contract with said Western Pipe and Steel Company eighty-five hundred (8500) tons of Thirty-six inch lock-bar steel pipe, in accordance with said specifications; it being the intent and purpose of this contract to provide for inspection of said steel pipe so sold by said Western Pipe and Steel Company to The City of San Diego under said contract hereinabove mentioned so that the City of San Diego may be guaranteed of the delivery of said lock-bar steel pipe under said contract with said Western Pipe and Steel Company, in accordance with the specifications for the construction of said pipe.

Said contractor hereby agrees to do and perform all of said work at and for the price of seventy-five cents (75¢) per ton.

Said contractor further agrees to commence said work immediately upon the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment during the manufacture of the said pipe, so that said pipe may be delivered in accordance with the terms of the said contract between The City of San Diego and the Western Pipe and Steel Company.

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 Seventy-five cents (75¢) per ton, said payments to be made as follows:

The Manager of Operation 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 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 Manager of Operation 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 Manager of Operation 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.

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 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.

(SEAL)

ATTEST:

ALLEN H. WRIGHT, City Clerk
By Fred. W. Sick, Deputy.

THE CITY OF SAN DIEGO

JNO. A HELD

L.C. MAIRE

FRED A HEILBRON

DON M STEWART

Members of the Common Council

ROBERT W. HUNT COMPANY

By C.B. Nolte, Vice-Pres & Genl. Mgr.

I HEREBY approve the form of the foregoing contract this 16th day of July, 1926.

S.J. HIGGINS, City Attorney.

SPECIFICATIONS FOR 36 INCH LOCK BAR STEELE PIPE
FROM LAKESIDE TO THE CITY OF SAN DIEGO

LOCK BAR PIPE

1. MATERIAL COVERED. This Specification covers three classes of material namely: plates, lock-bars and rivet steel.

2. PROCESS. The Steele shall be made by the open-hearth process.

3. DISCARD. A Sufficient discard shall be made from each ingot to insure sound material.

4. CHEMICAL AND PHYSICAL PROPERTIES. (a) The Steele shall conform to the following requirements as to chemical and physical properties:

Properties Considered	Plates	Lock-Bars	Rivet Steel
Phosphorus	.04	.04	.04
Sulphur	.05	.05	.045
Yield Point Min. Lb. per sq. in.	0.5 t.s.	0.5 vt.s.	0.5 vt.s.
Tensile Strength Min lb. Per Sq. In.	55/65000	40/50000	46/56000
Elongation	1,500,000	1,500,000	1,500,000
	T. Sneed T.S.	T.S.	T.S.
	But/Not to exceed 30%		

*See Section 7, point

(b) The yield shall be determined by the drop of the beam of the testing machine.

5. LADLE ANALYSES. An analysis of each melt of steel shall be made by the manufacture to determine the percentages of carbon, manganese, phosphorus and sulphur. This analysis shall be made from a test ingot taken during the pouring of the melt. The chemical composition thus determined shall conform to the requirements specified in Section 4 (a) and shall be reported to the purchaser or his representative if requested.

6. CHECK ANALYSES. Analyses may be made by the purchaser from finished material representing each melt. The phosphorus and sulphur content thus determined shall not exceed that specified in Section 4, (a) by more than 25%.

7. MODIFICATIONS IN ELONGATION. (a) For plates over 3/4" in thickness a deduction of 1 from the percentage of elongation specified in Section 4 (a) shall be made for each increase of 1/8" in thickness above 3/4".

(b) For plates under 5/16" in thickness a deduction of 2.5 from the percentage of elongation specified in Section 4, (a) shall be made for each decrease of 1/16" in thickness below 5/16".

8. BEND TESTS (a) The test specimen for plates shall be bent cold through 180° without cracking on the outside of the bent portion, as follows:

For material 3/4" or under in thickness, flat on itself; for material over 3/4" in thickness, around a pin the diameter of which is equal to the thickness of the specimen.

(b) The test specimen for Lock-Bars and rivet steel shall be bent cold through 180° flat on itself without cracking on the outside of the bent portion.

9. TEST SPECIMENS. (a) Tension and bend test specimens shall be taken from rolled steel in the condition in which it comes from the rolls and shall be of the full thickness or diameter of material as rolled except as specified in Paragraph (c).

(b) Tension and bend test specimens for plates may be machined to the form and dimensions shown herewith or with both edges parallel.

(c) Tension and bend test specimens for lock-bars may be machined to a rectangular section.

10. NUMBER OF TESTS. (a) One tension and one bend test shall be made from each melt; except that if material from one melt differs 3/8" or more in thickness, one tension and one bend test shall be made from both the thickest and the thinnest material rolled.

(b) If any test specimen shows defective machining or develops flaws, it may be discarded and another specimen substituted.

(c) If the percentage of elongation of any tension test specimen is less than that specified in Section 4 (a) and any part of the fracture is outside the middle third of the gauge length, as indicated by scribe scratches marked on the specimen before testing, a retest shall be allowed.

11. PERMISSIBLE VARIATIONS. The Thickness of each plate shall not vary under the gauge specified more than 0.01". The over weight shall be within the limits adopted by the Association of American Steel Manufacturers for plates ordered to gauge.

12. FINISH. The finished material shall be free from injurious defects and shall have a workmanlike finish.

13. MARKING. The melt number shall be legibly stamped on all finished material except that rivet steel and Lock-bar bars may be shipped in securely fastened bundles with the melt number legibly stamped on attached metal tags. The melt number shall be legibly

marked, by stamping if practicable on each test specimen.

14. INSPECTION. The Inspector representing the purchaser shall have free entry at all times while work on the contract of the purchaser is being performed, to all parts of the manufacturer's works which concern the manufacture of the material ordered. The manufacturer shall afford the inspector, free of cost, all reasonable facilities to satisfy him that the material is being furnished in accordance with these specifications. All tests (except check analyses) and inspection shall be made at the place of manufacture prior to shipment unless otherwise specified, and shall be so conducted as not to interfere unnecessarily with the operation of the works.

FABRICATING

The steel plates are delivered to the shop where they travel in progressive method of manufacture, from machine to machine, each designed to perform a particular part of the work, in a manner that insures within the machine itself, exact conformity to the specification requirements.

PLANING AND UP-SETTING

The design of "LOCK-BAR" pipe requires that the longitudinal edges of the plates shall be planed to the proper dimension and the edges upset to a sufficient degree to form the necessary shoulder for engaging the lock-bar.

The steel plate 30 feet long, except where necessary to fit pipe to plan and profile of line, after passing inspection, is delivered to the planing and up-setting machine, and each longitudinal edge planed and up-set by a traveling carriage equipped with cutter and up-setting rolls, while being held fixedly in position by a hydraulic clamp running the full length of the machine.

When the plate leaves the planing and up-setting machine it is of taper section to provide for taper joint laying.

Before proceeding further the edges are tested by gauging for up-set.

TRUING, PUNCHING AND BEVELING

The plate is then paid out for truing, punching and beveling on the ends, passing to the combination shearing and punching machine. It is trued and then punched by sharp, clean punches and dies, leaving clean holes without burrs.

From here it passes to a machine where the ends are bevel-sheared for caulking purposes in laying, the bevel on each end being on opposite sides of the plate.

CRIMPING AND ROLLING

The plate passes to the crimping machine where the longitudinal edges are crimped to the proper radius preparatory to rolling. The crimping is done so as to eliminate damage to the up-set edges in the rolls.

The plate is next cold rolled to the radius of the cylinder of the pipe.

ASSEMBLING

Assembling then begins, in pits arranged to accommodate them passing through the several stages as follows: Applying the lock-bars, previously scarf milled at opposite ends. Lowering mate-half into lock-bar. Drawing up the several sections by means of heavy steel clamps.

The assembled pipe is now ready for the final fabricating process. It passes into the pressing machine, where both lock-bars are pressed down over the up-set edges of the plates by a hydraulic press, exerting a pressure of 350 tons per lineal foot of pipe.

TESTING

The pipe is now ready for testing. It is conveyed to the Hydraulic testing machine and subjected to a test $1\frac{1}{2}$ times the working pressure, undergoing a rigid inspection for leakage over the entire length of the lock-bar joints.

DIP FOR STEEL PIPE

1. CLEANING. Before pipe sections are coated, they shall be thoroly cleaned of all mill scale, grease, oil, paint, rust, or other foreign materials, both inside and out, by wire brushing and scraping, immediately before heating, and upon removal from the oven and while the pipe is suspended in a vertical position, it shall be hammered with a ten pound sledge to thoroly free all loose dust or scale.

2/COATING. After the cleaning and inspection, which must be done under cover, every pipe shall remain in a suitable heating oven a sufficient length of time to insure a uniform temperature thruout of four hundred (400) degrees Fahrenheit, after which heating the pipe shall be coated with Hermastic pipe coating, as manufactured by the Wailles Dovehermiston Company, New York City, New York, or such other material equal thereto, and satisfactory to the Engineer.

The coating must be free from blisters and bubbles and must not be affected by exposure nor the action of the soil or water. It must strongly adhere to the pipe under all circumstances, and must not become soft enough to sag at a temperature of 150° Fahrenheit, nor brittle enough to crack or scale off at a temperature of 20° Fahrenheit. The pipe shall not be coated unless examined and approved by the Inspector immediately before the process of coating begins. They shall be dipped vertically into a bath of coating to a temperature of from four-hundred (400) degrees to four hundred and fifty (450) degrees Fahrenheit, which shall be heated by other means than a direct flame on the dipping tank. The pipe shall receive a uniform coating, approximately three sixty-fourths ($\frac{3}{64}$) inch in thickness. While in the bath, the pipe shall be so manipulated or dipped, in accordance with the directions of the Inspector, as to give a perfect and sound coating. After removal from the dipping tank they shall be set vertically, while drying.

The material for coating and the appliances and methods for heating and applying the coating, shall be subject to the approval of the Engineer or his duly authorized representative. In case that from any cause the coating on any pipe shall be found defective, it must be removed and should the defect be from brittleness or scaling or improper composition or application of the coating, it must be scraped off entirely and a new coating applied.

3. REPAIRING PIPE COATING. The coating of any pipe injured in transportation shall be repaired at the Contractor's expense, before being put in the trench, and such pipe as is not, in the opinion of the Engineer, in suitable condition, shall be removed from the work. Where the coating has been injured or abraded, such places shall be carefully scraped and cleaned by the use of scrapers and wire brushes and the coating then renewed by applying one brushed coating of priming solution, cold, followed by one brushed coating of heavy, Hermastic field coating or equal, which will be applied cold at all temperatures above forty (40) degrees Fahrenheit, and will require slight warming when applied at temperatures below forty (40) degrees Fahrenheit. This method of coating shall apply to the circular field seams and special connections.

WRAP FOR STEEL PIPE

1. DESCRIPTION OF WRAP. Wrapping shall be done with "Babco" wrap, as manufactured by the Paraffine Companies, Inc., The covering shall be of felt, which has been thoroly saturated with a high melting point bituminous compound, containing not less than twenty-five per cent (25%) by weight of an alkali-resisting material. The finished product shall weigh not less than three and six-tenths (3.6) pounds per square yard. Flaked mica shall be applied to the side of the coating, which will be on the outside of the pipe, in such quantities as to give the best results.

2. METHOD OF APPLICATION. After the pipe has been dipped, it is to be spirally wrapped under a tension of not less than fifty (50) pounds per eighteen (18) inch width of wrapping. The ends of the wrapping at the joint connections are to be finished off by sealing with hot dip. During wrapping of the pipe, heated dip shall be poured continuously as the pipe is rotated, in such quantities as to firmly and truly seal the wrap to the surface of the pipe at all points. Special care shall be used at Lock-Bars and rivet heads.

3. FIELD JOINTS. A strip of the covering, long enough to give a six (6) inch circular lap and six (6) inch longitudinal lap is to be furnished with each section of the pipe, together with the necessary dip for wrapping and sealing the field joints.

After the exposed section of the pipe at the field joints has been thoroly cleaned, and the dip applied as described under Section 3, Paragraph IV, the patching strip shall be passed under the pipe and worked back and forth while hot dip is applied, until a perfect contact is obtained. It shall then be wrapped around the pipe and firmly sealed in a satisfactory manner.

In case of leakage in the pipe after filling with water and the loosening of any portion of the wrapping. The Contractor shall remove enough of the wrapping to thoroughly caulk the leak and strips of new wrapping applied in a similar manner.

The wrapping of all field joints must be inspected by a duly authorized representative of the Engineer and any joints wrapped without this inspection will not be accepted.

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of Contract between the City of San Diego and Robert W. Hunt Co., Being Document No. 192685.

ALLEN H WRIGHT,

City Clerk of the City of San Diego, California,

By August M. Waldstrom Deputy.
By M. H.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 12th day of August, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of the City of San Diego, hereinafter referred to as the City and H.O. DUERR, doing business under the name and style of THE SAN DIEGO DISPOSAL COMPANY, of the City of San Diego, 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 a point on the U.S. Bulkhead line, said point being south 50° 50' east a distance of 2972.01 feet from Station C on said Bulkhead line as established by the United States Government in the year 1924; thence South 50° 50' east along said Bulkhead line a distance of 200 feet to a point; thence South 39° 10' west a distance of 60 feet to a point; thence North 50° 50' west a distance of 200 feet to a point; thence north 39° 10' east a distance of 60 feet to the point or place of beginning.

To have and to hold the said premises, and each and every part and parcel thereof unto the said Lessee, for a term ending on the 12th day of August, 1936, at a rental of fifty dollars (\$50.00) per month, payable in advance on the first day of each and every month. During the first five years of said term, 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. At the end of the first five years of said term the rental for the unexpired term of said lease shall be fixed by the Common Council and the Harbor Commission of the City of San Diego.

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, 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 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, annual, change or modify this lease in such manner as in their judgment may seem proper, upon paying said Lessee reasonable damages occasioned by such modification, amendment or repeal.

In addition to the foregoing provisions it is hereby agreed by the parties to

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 rubbish disposal plant; all buildings or other structures to be erected upon said premises to 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 shall 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 development 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 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.

(5) It is further specifically covenanted and agreed that the Lessee herein named shall, within a period of Three Months from and after the execution of this lease, construct and erect buildings and structures, and expend in the construction and erection of such buildings and structures, a sum of money not less than Three Thousand Dollars (\$3000.00) and the failure of said Lessee to expend said sum of Three Thousand Dollars (\$3000.00) within a period of Three Months from and after the execution of this lease, shall be sufficient to warrant the cancellation of this lease by said Common Council.

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

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

(8) It is further covenanted and agreed on the part of said lessee that the 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 said Lessee has hereunto subscribed his name the day and year first hereinabove written.

(SEAL)

By

THE CITY OF SAN DIEGO,
M.A. Graham
J.W. Sefton, Jr.,
W.P. Cronan
Members of the Harbor Commission
of the City of San Diego.
LESSOR

ATTEST

ALLEN H. WRIGHT, City Clerk

H.O. DUERR,
Doing business under the name and
style of The San Diego Disposal
Company. LESSEE.

I HEREBY approve the form of the foregoing Lease, this 6th day of August, 1926.

S.J. Higgins, City Attorney
By Frank M. Downer, Jr.,
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 The San Diego Disposal Company Being document No. 193441.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California,

By August M. Hadstone Deputy.

By Mrs. H.

C O N T R A C T

I HEREBY CERTIFY, that the necessary funds are in the city treasury for payment of within contract.

H.L.MOODY, City Auditor.

The premium charged for this bond is \$6.40 dollars for the term thereof.

KNOW ALL MEN BY THESE PRESENTS, That GENERAL CHEMICAL COMPANY, 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 Six Hundred Fifty (650) Dollars (\$650.00) lawful money of the United States of America, to be paid to said The City of San Diego for the payment of which, well and truly to be made, the said Principal hereby binds itself, its, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of September, 1926.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego to furnish to the said City 80 tons of sulphate of alumina, two cars of 80,000 pounds each, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL)

GENERAL CHEMICAL COMPANY

By PHIL A OLSON, Branch Manager.

Subscribed and sworn to before me
this 18th day of Sept, 1926.
Artie W. Campbell, Notary Public,
In and for the County of Los Angeles,
State of California,
My commission expires August, 26, 1930.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK,

By Cecilia Story, Attorney,

I HEREBY APPROVE, the form of the within Bond this 20th day of September, 1926.

S.J.HIGGINS, City Attorney,

STATE OF CALIFORNIA,)ss
COUNTY OF LOS ANGELES)

On this 18th day of September, 1926, 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.

(SEAL)

PAUL J. EMME,

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

APPROVED by a majority of the members of the Common Council of the City of San Diego, California, this 20th day of September, 1926.

(SEAL)

ATTEST
ALLEN H. WRIGHT, City Clerk
Fred W. Sick Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L.C. MAIRE

FRED A. HEILBRON

DON M. STEWART.

Members of the Common Council

I H

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 18th day of September, 1926, by and between The City of San Diego, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City and GENERAL CHEMICAL COMPANY party of the second part and hereinafter sometimes designated as the Contractor, WITNESSETH: That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 80 Tons of Sulphate of Alumina, two cars of 80,000 pounds each, in accordance with the specifications on file in the Office of the Superintendent of the purchasing Department of said City.

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

For the price of One and 60/100 Dollars (\$1.60) per cwt., or \$32.00 per ton, f.o.b. cars at California and Streets, San Diego, Calif.,

Said contractor agrees to begin delivery of said material within seven (7) days from and after the date of the execution of this contract, and to complete said delivery on or before the day of 1926, (as specified)

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

The sum of one and 60/100 Dollars (\$1.60) per cwt., or Thirty-two Dollars (\$32.00) per ton.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this Agreement first above written.

THE CITY OF SAN DIEGO

(SEAL)
(ATTEST)

ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, Deputy.

By Virgilio Bruschi
Jno. A. Held
L.C. Maire,
Fred A. Heilbron
Don M. Stewart.
Members of the Common Council

Subscribed and sworn to me before me this 18th day of Sept., 1926,

ARTIE W. CAMPBELL,

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

(SEAL)

My Commission expires,
August 26, 1930.

GENERAL CHEMICAL COMPANY

By Phil A. Olson, Branch Manager.

I HEREBY APPROVE the form of the foregoing contract this 17th day of September, 1926.

S.J. HIGGINS, City Attorney
By, Frank M. Downer, Jr.,

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 General Chemical Company Being Document No. 194466.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.
By M. W. H.

A G R E E M E N T

THIS MEMORANDUM OF AGREEMENT, made and entered into this 18th day of August 1926, by and between F HERBERT JUDSON, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the "Owner," and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter by virtue of the Constitution of the State of California, hereinafter referred to as the "City,".

W I T N E S S E T H:

WHEREAS, the City on or about October 5, 1925, leased from the San Dieguito Water Company, and concurrently therewith was granted by said water Company an option to purchase that certain water system known and designated as the "San Dieguito Water System," which lease and option, among other properties, include the so-called "Sutherland reservoir site", which is situated on the San Dieguito River, and is the same stream as flows through the San Pasqual Valley where the Owner's lands are situated; and,

WHEREAS, the City contemplates within the near future the construction of a dam at the aforesaid reservoir site for the purpose of impounding the storm water of the San Dieguito River and its tributaries, for the purpose of diverting said waters out of the water shed of said stream and transporting them to The City of San Diego, there to be used for domestic and irrigation purposes for the inhabitants of said City; and,

WHEREAS, there is now pending before the Division of Water Rights in the State Department of Public Works an application known as Application No. 4127, in which application one J.W. Williams, Consulting Engineer for The City of San Diego, for and on behalf of said City prays for the right to appropriate and divert for municipal uses sixty thousand (60,000) acre feet per annum from the Santa Ysabel and Black Canyon Creeks, both which, if not so appropriated and diverted, would flow down the San Dieguito River and through the San Pasqual Valley where the natural flow of said stream is diverted for irrigation purposes; and,

WHEREAS, there is also included in said San Dieguito water system the Lake Hodges reservoir situated on said San Dieguito River below the lands of the Owner, and there is included also in said system, on which the City has an option to purchase as aforesaid water bearing lands situated in the westerly end of the San Pasqual Valley, which lands were acquired and are held for the purpose of the installation and maintenance of pumping plants during periods of dry years, by means of which said system will be able to supply its water consumers and The City of San Diego with water for domestic and irrigation purposes; and,

WHEREAS, it is to the interest of The City of San Diego to acquire the lands of the Owner situated in said San Pasqual Valley, in order that it can complete the development

of said San Dieguito water system, and may appropriate and divert the waters of the San Dieguito River at the point heretofore designated as the Sutherland reservoir site; and,

WHEREAS, said development cannot be made without prejudicing the riparian rights of the Owner and or the Owner's pumping rights by reason of the relationship of the Owner's lands to the banks of the San Dieguito River; and

WHEREAS, for that reason the City is desirous of purchasing the lands of the Owner that it may, without prejudicing the rights of the Owner, construct a dam at the Sutherland Reservoir Site and appropriate and divert the storm water from the San Dieguito River, and may have, without prejudicing the rights of the Owner, the right to develop pumping plants in the San Pasqual Valley and near the San Dieguito River bed and divert water from the sands and gravels of the San Pasqual Valley without prejudicing the rights of the Owner;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE 1.

OPTION TO PURCHASE.

(a) For and in consideration of the sum of Fifty Dollars (\$50.00), which the Owner acknowledged to have received from The City of San Diego on the date of the execution of this instrument, the Owner hereby grants and gives to the City an exclusive option to purchase the lands hereinafter described for the sum of Fifty-nine thousand eight hundred forty Dollars (\$59,840.00);

(b) This option shall be for a period of One (1) year, and unless exercised on or before the 15th day of July 1927, or unless said option shall be renewed as hereinafter provided for, shall expire on said 15th day of July, 1927, and upon the expiration of said option without its being exercised or renewed, as provided in this instrument, all rights of the said City shall cease and determine, and the City shall thereafter have no claim of any kind or nature whatsoever against the owner by reason of anything in this contract contained, and shall have no claim whatsoever against the Owner for any moneys that have been paid by the City to the Owner on account of or by reason of any provision in this contract.

(c) The City shall have the right to purchase an extension or renewal of this option for an additional period of two (2) years, beginning with the 15th day of July 1927, conditioned and provided, however, that within sixty (60) days prior to the expiration of the one-year option it shall serve upon the owner a written notice of its intention to renew said option for such additional period of two years, and shall concurrently with the service of said notice of its intention to renew said option, as herein provided, or shall prior to the expiration of the one-year option period, pay or cause to be paid to the Owner an additional sum of Eleven thousand nine hundred eighteen Dollars (\$11,918.00).

(d) It is expressly understood and agreed by and between the Owner and the City that the written notice provided for in the foregoing paragraph, and the payment of said sum of Eleven Thousand Nine Hundred Eighteen Dollars (\$11,918.00), as therein provided is a condition precedent to the extension of said exclusive option for an additional period of two years.

ARTICLE 11.

DESCRIPTION OF LANDS COVERED BY THIS OPTION.

The lands which the Owner, by the terms and conditions of this contract, agrees and covenants to convey to the City upon the payments being made as herein provided, are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:

Beginning at a point 902.56 feet west of the southeast corner of the northeast quarter of the southwest quarter of Section 35, Township 12 South, Range 1 West, S. B.M. and running thence north 1820.5 feet to the south line of the land conveyed by J.B. Judson to Fred E. Judson September 3rd, 1900, by Deed recorded in Book 303, at page 148 of Deeds, Records in the office of the County Recorder of San Diego County, and described therein as 2nd Tract; thence south 85° 39' west 1060 feet to the southwest corner of said land conveyed to Fred E. Judson, as aforesaid; thence north 1° 49' west 455.5 feet to the northwest corner of the tract of land conveyed to the said Fred E. Judson as aforesaid; thence south 85° 04' west 750 feet; thence south 2145 feet; thence east 1737.44 feet to the place of beginning, containing 78.46 acres.

Also, the southwest quarter of the southwest quarter, and the west 12.65 acres of the southeast quarter of the southwest quarter of Section 35, Township 12 South, Range 1 West, S.B.M.

Also, the northwest quarter of the northwest quarter and the south half of the north half of Section 2, Township 13, South, Range 1, S.B.M.

ARTICLE 111.

OWNER'S COVENANT TO CONVEY TITLE AND CITY'S RIGHT TO PURCHASE.

(a) If the City should elect to purchase the lands hereinbefore described during this option, to-wit: within a period of one (1) year from date hereof, then the amount paid by the City to the Owner for this option shall be credited upon the purchase price.

(b) If the City should elect to purchase a renewal option for a period of two (2) years, and should exercise said option to purchase at any time during said two-year period, to-wit: at any time after the 15th day of July, 1927, and before the 15th day of July 1929, it shall be entitled to a credit on the purchase price herein fixed of the amount paid by the City to the Owner for the option, to-wit: the sum of Fifty Dollars (\$50.00), and for the renewal of said option for an additional two (2) year period, to-wit: the sum of Eleven thousand nine hundred eighteen dollars (\$11,918.00), making a total sum of Eleven Thousand nine hundred sixty eight dollars (\$11,968.00), to which the City shall be entitled to credit.

(c) Upon the payment of the full purchase price of said property as in this option agreed upon, the Owner covenants and agrees to execute to the City a good and sufficient deed or deeds conveying to the City the real property described herein, subject, however, to all easements and rights of way for public roads, telephone, telegraph, gas and electric

line easements, and subject also to rights of way for such canals, pipe lines and ditches as are of record at the date of the execution of this instrument.

(d) The Owner agrees to furnish to the City a certificate of title from the Southern Title Guaranty Company of the City of San Diego, or the Union Title Insurance Company of said City, as the City may elect, showing a merchantable title, subject to the encumbrances referred to in paragraph lettered "c" of this article

ARTICLE IV.

COVENANTS UPON THE PART OF THE CITY.

The City agrees, in the event it should exercise its option to purchase the lands of the Owner, under the terms and conditions of this instrument, that as a part of the consideration for said sale by the Owner to the City, the City will upon the consummation of said purchase, lease said lands to the Owner, or his assigns, for a period of fifteen (15) years from the date of which the Owner conveys the title of said lands in fee simple to the City, at a rental to be determined by the agreement of the parties, or in case of their failure to agree, by the decision of a Board of Arbitration composed of one arbitrator appointed by the City, one arbitrator appointed by the Owner, and a third appointed by the two arbitrators. Said rental shall be a yearly rental, one-half thereof to be paid on the last day of June during the first year of said leasehold, and the remainder of said annual rental to be paid on the last day of December of said year; it being expressly understood and agreed that the rental shall so continue to be paid during each year of said leasehold term. It is understood that other Owners of land will execute similar agreements with the City and rentals for such lands will be determined upon a percentage of the purchase price thereof, and the percentages employed in determining such rentals shall be a basis and a guide for determining the rental between the Owner and the City.

Said lease shall be in writing and shall contain the usual covenants contained in agricultural leases, and shall provide that unless the rentals are paid as provided therein the City shall have a right, in the event of the default in any payment for a period of six (6) months, to terminate said lease.

ARTICLE V.

The City agrees in the event that it should exercise its option to purchase the lands of the Owner, under the terms and conditions of this instrument, that as a part of the consideration for said sale by said Owner to said City said Owner mentioned in this agreement shall have the right to re-purchase or purchase back from said City said lands hereinabove described at and for the sum of Twenty-nine thousand nine hundred twenty dollars (\$29,920.00); reserving, however, to said City all rights to water in and to the San Dieguito River or Bernardo River, or Santa Ysabel Creek. In the event that said Owner elects to re-purchase said lands during the period of fifteen (15) years from the date on which the Owner conveys the title of said lands in fee simple to the City, at the price herein fixed, said City will convey said lands to said Owner, reserving to said City all rights to water which may be upon said land, or which may flow through, under or across said land.

It is agreed, however, that in case the Owner exercises such option to re-purchase said land or in case he leases same from the City, the deed of conveyance from the City to the owner or said lease shall contain a provision granting to the Owner and his assigns, and to the occupants of said land, the right or privilege of using water for domestic purposes and for the use of domestic cattle and for irrigation upon said land, the Owner to be entitled to pump such water from wells or take same from the surplus waters of said streams, not being impounded by the City; it being expressly provided, however, that such right or privilege shall not be exercised, nor shall the Owner or his assigns be entitled to use said water at such times or under such circumstances as will in any manner interfere with the development of water by the City, or will deprive the City of any water or water supply needed by the City for the purposes of the water system to be constructed and maintained by the City.

ARTICLE

CONSTRUCTION OF SUTHERLAND DAM.

(a) It is understood by and between the Owner and the City that the City may, before it elects to exercise its option to purchase the Owner's land, as hereinbefore provided begin the construction of the Sutherland dam, the construction of which would impound and divert from the San Dieguito River into another water shed a large portion of the storm waters that are accustomed to flow down the San Dieguito River and through the San Pasqual Valley toward the sea.

(b) It is expressly understood and agreed by and between the owner and the City that in the event the City should commence the construction of said dam and should not exercise its option to purchase the lands of the Owner the said Owner would sustain damages, but the exact amount of said damages is not ascertainable and the parties agree that from the very nature of the case it would be impossible and/or extremely difficult to fix the actual damage, and the City therefore promises and agrees that in the event it should construct the Sutherland dam and should not exercise its option to purchase the lands of the Owner, as in this contract provided, that it will pay to said Owner the sum of Twenty-nine thousand nine hundred twenty Dollars (\$29,920.00) as; liquidated damages, and that said sum so determined as liquidated damages shall be due and payable from the City to the Owner on the day on which the said City, not having exercised its option to purchase the Owner's land, parts with said option and loses its right to purchase the lands of the Owner, as herein provided.

(c) This obligation and promise on the part of the City to pay the aforesaid sum as liquidated damages, shall attach to and be binding upon the City upon the date on which it loses its option to purchase said lands, regardless of whether the Sutherland dam has been completed or whether water has actually been diverted.

ARTICLE VII.

CITY'S APPLICATION TO APPROPRIATE AND DIVERT WATERS OF SAN DIEGUITO RIVER.

It is understood by and between the parties that the hearing of the City's application to appropriate and divert waters from the San Dieguito River as evidenced by its application No. 4127 now pending before the Division of Water Rights of the Department of Public Works of the State of California, together with the protest of the Owner, shall be continued from time to time by agreement of the parties and their respective attorney's, and that in the event the City elects to purchase the lands of the Owner, as herein provided, then the Owner agrees to withdraw its protest and consent to the granting of said Application

No. 4127 by the Chief of the Division of Water Rights.

ARTICLE VIII.

TIME IS ESSENCE

Time is hereby expressly declared to be of the essence of this contract and of each and all of the provisions thereof.

This contract shall bind the heirs, executors, administrators and assigns of the Owner.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name the day and year first above written, and the City pursuant to an ordinance of the Common Council, duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be hereunto affixed.

F HERBERT JUDSON
ALICE N. JUDSON,
Owner.

(SEAL)

THE CITY OF SAN DIEGO

ATTEST
Allen H. Wright City Clerk
By Fred W. Sick, Deputy

By VIRGILIO BRUSCHI
JNO. A. HELD
L.C. MAIRE
DON M. STEWART
Members of the Common Council

I HEREBY approve the form of the foregoing Agreement this 30th day of August, 1926.

S.J. HIGGINS,

City Attorney of the City of San Diego.

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of Agreement between the City of San Diego and F. Herbert Judson, Being Document No. 193523.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California,

By *August M. Hadstrom* Deputy.
By Mrs. H.

ASSIGNMENT OF LEASE

BY CITY OF SAN DIEGO TO SAN DIEGUITO WATER COMPANY

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF SAN DIEGO, a municipal corporation of San Diego County, California, by its Mayor and Common Council, for a good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does hereby assign, transfer and set over to SAN DIEGUITO WATER COMPANY, a private corporation organized and existing under and by virtue of the laws of the State of Nevada, all its right, title and interest in and to that certain agreement of lease dated March 7, 1925 by and between Griffith Henshaw and John Treanor, Lessors, and L.A. Hinshaw, Lessee, insofar as said Lease agreement of March 7, 1925, affects or covers that tract of land referred to therein as the "Hodges Grove Acre" and particularly described as follows:

A tract of land of approximately one acre, together with improvements, thereon lying between the San Diego County Highway, according to Road Survey No. 333-C, said Survey being on file in the County Surveyor's office of San Diego County, California, and the three hundred thirty (330) foot contour of Lake Hodges, lying and situate in the County of San Diego and State of California.

IT IS UNDERSTOOD AND AGREED that by the execution of this assignment and the acceptance thereof, said City of San Diego Abandons and releases any and all right of occupancy of said premises under and by virtue of assignment to said City by said L.A. Hinshaw, under instrument dated September 8, 1926, and said City hereby conveys and quitclaims to said San Dieguito Water Company any and all rights of said San Dieguito Water Company growing out of the occupancy by said City of said property.

IT IS FURTHER AGREED AND UNDERSTOOD that by the execution of this assignment and the acceptance thereof, the City of San Diego does not transfer to said San Dieguito Water Company any fishing or boating privileges or any rights in personal property covered by agreement of March 7, 1925, between San Dieguito Water Company and L.A. Hinshaw, and it is further agreed that this assignment shall not in any wise affect the rights of the City of San Diego in and to the property described in said agreement of March 7, 1925, between Griffith Henshaw and John Treanor as Lessors, and L.A. Hinshaw as Lessee, as the "Bernardo Acre", and it is further agreed that by virtue of this assignment and the acceptance thereof, said San Dieguito Water Company, or its Lessees, shall have no right to any hunting, boating or camping privileges or right to issue permits therefor in connection with the said lease.

IN WITNESS WHEREOF, the City of San Diego, pursuant to resolution of its Common Council duly and regularly adopted, has caused this assignment to be executed in its corporate name by its Common Council, attested by its City Clerk and the seal of the City thereto affixed this 4th day of October, 1926.

CITY OF SAN DIEGO,

(SEAL)

By

VIRGILIO BRUSCHI
JNO. A. HELD
L.C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council

Attest,
ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, Deputy

I HEREBY APPROVE the form of the foregoing assignment this 29th day of September 1926.

S.J. HIGGINS City Attorney

I HEREBY CERTIFY That the above and foregoing is a full, true and correct copy of Assignment of Lease between The City of San Diego, California and San Dieguito Water Company, Being Document No. 194954.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.
By Mrs. H.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 4th day of October, 1926, 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 hereinafter referred to as the City and FENTON-PARKER MATERIAL CORPORATION, a corporation, party of the second part, hereinafter called the Lessee, WITNESSETH:

That in pursuance of, and in accordance with, Ordinance No. 10478 of the ordinances of The City of San Diego, adopted April 12, 1926, and approved by the Mayor of said City on April 14, 1926, the said City does by these presents demise and lease unto the said Lessee, Lots Thirty-five (35) of Rancho Ex-Mission Lands, in the City of San Diego, County of San Diego, State of California, for a term of five (5) years from and after the date of the execution of this lease.

It is hereby understood and agreed that the above and described land is hereby leased for the sole purpose of enabling said Lessee to remove sand and gravel therefrom; to erect and maintain such buildings, structures and machinery as are necessary or convenient for the extraction, refining and mixing of sand and gravel for commercial purposes. And the Lessee shall have the right, at the end of the term of this lease, to remove all buildings, machines and equipment placed thereon by the Lessee, notwithstanding whether such buildings, structures and equipment might be deemed to be fixtures.

And the said Lessee does hereby covenant, promise and agree to pay to said City the sum of Nine Thousand five hundred dollars (\$9,500.00), for the full term of five years, said sum to be paid at the rate of one thousand nine hundred dollars (\$1900.00) per year, payable quarterly on the first day of each and every quarter during the term of this lease.

Said Lessee further promises and agrees, at the expiration of said term, to quit and surrender the said premises in as good state and condition as the same are now or may be put into, reasonable use and wear thereof and damage by the elements excepted, and immediately remove all buildings, structures and machinery therefrom.

Should any of the rentals above provided for remain due and unpaid for a period of thirty (30) days, then the said City may cancel this lease at its option, and in such event the said Lessee agrees to surrender possession of the premises at once, and remove such of its equipment as may be on the premises.

It is further agreed by the parties hereto that any road now existing and running through the said described property shall at all times be open for public travel, unobstructed by the said Lessee, or its operations on said land.

It is further understood and agreed by and between the parties hereto that this lease shall not be assignable nor transferable, nor shall said Lessee have the right to sublet the leased premises, or any part thereof, except upon the written consent of the Common Council of the City of San Diego, authorized by ordinance. And it is further agreed that in case the said Lessee shall attempt to transfer this lease without such consent, 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 City.

A majority of the electors of the City of San Diego voting at any election ~~at any time~~ hereinafter may repeal, change or modify this lease.

And the said City does hereby promise, covenant and agree that the said Lessee, upon 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, a majority of the members of the Common Council of San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and said Lessee has caused this lease to be executed and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL)

Attest:

ALLEN H. WRIGHT, City Clerk
By Fred W. Sick, Deputy

(SEAL)

Attest,

C.O. OLIND, Secretary

By THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
L.C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council

FENTON-PARKER MATERIAL CORPORATION
A Corporation.

I HEREBY APPROVE

the form of the foregoing Lease this 29th day of September, 1926.

By GEO. S. PARKER
S.J. HIGGINS, City Attorney
By Frank M. Downer, Jr.,
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 Fenton-Parker Material Company, Being Document No. 191390.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California,

By *August M. Hadstrom* Deputy.
By Mrs. H.

L E A S E

THIS LEASE, made and entered into this 27th day of September, 1926, 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, 1926, 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.

(SEAL)
ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

By

THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.
Lessor.
H. D. ALLEN
Lessee.

I HEREBY APPROVE

the form of the foregoing Lease, this 8th day of August, 1926.

S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER JR
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 H. D. Allen. Being Document No. 193118.

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

By August M. Hadstrom Deputy.
By Miss H.

L E A S E

THIS AGREEMENT, made and entered into this 25th day of October, 1926, by and between THE CITY OF SAN DIEGO, California, heretofore duly authorized by Ordinance No. 10701, and G. H. LEWIS, WITNESSETH:

That The City of San Diego has demised and let, and by these presents does demise and let unto G. H. Lewis the following described real estate, to-wit:

Pueblo Lot 1240 of the Pueblo Lands of The City of San Diego.

Said lease is to continue for a period of one year from and after the 11th day of September, 1926, and the Lessee hereby agrees to pay the sum of Thirty Dollars (\$30.00) in advance for rental of said land.

It is further agreed that the leased property shall be used for grazing and pasturage purposes only; shall not be assignable without the consent of the grantor in writing, and shall be terminated if the demised premises are put to any other use by the Lessee than herein specified.

Executed in duplicate.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk,
By FRED W. SICK, Deputy

By

THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO A. HELD
FRED A HEILBRON
L. C. MAIRE
DON M. STEWART
Members of the Common Council.
Lessor.
G. H. LEWIS
Lessee

I HEREBY APPROVE

the form of the foregoing Lease this 8 day of September, 1926

S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER JR
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 G. H. Lewis. Being Document No. 193784.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Hadstrom Deputy.
By Mr. H.

C O N T R A C T

I HEREBY CERTIFY that the necessary funds are in the city treasury for payment of within contract.

H. L. MOODY City Auditor.

KNOW ALL MEN BY THESE PRESENTS, That NEUNER CORPORATION, a corporation, of Los Angeles, California, as Principal and THE AETNA CASUALTY AND SURETY COMPANY, a corporation, a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bounded unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two hundred and no/100 Dollars (\$200.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of October, 1926

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said Principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to The City of San Diego fifteen thousand (15,000) Street Improvement Bond Forms on Quality Crane Company Bond Paper No. 29; all in accordance with the sample contained in Document No. 194517, on file in the office of the City Clerk of The City of San Diego; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL)

ATTEST: M. S. THOMAS

NEUNER CORPORATION

C. M. NEUNER Vice Pres
Principal

THE AETNA CASUALTY AND SURETY COMPANY
Surety

D. W. COAKLEY
Resident Vice-President

(SEAL)

ATTEST: R. L. TRAVISS
Resident Assistant Secretary.

The premium charged for this bond is \$2.50

I HEREBY APPROVE

the form of the within Bond, this 18th day of October, 1926.

S. J. HIGGINS City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California this 18th day of October, 1926.

By

JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council

(SEAL)

ATTEST:
ALLEN H. WRIGHT City Clerk
By FRED W. SICK Deputy

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

On this 16th day of October, in the year nineteen hundred 26, before me, RUTH A. CORLETTE, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared D. W. COAKLEY, known to me to be the Resident Vice-President and R. L. TRAVISS, known to me to be the Resident Assistant Secretary of The AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

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

RUTH A. CORLETTE
Notary Public in and for said Los Angeles County,
State of California.

(SEAL)

C O N T R A C T

THIS AGREEMENT, MADE and entered into at The City of San Diego, State of California, this 16th day of October, 1926, by and between THE CITY OF SAN DIEGO, A municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and

NEUNER CORPORATION, a corporation, of Los Angeles, 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:

Fifteen thousand (15,000) Street Improvement Bond Forms on Quality Crane Company Bond Paper No. 29; all in accordance with the sample contained in Document No. 194517, on file in the office of the City Clerk of The City of San Diego.

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

For the sum of seven hundred thirty-nine dollars (\$739.00).

Said contractor agrees to deliver said bonds within 30 days from date of this contract, or better.

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

The sum of seven hundred thirty-nine dollars (\$739.00).

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution; and the said contractor has caused this instrument to be executed by its proper officers thereunto duly authorized;

the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

By

THE CITY OF SAN DIEGO.

JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

NEUNER CORPORATION

BY C. M. NEUNER VICE Pres.
Contractor.

(SEAL)
ATTEST:
M. S. THOMAS

I HEREBY APPROVE
the form of the foregoing contract, this 13th day of October, 1926.

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 NEUNER CORPORATION. Being Document No. 195447.

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

By *August M. Gladstrom* Deputy.
Ray M. W.

I hereby certify that \$28,000.00 was appropriated by Ord. # 10718 authorizing the Purch. Dept - to purchase pipe out of Item 22 - P.S.E.W. Dept. in the city treasury for payment of within contract.

H. L. MOODY City Auditor
F. E. WENRICH Deputy

KNOW ALL MEN BY THESE PRESENTS, That U.S. CAST IRON PIPE AND FOUNDRY COMPANY, a corporation, as Principal and THE METROPOLITAN CASUALTY INSURANCE 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 SIX THOUSAND SEVEN HUNDRED Dollars (\$6,700.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally; firmly by these presents.

Signed by us and dated this 39TH day of September, 1926.

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 -

2000'	- 4"	"	B	"	"	"	12'	"
4000'	- 6"	"	B	"	"	"	12'	"
17000'	- 6"	"	B	"	"	"	5 meter	"
4000'	- 8"	"	B	"	"	"	12'	"
15000'	- 10"	"	B	"	"	"	12'	"
1000'	- 12"	"	B	"	"	"	12'	"

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

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

(SEAL)
ATTEST:
W. L. BECK Asst. Sec'y.

UNITED STATES CAST IRON PIPE AND FOUNDRY CO.

N. F. S. RUSSELL President
Principal

THE METROPOLITAN CASUALTY INSURANCE
COMPANY OF NEW YORK
Surety.

By P. A. CROSBY Attorney-in-fact

Premium charged for this bond is \$16.75 subject to correction at rate of _____% on the contract price.

I HEREBY APPROVE
the form of the within Bond, this 21st day of October, 1926.

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 October, 1926.

(SEAL)
ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
L. C. MAIRE
DON M. STEWART
Members of the Common Council.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On this 30th day of September in the year One Thousand Nine Hundred and Twenty-six, before me, Lulu A. Godsil, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared P. A. CROSBY known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, (a Corporation), and acknowledged to me that he subscribed the name of said THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK 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 at my office in the said City and County of San Francisco, the day and year in this certificate first above written.

(SEAL) LULU A. GODSIL
Notary Public in and for the City and County of San Francisco, State of California.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 25th day of October, 1926, by and between THE CITY OF SAN DIEGO, A municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City and
U.S.CAST IRON PIPE AND FOUNDRY COMPANY, a corporation party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:
That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

2,000 feet	- 4-inch,	class "B",	cast iron pipe,	12-foot lengths
4,000 "	- 6 "	" "	" "	12 "
17,000 "	- 6 "	" "	" "	5 meter "
4,000 "	- 8 "	" "	" "	12-foot "
1,500 "	- 10 "	" "	" "	12 "
1,000 "	- 12 "	" "	" "	12 "

All to be bell and spigot cast iron water pipe and to conform to the specifications and standards of the American Water Works Association. Delivery shall be f.o.b. cars on spur track of City of San Diego at California and Grape Streets, San Diego, California, if shipped by rail; and f.o.b. cars (cars to be furnished by City) on dock San Diego, California, if shipped by water.
Said Contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

2,000'	- 4",	Class "B",	12' lengths,	B&S cast iron pipe,	per foot	- \$0.54
4,000'	- 6"	" "	12'	" "	" "	- .80
17,000'	- 6"	" "	5 meter	" "	" "	- .80
4,000'	- 8"	" "	12'	" "	" "	- 1.14
1,500'	- 10"	" "	12'	" "	" "	- 1.54
1,000'	- 12"	" "	12'	" "	" "	- 1.97

Said contractor agrees to begin delivery of said material within six weeks from and after the date of the execution of this contract, and to complete said delivery on or before the 10 day of November, 1926.
Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

2,000'	- 4",	Class "B",	12' lengths,	B&S cast iron pipe,	per foot	- \$0.54
4,000'	- 6"	" "	12'	" "	" "	- .80
17,000'	- 6"	" "	5 meter	" "	" "	- .80
4,000'	- 8"	" "	12'	" "	" "	- 1.14
1,500'	- 10"	" "	12'	" "	" "	- 1.54
1,000'	- 12"	" "	12'	" "	" "	- 1.97

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.
No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.
It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written. THE CITY OF SAN DIEGO

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

VIRGILIO BRUSCHI
JNO. A. HEILD
BY FRED A. HEILBRON.
L. C. MAIRE
DON M. STEWART
Members of the Common Council

UNITED STATES CAST IRON PIPE AND FOUNDRY CO.

(SEAL)

ATTEST: W. L. BECK Asst. Sec'y.

By N. F. S. RUSSELL President
Contractor

I HEREBY APPROVE

the form of the foregoing contract, this 27 day of September, 1926.

S. J. HIGGINS City Attorney.

BY FRANK M. DOWNER, JR., 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 U.S. Cast Iron Pipe and Foundry Co. Being Document No. 195999.

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

By *August M. Hadstrom* Deputy.

By Mrs. H.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 15 day of October, 1926, by and between the CITY OF SAN DIEGO, A municipal corporation, acting by and through the Harbor Commission of the City of San Diego, pursuant to Ordinance No. 10705, passed and adopted on the 14th day of September, 1926, and ANTONIO BREGANTE and ANTONIO BREGANTE, JR., Doing business under the firm name and style "The Sunset Sea Food Company" (formerly Sunset Fish Market) WITNESSETH:

WHEREAS, the City of San Diego is authorized by law to lease certain tide lands bordering and extending into the Bay of San Diego subject to the restrictions imposed by law and Lessees have made application to lease a portion of said lands, which said application has been approved by the Harbor Commission of the City of San Diego,

NOW THEREFORE, in consideration of the covenants to be kept and performed and the rental to be paid by Lessees as herein specified, the City of San Diego has demised and let and by these presents does demise and let unto Antonio Bregante and Antonio Bregante, Jr., the following described portion or parcel of tidelands, situate on and extending into the Bay of San Diego, to-wit:

The Northwest corner of Block 15, Municipal Tidelands, subdivision tract No. 1, being 25 feet on Broadway and 100 feet on Belt Street, in the City of San Diego, California.

TO HAVE AND TO HOLD unto the Lessees, subject to all the limitations and qualifications provided by law for a period of five (5) years from and after the 29th day of July, 1926, with the privilege of renewal for an additional five years as hereinafter specified.

The Lessees, in consideration of the leasing of said premises, and as rental therefor, agree to pay to The City of San Diego, the sum of Sixty Dollars (\$60.00) per month, in advance, on the first day of each month during the term hereof.

At the expiration of five (5) years the Lessees may, at their option, renew this lease for a like period at a rental of not to exceed Eighty Dollars (\$80.00) per month, payable as hereinabove provided.

At the expiration of the term of this lease, Lessees will remove all such buildings, appliances or structures as they may have constructed.

It is further understood and agreed by and between the parties hereto:

(1) The leased premises shall be used for the purpose of a fish market, serving sea food cock tails but no cooking will be done on the premises and no salads or drinks of any kind served thereon.

(2) A building will be erected on the leased premises at a cost of \$12,000.00 and equipment installed at a cost of \$13,000.00 and work will be begun on said building within thirty (30) days after execution of this lease. All buildings or structures shall comply with the ordinances of the City of San Diego and be approved by the Manager of Operation of said City.

(3) This lease cannot be assigned or the premises sublet without the consent of the City of San Diego.

(4) The City of San Diego hereby specifically reserves, over the lands mentioned in this lease, a continuous right of way for a municipal belt line of railway tracks, which said right of way shall be not less than one hundred feet in width, and shall be at such point or points on said lands as the Common Council of said City may hereafter determine, and shall be so located as to practically parallel the United States Bulkhead line, it being specifically agreed and understood by the parties hereto that nothing in this lease contained is intended, or shall in any manner be construed to in any way interfere with the right of said City to construct railway tracks over said right of way.

That nothing herein contained shall limit the power of The City of San Diego to build, maintain, own and operate any railroad or railroads across said 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 Lessees, when required so to do by the City, shall remove at their 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 Lessees 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.

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

(6) 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.

(7) 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 tidelands would be reclaimed by the said Lessees 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 Lessees.

(8) In the event the Lessees 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 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 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 herein before mentioned.

(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 the event that the U.S. Bulkhead Line shall at any time be re-established and moved channelward, then and in that event said Lessee shall have all the additional ground between the 1912 Bulkhead Line and any new Bulkhead Line, and shall pay rental therefor at such rate as may be determined upon by the Harbor Commission of the City of San Diego.

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 subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO

M. A. GRAHAM

By: J. W. SEETON JR.

W. P. CRONAN

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

Lessor.

A. BREGANTE

By A. BREGANTE, JR.
Lessees.

I HEREBY APPROVE

the form of the foregoing Lease, this 13 day of September, 1926.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER JR.
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 A. Bregante & A. Bregante, Jr.,. Being Document No. 196547.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.

By Mrs. W.

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That BLACK & PENN MACHINERY COMPANY, a Co-partnership, composed of Geo. V. Black and Walter G. Penn, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED Dollars (\$200.00), lawful money of the United States of America, to be paid to said The City of San Diego for the payment of which, well and truly to be made, the said Principal hereby binds itself, its 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 25th day of October, 1926.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver -

1 - 20 ton Fairbanks-Morse, Type S Auto truck scale, with type registering beam, platform 20' x 9', together with steel coping and bolts, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

F. F. EDELEN

BLACK & PENN MACHINERY CO

By GEO. V. BLACK
Principal

(SEAL)

MARYLAND CASUALTY COMPANY
Surety

ATTEST:

F. F. EDELEN
Its Attorney in Fact

By GEO. D. EASTON
Its Attorney in Fact

I HEREBY APPROVE
the form of the within Bond, this 26th day of October, 1926.

S. J. HIGGINS
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 1st day of November, 1926.

(SEAL)
ATTEST:

ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
FRED A. HEILBRON
Members of the Common Council.

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

On this 26th day of October 1926, before me, CLARENCE A. MOORE, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared GEO. D. EASTON and F. F. EDELEN known to me to be the persons whose names are subscribed to the within instrument as the attorneys in fact of MARYLAND CASUALTY COMPANY, The corporation that executed the within instrument, and acknowledged to me that they subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and their own names as attorneys in fact. I further certify that said instrument was executed by said GEO. D. EASTON and F. F. EDELEN as attorneys in fact of MARYLAND CASUALTY COMPANY in my presence, and that their signatures thereto are genuine.

WITNESS my hand and seal the day and year in this certificate first above written

(SEAL)

CLARENCE A. MOORE
Notary Public, in and for said County and State.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 1st day of November, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and BLACK & PENN MACHINERY COMPANY, a co-partnership composed of Geo. V. Black and Walter G. Penn, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - 20 ton Fairbanks-Morse, Type S, auto truck scale, with type registering beam, platform 20 x 9, together with steel coping and bolts; delivery f.o.b. foot of Ninth Street, San Diego, California.

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

For the sum of SEVEN HUNDRED AND EIGHTY DOLLARS (\$780.00).

Said contractor agrees to deliver said material within ten (10) days from and after the date of the execution of this contract, and to complete said delivery on or before the day of _____, 192

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

The sum of SEVEN HUNDRED AND EIGHTY DOLLARS (\$780.00).

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor has hereunto subscribed their names the day and year in this agreement first above written.

(SEAL)
ATTEST:

ALLEN H. WRIGHT City Clerk
By FRED W. SICK
Deputy.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED. A. HEILBRON.
DON M. STEWART
Members of the Common Council.

BLACK & PENN MACHINERY CO.

By GEO. V. BLACK
Contractor.

I HEREBY APPROVE
the form of the foregoing contract, this 25th day of October, 1926.

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 Black & Penn Machinery Co., Being Document No. 196186.

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

by *August M. Madstrom* deputy

I hereby certify that the necessary funds are in the city treasury for payment of within contract, in Item 1139 Administration Dept. Fund.

H. L. MOODY
City Auditor
By F. L. WENRICH
Deputy
Nov. 15/26.

KNOW ALL MEN BY THESE PRESENTS, That NEUNER CORPORATION, a corporation, as Principal and THE AETNA CASUALTY AND SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One hundred sixty Dollars (\$160.00); lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of November, 1926.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to The City of San Diego two thousand (2000) Municipal Improvement Bonds, with coupons attached; 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.

NEUNER CORPORATION

By M. C. NEUNER President
Principal.

THE AETNA CASUALTY AND SURETY COMPANY
Surety.

By D. W. COAKLEY Resident Vice-President

Attest: R. L. TRAVISS
Resident Assistant
Secretary.

I HEREBY

APPROVE THE form of the within Bond, this 15th day of November, 1926.

S. J. HIGGINS City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this _____ day of November, 1926

VIRGILIO BRUSCHI
JMO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

(SEAL)
ATTEST:
ALLEN H. WRIGHT City Clerk.
By FRED W. SICK
Deputy.

STATE OF CALIFORNIA,) ss
COUNTY OF LOS ANGELES)

On this 13th day of NOVEMBER, in the year nineteen hundred 26, before me, RUTH A. CORLETTE, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared D. W. COAKLEY, known to me to be the Resident Vice-President and R. L. TRAVISS, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

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

(SEAL)
RUTH A. CORLETTE
Notary Public in and for said Los Angeles County,
State of California.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this day of November, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City and NEUNER CORPORATION, a corporation, of Los Angeles, 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:

Two thousand (2000) Municipal Improvement Bonds, with coupons attached, of the form particularly specified in Ordinance No. 10748 of the ordinances of The City of San Diego, a true copy of which said Ordinance No. 10748 is attached hereto and made a part hereof; said bonds and coupons to be lithographed on Crane's Bond Paper No. 29.

The form of the bonds and coupons shall be approved by the City Attorney of said City, and the color, size and arrangement of the coupons shall be to the satisfaction of the City Auditor and City Treasurer of said City. Proofs of said bonds and coupons shall be submitted for approval.

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

For the sum of six hundred twenty-nine dollars (\$629.00).

Said contractor agrees to deliver said bonds on or before the 13th day of December, 1926.

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

The sum of six hundred twenty-nine dollars (\$629.00).

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor 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 in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

THE CITY OF SAN DIEGO.
VIRILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
FRED A. HEILBRON
Members of the Common Council.

NEUNER CORPORATION

by M. C. NEUNER President
Contractor.

(SEAL)
I HEREBY APPROVE
the form of the foregoing contract, this 12th day of November, 1926.

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 Neuner Corporation. Being Document, No. 197193.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.
By Mrs. W.

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 15th day of November A.D. 1926.

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.

(SEAL)
M. B. FOWLER Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO.
W. F. RABER Vice President

THE AETNA CASUALTY AND SURETY COMPANY

(SEAL) ATTEST:
B. J. Schaefer
Resident Assistant Secretary.

By *Frank A. SALMONS*
Resident Vice-President

I HEREBY APPROVE
the form of the within and foregoing Bond, this 15th day of November, A.D. 1926.

S. J. HIGGINS
City Attorney of the City of San Diego, California.
By *M. R. THORP* Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 39618, passed and adopted on the 8th day of November, 1926, require and fix the sum of \$300.00 as the penal sum of the 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.

THIS AGREEMENT, made and entered into this 22d day of November, 1926, 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 duly 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, between the southwesterly line of West Point Loma Boulevard and the northeasterly line of Newport Avenue, together with the maintenance of the posts, wires, conduits and lamps on said Abbott Street, between said points. Such furnishing of electric current, and such maintenance of appliances to be for the period of one year from and after August 14, 1926.

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. 193152, 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 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

(SEAL) ATTEST:
M. B. Fowler
Secretary.

By W. F. RABER

(SEAL) ATTEST:
ALLEN H. WRIGHT City Clerk.
By FRED W. SICK
Deputy.

THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
Members of the Common Council.

I HEREBY APPROVE
the form of the foregoing Contract, this 15 day of November, 1926.
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 City of San Diego and San Diego Consolidated Gas & Electric Company. Being Document, No. 197223.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.
By Mrs. H.

ASSIGNMENT OF LEASE
BY CITY OF SAN DIEGO TO SAN DIEGUITO WATER COMPANY

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF SAN DIEGO, a municipal corporation of San Diego County, California, by its Mayor and Common Council, for a good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does hereby assign, transfer and set over to SAN DIEGUITO WATER COMPANY, a private corporation organized and existing under and by virtue of the laws of the State of Nevada, all its right, title and interest in and to that certain agreement of lease dated March 7, 1925 by and between Griffith Henshaw and John Treanor, Lessors, and L. A. Hinshaw, Lessee; insofar as said lease agreement of March 7, 1925 affects of covers that tract of land referred to therein as the "Hodges Grave Acre" and particularly described as follows:

A tract of land of approximately one acre, together with improvements thereon, lying between the San Diego County Highway, according to Road Survey No. 333-C, said Survey being on file in the County Surveyor's office of San Diego County, California, and the three hundred thirty (330) foot contour of Lake Hodges, lying and situate in the County of San Diego and State of California.

IT IS UNDERSTOOD AND AGREED that by the execution of this assignment and the acceptance thereof, said City of San Diego abandons and releases any and all right of occupancy of said premises under and by virtue of assignment to said City by said L. A. Hinshaw, under instrument dated September 8, 1926 and said City hereby conveys and quitclaims to said San Dieguito Water Company any and all right, title or interest in and to said Hodges Grove Acre, it being further agreed that this assignment is made and accepted in full satisfaction of any and all claims of said San Dieguito Water Company growing out of the occupancy by said City of said property.

IT IS FURTHER AGREED AND UNDERSTOOD that by the execution of this assignment and the acceptance thereof, the City of San Diego does not transfer to said San Dieguito Water Company any fishing or boating privileges or any rights in personal property covered by agreement of March 7, 1925 between San Dieguito Water Company and L. A. Hinshaw, and it is further agreed that this assignment shall not in anywise affect the rights of the City of San Diego in and to the property described in said agreement of March 7, 1925 between Griffith Henshaw and John Treanor as Lessors, and L. A. Hinshaw as Lessee, as the "Bernardo Acre", and it is further agreed that by virtue of this assignment and the acceptance thereof, said San Dieguito Water Company, or its Lessees, shall have no right to any hunting, boating or camping privileges or right to issue permits therefor in connection with the said lease.

IN WITNESS WHEREOF, the City of San Diego, pursuant to resolution of its Common Council duly and regularly adopted, has caused this assignment to be executed in its corporate name by its Common Council, attested by its City Clerk and the seal of the City thereto affixed this 4th day of October, 1926.

(SEAL) ATTEST

ALLEN H. WRIGHT City Clerk

By FRED W. SICK

Deputy.

By

CITY OF SAN DIEGO

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of Common Council

I HEREBY APPROVE the form of the foregoing assignment this 6th day of November, 1926.

S. J. HIGGINS City Attorney

The foregoing assignment is hereby accepted:

SAN DIEGUITO WATER COMPANY

By GARNER A. BECKETT

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of Assignment of Lease by City of San Diego To San Dieguito Water Company. Being Document, No. 197313.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Skadstrom* Deputy.
By Mrs. W.

LEASE

THIS LEASE, by and between THE CITY OF SAN DIEGO, California, acting by and through its Harbor Commission and pursuant to the authority conferred by Ordinance No. 10753 of the ordinances of The City of San Diego, passed and adopted on the 30th day of October, A.D. 1926, and the STAR AND CRESCENT BOAT COMPANY, a corporation, WITNESSETH:

That the first party has demised and let, and does by these presents demise and let to second party:

The easterly portion of the second floor of the office and store building at the north-east corner of Broadway and Harbor Street, in the City of San Diego, California, as shown on the plat and blue print thereof on file in the office of the City Clerk. Said lease to be for a period of five years from and after the 1st day of December, A.D. 1926, at a monthly rental of one hundred and fifty dollars (\$150.00), payable in advance.

At the expiration of the five years, Lessee shall have the right and option to renew said lease for another period of five years at a rental to be determined when and if the option to renew is exercised.

Lessee covenants to keep said premises in repair; to promptly pay said rental; and render up the demised premises at the expiration of the term hereof in as good condition as when received, ordinary wear and tear excepted.

This lease is not assignable or transferable, either in whole or in part, without the consent of The City of San Diego expressed by ordinance, and the premises are to be used only as offices for the transaction of the business of Lessee.

Provided, further, that there is hereby reserved to the Common Council and the people of the City of San Diego the right and privilege, by ordinance duly adopted, to terminate, change or modify this lease on such terms, reservations and conditions as are provided by law.

Executed in duplicate original, this 23 day of November, 1926.

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk

By FRED W. SICK

Deputy

By

THE CITY OF SAN DIEGO.

M. A. GRAHAM

J. W. SEFTON JR.

W. F. CRONAN

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

STAR AND CRESCENT BOAT COMPANY.

By

O. J. HALL Pres.

I HEREBY APPROVE

the form of the foregoing Lease, this 29 day of November, 1926.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER JR.

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 Star and Crescent Boat Company.

Being Document, No. 197963.

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

By August M. Wadstrom Deputy.
By Mrs. W.

L E A S E

THIS LEASE, by and between THE CITY OF SAN DIEGO, California, acting by and through its Harbor Commission and pursuant to the authority conferred by Ordinance No. 10753 of the ordinances of The City of San Diego, passed and adopted on the 30th day of October, A.D. 1926, and CHARLES A. LANDERS, JOHN VITALACH, LAWRENCE OLIVER, co-partners doing business under the firm name and style of HARBOR SUPPLY COMPANY, WITNESSETH:

That first party has demised and let, and does by these presents demise and let to second party:

The stores numbered one (1), two (2), three (3), four (4), seven (7) and eight (8), in the office and store building at the northeast corner of Broadway and Harbor Street, in the City of San Diego, California, as shown on the plat and blue print thereof on file in the office of the City Clerk. Said lease to be for a period of five years from and after the 1st day of December, A.D. 1926, at a monthly rental of two hundred and fifty dollars (\$250.00), payable in advance.

At the expiration of the five years, Lessee shall have the right and option to renew said lease for another period of five years at a rental to be determined when and if the option to renew is exercised, and shall not exceed three hundred and fifty dollars per mo.

Lessee covenants to keep said premises in repair; to promptly pay said rental; and render up the demised premises at the expiration of the term hereof in as good condition as when received, ordinary wear and tear excepted.

This lease is not assignable or transferable, either in whole or in part, without the consent of The City of San Diego expressed by ordinance, and the premises are to be used only as and for store purposes.

Provided, further, that there is hereby reserved to the Common Council and the people of the City of San Diego the right and privilege, by ordinance duly adopted, to terminate, change or modify this lease on such terms, reservations and conditions as are provided by law.

Executed in duplicate original, this 23 day of November, 1926.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

THE CITY OF SAN DIEGO
By M. A. GRAHAM
J. W. SEFTON JR.
W. F. CRONAN
Members of the Harbor Commission
of The City of San Diego.

HARBOR SUPPLY COMPANY

By CHARLES A. LANDERS
LAWRENCE OLIVER
JOHN N. VITALACH
Co-partners doing business as
Harbor Supply Co.

I HEREBY APPROVE
the form of the foregoing Lease, this 29 day of November, 1926.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER JR.
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 Co-partners of the Harbor Supply Co. Being Document, No. 197964.

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

By August M. Wadstrom Deputy.
By Mrs. W.

L E A S E

THIS LEASE, by and between The City of San Diego, California, acting by and through its Harbor Commission and pursuant to the authority conferred by Ordinance No. 10753 of the ordinances of The City of San Diego, passed and adopted on the 30th day of October, A.D. 1926, and Lawrence Oliver doing business under the name and style of HARBOR BARBER SHOP, WITNESSETH:

That first party has demised and let, and does by these presents demise and let to second party:

The store numbered nine (9), in the office and store building at the northeast corner of Broadway and Harbor Street, in the City of San Diego, California, as shown on the plat and blue print thereof on file in the office of the City Clerk. Said lease to be for a period of five years from and after the 1st day of December, A.D. 1926, at a monthly rental of Thirty-five dollars (\$35.00) per month if two chairs are operated, and not to exceed Forty-five Dollars (\$45.00) per month if three chairs are operated, said rental payable monthly in advance.

At the expiration of the five years, Lessee shall have the right and option to renew said lease for another period of five years at a rental to be determined when and if the option to renew is exercised.

Lessee covenants to keep said premises in repair; to promptly pay said rental; and render up the demised premises at the expiration of the term hereof in as good condition as when received, ordinary wear and tear excepted.

This lease is not assignable or transferable, either in whole or in part, without the consent of The City of San Diego expressed by ordinance, and the premises are to be used only as a barber shop by the Lessee.

Provided, further, that there is hereby reserved to the Common Council and the people of the City of San Diego and right and privilege, by ordinance duly adopted, to terminate, change or modify this lease on such terms, reservations and conditions as are provided by law.

Executed in duplicate original, this 23 day of November, 1926.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
by FRED W. SICK
Deputy.

By

THE CITY OF SAN DIEGO.
M. A. GRAHAM
J. W. SEPTON
W. P. CRONAN
Members of the Harbor Commission of
The city of San Diego.
LAWRENCE OLIVER
Doing business as
HARBOR BARBER SHOP

I HEREBY APPROVE
the form of the foregoing Lease, this 29 day of November, 1926.
S. J. HIGGINS,
City Attorney
By FRANK M. DOWNER JR.
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 Lawrence Oliver. Being Document, No. 197965.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.
By Mrs. H.

L E A S E

THIS LEASE, by and between THE CITY OF SAN DIEGO, California, acting by and through
its Harbor Commission and pursuant to the authority conferred by Ordinance No. 10753 of the
ordinances of The City of San Diego, passed and adopted on the 30th day of October, A.D. 1926,
and the HARBOR CAFE COMPANY, a corporation, WITNESSETH:

That first party has demised and let, and does by these presents demise and let to
second party:

The stores numbered five (5) and six (6), in the office and store building at the
northeast corner of Broadway and Harbor Street, in the City of San Diego, California, as
shown on the plat and blue print thereof on file in the office of the City Clerk. Said Lease
to be for a period of five years from and after the 1st day of December, A.D. 1926, at a
monthly rental of one hundred and fifty dollars (\$150.00), payable in advance.

At the expiration of the five years, Lessee shall have the right and option to renew
said lease for another period of five years at a rental to be determined when and if the
option to renew is exercised.

Lessee covenants to keep said premises in repair; to promptly pay said rental; and
render up the demised premises at the expiration of the term hereof in as good condition as
when received, ordinary wear and tear excepted.

This lease is not assignable or transferable, either in whole or in part, without the
consent of The City of San Diego expressed by ordinance, and the premises are to be used
only as a restaurant and cafe by the Lessee.

Provided, further, that there is hereby reserved to the Common Council and the people
of the City of San Diego the right and privilege, by ordinance duly adopted, to terminate,
change or modify this lease on such terms, reservations and conditions as are provided by
law.

Executed in duplicate original, this 23 day of November, 1926.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

BY

THE CITY OF SAN DIEGO
M. A. GRAHAM
J. W. SEPTON JR.
W. P. CRONAN
Members of the Harbor Commission
of The City of San Diego.

(SEAL)

ATTEST:
J. A. QUINN
Secretary.

HARBOR CAFE COMPANY
By C. S. KENNEDY President

I HEREBY APPROVE
the form of the foregoing Lease, this 17 day of November, 1926.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR
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 Harbor Cafe Company. Being Document, No. 197966.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.
By Mrs. H.

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 Califor-
nia, as Principal, and THE AETHA CASUALTY AND SURETY COMPANY a corporation organized and ex-
isting under and by virtue of the laws of the State of Connecticut, as Surety, are jointly
and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San
Diego, State of California, in the sum of Two Thousand Dollars (\$2000.00), lawful money of
the United States of America, to be paid to said The City of San Diego, for which payment,
well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and
severally, firmly by these presents.

Signed by us and dated this 23rd day of November, 1926.

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 MISSION BOULEVARD, between the southerly line of Ventura Place and the southerly line of Pacific Avenue, in Mission Beach, 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; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

(SEAL)

ATTEST:

W. B. FOWLER Secretary.

By W. F. RABER Vice President

THE AETNA CASUALTY AND SURETY COMPANY

(SEAL) ATTEST:

B. J. SCHAEFER

Resident Assistant Secretary.

By LEROY A. WRIGHT

Resident Vice-President.

I HEREBY APPROVE

the form of the foregoing Undertaking this 26 day of October, 1926.

S. J. HIGGINS, City Attorney

By R. THORP

I hereby certify that the Common Council of The City of San Diego did by Resolution No. 39379 passed and adopted on the 18th day of October, 1926, require and fix the sum of \$2000.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

City Clerk of The City of San Diego.

(SEAL)

By FRED W. SICK

Deputy.

THIS AGREEMENT, made and entered into this 29th day of November, 1926, by and between the SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and exist- 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 seventy (70) 600-candle power lamps on bracket arms attached to the poles between the street railway tracks on MISSION BOULEVARD, between the southerly line of Ventura Place and the southerly line of Pacific Avenue, in Mission Beach, in the City of San Diego, California; together with the maintenance of said bracket arms, wires, conduits and lamps on said Mission Boulevard, between the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period of two years from and after the 15th day of May, 1926, to-wit: to and including the 14th day of May, 1928.

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. 192157, 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 Fifteen Hundred and Twelve Dollars (\$1512.00), 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 Six Thousand and Forty-eight Dollars (\$6048.00), 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 "Mission Beach Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of Six Thousand and Forty-eight Dollars (\$6048.00) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 Six Thousand and Forty-eight Dollars (\$6048.00).

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 Fifteen Hundred and Twelve Dollars (\$1512.00) 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.

(SEAL) ATTEST:

M. B. FOWLER Secretary.

By W. F. RABER Vice President

THE CITY OF SAN DIEGO

VICARIO

J. C. ALLEN

I. C. ALLEN

THE CITY OF SAN DIEGO

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

BY
VIRGILIO BRUSCHI
JNO. A. HELD
L.C. MAIRE
FRED. A. HEILBRON
DON H. STEWART
Members of the Common Council.

I HEREBY APPROVE
the form of the foregoing Contract, this 26 day of October, 1926.
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 City of San Diego and San Diego Consolidated Gas & Electric Company.
Being Document, No. 197999.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Hadstrom Deputy.
By Mrs. H.

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, organ-
ized and existing under and by virtue of the laws of the State of Connecticut as surety, are
jointly and severally bound unto the City of San Diego, a municipal Corporation in the County
of San Diego, State of California, in the sum of SEVEN HUNDRED (700) 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 29th day of November A.D. 1926 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 ADAMS AVENUE, between the east-
erly curb line of Boundary Street and the westerly curb line of 36th Street, in the said City
of San Diego required to be done, and furnish all the materials therefor, required to be fur-
nished by the terms and conditions of that certain contract therefor, which is hereto attach-
ed 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 CO.

(SEAL) W. F. RABER Vice President
M. B. FOWLER Secretary

THE AETNA CASUALTY AND SURETY COMPANY

(SEAL) ATTEST:
B. J. SCHAEFER
Resident Assistant Secretary.
By FRANK A. SALMONS
Resident Vice-President

I HEREBY APPROVE
the form of the within and foregoing Bond, this 29th day of Nov. A.D. 1926.
S. J. HIGGINS
City Attorney of the City of San Diego, California.
By M. R. THORP Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution
No. 39732, passed and adopted on the 22d day of November, 1926, require and fix the sum of
\$700.00 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.

THIS AGREEMENT, made and entered into this 29th day of November, 1926, by and be-
tween the SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and exist-
ing 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 pro-
ceedings 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
on ADAMS AVENUE, between the easterly curb line of Boundary Street and the westerly curb line
of 36th Street, in the City of San Diego, California; together with the maintenance of the
posts, wires, conduits and lamps on the said Adams Avenue, within said limits. Such furnish-
ing of electric current and such maintenance of appliances shall be for the period of one
year from and after the 28th day of August, 1926, to-wit, to and including the 27th day of
August, 1927.

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. 194093, 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 three and 42/100 dollars (\$503.42), 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 two thousand and thirteen and 70/100 dollars (\$2013.70), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Adams Avenue Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of two thousand and thirteen and 70/100 dollars (\$2013.70) shall be paid out of any other fund than said special fund designated as "Adams Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 and thirteen and 70/100 dollars (\$2013.70).

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 three and 42/100 dollars (\$503.42), 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 W. F. RABER Vice President

THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

By

Members of the Common Council.

I HEREBY APPROVE

the form of the foregoing Contract, this 29 day of November, 1926.

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 City of San Diego and the SAN Diego Consolidated Gas & Electric Co. Being Document, No. 198048.

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

By *August M. Wadstrom* Deputy.
By Mrs. W.

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 FIVE HUNDRED (500) 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 29th day of November A.D. 1926

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 UNIVERSITY AVENUE, between the southerly production of the easterly curb line of Idaho Street and the southerly production of the easterly line of the Alley in Block 209 University Heights; and on 30TH STREET, between the northerly curb line of Wightman Street and the southerly curb line of Lincoln 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 CONSOLIDATED GAS & ELECTRIC CO

(SEAL)

W. F. RABER Vice President

W. B. FOWLER Secretary.

THE AETNA CASUALTY AND SURETY COMPANY

(SEAL) ATTEST:
B. J. SCHAEFER
Resident Assistant Secretary.

By FRANKA. SALMONS
Resident Vice-President

I HEREBY APPROVE

the form of the within and foregoing Bond, this 29th day of Nov. A.D. 1926.

S. J. HIGGINS

City Attorney of the City of San Diego, California.

By M. R. THORP

Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 39733, passed and adopted on the 22d day of November, 1926, require and fix the sum of \$500.00 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.

THIS AGREEMENT, made and entered into this 29th day of November, 1926, 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 on UNIVERSITY AVENUE, between the southerly production of the easterly curb line of Idaho Street and the southerly production of the easterly line of the Alley in Block 209 University Heights; and on 30TH STREET, between the northerly curb line of Wightman Street and the southerly curb line of Lincoln Avenue, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said streets within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after the 7th day of August, 1926, to-wit, to and including the 6th day of August, 1927.

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. 194094, 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 and ninety-three and 02/100 dollars (\$393.02), 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 fifteen hundred and seventy-two and 10/100 dollars (\$1572.10), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of fifteen hundred and seventy-two and 10/100 dollars (\$1572.10) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 fifteen hundred and seventy-two and 10/100 dollars (\$1572.10).

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 and ninety-three and 02/100 dollars (\$393.02), 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 W. F. RABER Vice President

THE CITY OF SAN DIEGO.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

By

City Clerk.

By FRED W. SICK

Deputy.

I HEREBY APPROVE

the form of the foregoing Contract, this _____ day of November, 1926.

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 City of San Diego and the San Diego Consolidated Gas & Electric Co. Being Document, No. 198049.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Shadstrom* Deputy.

By Mrs. Sh.

KNOW ALL MEN BY THESE PRESENTS, That U.S.CAST IRON PIPE & FOUNDRY COMPANY, a corporation, as Principal and THE METROPOLITAN CASUALTY INSURANCE COMPANY 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 Seven hundred fifty-five Dollars (\$755.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16 day of November, 1926.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to The City of San Diego 1668 feet of 12" B & S Class 150 deLavaud Pipe, in 12 foot lengths; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

U.S. CAST IRON PIPE & FDY. CO.

R. W. MURFENDALE
P.C.M. Principal.

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK
Surety.

(SEAL) By HARRY LEONARD
Attorney in fact

I HEREBY APPROVE
the form of the within Bond, this 10th day of December, 1926.

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 December, 1926.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L.C. MAIRE
FRED A. HEILBROD
DON M. STEWART
Members of the Common Council.

STATE OF CALIFORNIA,
CITY and COUNTY OF (ss
SAN FRANCISCO,)

On this 16 day of NOVEMBER in the year One Thousand Nine Hundred and Twenty-six, before me, LULU A. GODSIL, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared HARRY LEONARD known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of The Metropolitan Casualty Insurance Company of New York, (a Corporation), and acknowledged to me that he subscribed the name of said The Metropolitan Casualty Insurance Company of New York 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 at my office in the said City and County of San Francisco, the day and year in this certificate first above written.

(SEAL) LULU A. GODSIL
Notary Public in and for the City and County of
San Francisco, State of California.
My Commission Expires September 13, 1927.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 16th day of November, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and U.S.CAST IRON PIPE & FOUNDRY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1668 feet of 12" B & S Class 150 de Lavaud Pipe, in 12 foot lengths; said pipe to be delivered f.o.b. cars on dock at San Diego.

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

1668 feet of 12" B & S, Class 150 de Lavaud Pipe, in 12 foot lengths, at and for the price of \$1,8025 per foot.

Said contractor agrees to begin delivery of said material within thirty days from and after the date of the execution of this contract, and to complete said delivery on or before the 16th day of December, 1926.

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

The sum of \$1.8025 per foot, for said pipe.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

BY
THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

(SEAL) ATTEST:
CHAS. R. ROUGH
Secretary.

UNITED STATES CAST IRON PIPE AND
FOUNDARY CO.
By N. F. S. RUSSELL
Contractor.

I HEREBY APPROVE
the form of the foregoing contract, this 6th day of November, 1926.

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 U.S.Cast Iron Pipe and Foundary Co. Being Document, No. 198669.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By M.H.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That F. A. EINER, 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, and to all persons, companies of 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 Dollars (\$1000.00), 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, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly be these presents.

SIGNED AND SEALED THIS 27th day of December, 1926

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named F. A. Einer 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 of, and the construction of a settling basin at the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California; all in accordance with the specifications therefor contained in Document No. 198335, on file in the office of the City Clerk of said City. In accordance with the plans and 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 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:

F. A. EINER
Principal.

THE AETNA CASUALTY AND SURETY COMPANY

(SEAL) ATTEST:
F. S. BOWERS
Resident Assistant Secretary.

By FRANK A. SALMONS
Resident Vice-President

I HEREBY APPROVE THE
form of the within Bond, this 3rd day of January, 1927.

S. J. HIGGINS
City Attorney.

APPROVED by a majority of the members of the Common Council of the City of San Diego, California, this 3rd day of January, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT

City Clerk
By FRED W. SICK
Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON.
DON M. STEWART
Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, That F. A. EINER, 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 Five hundred Dollars (\$500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of December, 1926.

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 necessary tools, labor, transportation, material, equipment and supplies and other expenses of every kind and description necessary or incidental to the construction of, and the construction of a settling basin at the Riverview Pumping Project, located about one and one-quarter mile west of Lakeside, in the County of San Diego, State of California; all in accordance with the specifications therefor contained in Document No. 198335, on file in the office of the City Clerk of said City, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

F. A. EINER
Principal.

THE AETNA CASUALTY AND SURETY COMPANY
Surety.

(SEAL) ATTEST:

F. S. BOWERS

Resident Assistant Secretary.

By FRANKA. Salmons

Resident Vice-President

I HEREBY APPROVE

the form of the within Bond, this 3rd day of January, 1927

S. J. HIGGINS City Attorney.

APPROVED by a majority of the members of the Common Council of the City of San Diego, California, this 3rd day of January, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT

City Clerk,
By FRED W. SICK
Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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, State of California, this 3rd day of January, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and F. A. EINER, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The construction of a settling basin at the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California; all in accordance with the specifications therefor contained in Document No. 198335, on file in the office of the City Clerk of the said City.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

60 cu.yds. excavation (with trenches for drain), \$1.00 per cu.yd.	\$ 60.00
55 cu.yds. concrete (wall footings), \$24.50 per cu.yd.	1347.50
1125 sq.ft. concrete floor, \$.30 per sq.ft.	337.50
2 - 12" Kellar Thompson (or equal) gates, (complete with rods), \$30.00 each,	60.00
1 Walk and Operating Platform, lump sum,	120.00
25 lineal feet 18" concrete pipe drain, \$1.00 per lin. ft.	25.00
	\$ 1950.00

Said contractor agrees to commence said work within seven 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 twenty-five days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

60 cu.yds. excavation (with trenches for drain \$1.00 per cu.yd.	\$ 60.00
55 cu.yds.concrete (wall footings), \$24.50 per cu.yd.	1347.50
1125 sq.ft.concrete floor, \$.30 per sq.ft.	337.50
2 - 12" Kallar Thompson (or equal) Gates (complete with rods), \$30.00 each,	60.00
1 Walk and Operating Platform, lump sum.	120.00
25 lineal feet 18" concrete pipe drain, \$1.00 per lin. ft.	25.00
	<u>\$ 1950.00</u>

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, 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 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 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 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 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 said 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 material men for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 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 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 hereunto subscribed his name the day and year in this agreement first above written.

(SEAL) ATTEST
ALLEN H. WRIGHT

By FRED W. SICK

City Clerk

Deputy.

BY

THE CITY OF SAN DIEGO

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MARIE

FRED A. HEILBRON

DON N. STEWART

Members of the Common Council

F. A. EINER

Contractor.

I HEREBY APPROVE

the form of the foregoing Contract this 27th day of December, 1926.

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 F. A. Einer. Being Document No. 199415.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

BY *August M. Haddad* 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 EIGHTY (80) 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 6th day of January A.D. 1927

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 SPRUCE STREET, Between the easterly curb line of Fifth Street and the westerly curb line of Sixth Street; on FIFTH STREET, Between the southerly line of Spruce Street and a point 10 feet southerly from the southerly line of Spruce Street; and on SIXTH STREET, Between the southerly line of Spruce Street and a point 10 feet southerly from the southerly line of Spruce 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 AND ELECTRIC CO.

(SEAL)

M. B. FOWLER

Secretary.

W. F. RABER

Vice President and General Manager.

THE AETNA CASUALTY AND SURETY COMPANY

(SEAL) ATTEST:

P. J. SCHAEFER

Resident Assistant Secretary.

By FRANK A. SALMONS

Resident Vice-President

I HEREBY APPROVE

the form of the within and foregoing Bond, this 10th day of Jan. A.D. 1927.

S. J. HIGGINS

City Attorney of the City of San Diego, California.

By M. R. THORP

Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did, by Resolution No. 39787, passed and adopted on the 29th day of November, 1926, require and fix the sum of \$80.00 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.

THIS AGREEMENT, made and entered into this 6th day of December, 1926, 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 on the southerly curb line of SPRUCE STREET, between the easterly curb line of Fifth Street and the westerly curb line of Sixth Street; on the westerly curb line of FIFTH STREET, between the southerly line of Spruce Street and a point 10 feet southerly from the southerly line of Spruce Street; and on the westerly curb line of SIXTH STREET, between the southerly line of Spruce Street and a point 10 feet southerly from the southerly line of Spruce Street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on the said Spruce Street, Fifth Street and Sixth Street, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period beginning on the 3rd day of August, 1926, and ending on the 23rd day of December, 1927.

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. 194092, 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 sixty-one and 33/100 dollars (\$61.33), as follows: Sixteen monthly warrants duly and properly drawn upon the Street Light Fund of said City, each of said monthly warrants to be drawn for the sum of three and 68/100 dollars (\$3.68), and one warrant for the sum of two and 45/100 dollars (\$2.45), to cover the additional twenty 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 two hundred and forty-five and 33/100 dollars (245.33), as follows: Sixteen monthly warrants duly and properly drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as the "Spruce Street Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of fourteen and 72/100 dollars (\$14.72), and one warrant for the sum of nine and 81/100 dollars (\$9.81) to cover the additional twenty days of said term.

And it is further mutually agreed that no party or portion of said sum of two hundred and forty-five and 33/100 dollars (\$245.33) shall be paid out of any other fund than said special fund designated as "Spruce 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 two hundred and forty-five and 33/100 dollars (\$245.33).

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 sixty-one and 33/100 dollars (\$61.33)), 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. F. FOWLER

Secretary.

By W. F. RABER.

Vice President and General Manager.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

By

THE CITY OF SAN DIEGO.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

I HEREBY APPROVE

the form of the foregoing contract, this 10th day of December, 1926.

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 of Contract between The City of San Diego and the San Diego Consolidated Gas & Electric Co. Being Document, No. 199833.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Shadstrom* Deputy.

KNOW ALL MEN BY THESE PRESENTS, That C. E. GREEN, 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 Five hundred fifty Dollars (\$550.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of January, 1927.

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 expenses of every kind and description necessary or incidental to the excavating and grading for, and the construction of a Caretaker's residence, at the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of 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.

C. E. GREEN,

Principal

THE AETNA CASUALTY AND SURETY COMPANY

Surety.

(SEAL) ATTEST:

B. J. SCHAEFER

Resident Assistant
Secretary.

By FRANK A. SALMONS

Resident Vice-President.

I HEREBY APPROVE

the form of the within Bond, this 14 day of January, 1927.

S. J. HIGGINS,

City Attorney

By FRANK M. DOWNER JR.

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 January, 1927.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That C. E. GREEN, 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, 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 eleven hundred Dollars (\$1100.00), 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, 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 15th day of January, 1927.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named C. E. Green 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 excavating and grading for, and the construction of a Caretaker's residence, at the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California; In accordance with the plans and 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 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:

C. E. GREEN

Principal.

THE AETNA CASUALTY AND SURETY COMPANY

Surety.

(SEAL) ATTEST:

B. J. SCHAEFER

Resident Assistant Secretary.

By FRANK A. SALMONS

RESIDENT VICE-PRESIDENT

I HEREBY APPROVE

the form of the within Bond, this 14 day of January, 1927.

S. J. HIGGINS City Attorney.

By FRANK M. DOWNER JR.

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 January, 1927.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 17th day of January, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and C. E. GREEN, 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 excavating and grading for, and the construction of a Caretaker's residence, at the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California; all in accordance with the plans and specifications therefor contained in Document No. 198988, filed in the office of the City Clerk of said City on December 22nd, 1926.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

For the sum of twenty-one hundred dollars (\$2100.00).

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 days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of twenty-one hundred dollars (\$2100.00); said payments to be made as follows:

Upon completion of the said work, and the acceptance of the same by the Common Council, eighty-five per cent. (85%) of the said contract price shall be paid said contractor, and fifteen percent. (15%) 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, 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 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 _____ 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 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 said 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 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 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 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 hereunto subscribed his name, the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT

City Clerk,
By FRED W. SICK
Deputy

BY THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
JNO A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

C.E. GREEN
Contractor.

I HEREBY APPROVE

the form of the foregoing Contract this 14th day of January, 1927.

S. J. HIGGINS,
City Attorney.
By FRANK M. DOWNER JR.
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 C. E. Green. Being Document, No. 199958.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.

KNOW ALL MEN BY THESE PRESENTS, That C. E. GREEN, 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 Thirty-three hundred twenty Dollars (\$3320.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of January, 1927

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 of incidental to the trenching for and laying of:

Approximately 2955 feet of ten-inch concrete pipe;
 Approximately 1860 feet of fourteen-inch concrete pipe;
 Approximately 460 feet of sixteen-inch concrete pipe;
 Approximately 1565 feet of eighteen-inch concrete pipe;
 Approximately 330 feet of twenty-four inch concrete pipe; and for the trenching for
 Approximately 880 feet of ten-inch steel pipe; and
 Approximately 1160 feet of eighteen-inch steel pipe; and for the laying of
 Approximately 955 feet of ten-inch steel pipe, and
 Approximately 1285 feet of eighteen-inch steel pipe;

Also, to furnish all labor and material (excepting concrete pipe), for appurtenant grout and structures;

All of said work to be done in connection with the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of 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.

C. E. GREEN
 Principal.

THE AETNA CASUALTY AND SURETY COMPANY
 Surety.

(SEAL) ATTEST:
 B. J. SCHAEFER
 Resident Assistant Secretary.

By FRANK A. SALMONS
 Resident Vice-President

I HEREBY APPROVE

the form of the within Bond, this 15 day of January, 1927.

S. J. HIGGINS,
 City Attorney
 By FRANK M. DOWNER Jr.
 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 January, 1927.

(SEAL) ATTEST:
 ALLEN H. WRIGHT
 City Clerk.
 By FRED W. SICK
 Deputy.

VIRGILIO BRUSCHI
 JNO. A. HELD
 L. C. MAIRE
 FRED. A. HEILBRON
 DON M. STEWART
 Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That C. E. GREEN, 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, 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 Sixty-six hundred forty Dollars (\$6640.00), 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, 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 15th day of January, 1927.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named C. E. Green 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 trenching for and laying of:

Approximately 2955 feet of ten-inch concrete pipe;
 Approximately 1860 feet of fourteen-inch concrete pipe;
 Approximately 460 feet of sixteen-inch concrete pipe;
 Approximately 1565 feet of eighteen-inch concrete pipe;
 Approximately 330 feet of twenty-four inch concrete pipe; and for the trenching for
 Approximately 880 feet of ten-inch steel pipe; and
 Approximately 1160 feet of eighteen-inch steel pipe; and for the laying of
 Approximately 955 feet of ten-inch steel pipe, and
 Approximately 1285 feet of eighteen-inch steel pipe;

Also, to furnish all labor and material (excepting concrete pipe), for appurtenant grout and structures;

All of said work to be done in connection with the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California; In accordance with the plans and 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 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 of 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:

C. E. GREEN
Principal.

THE AETNA CASUALTY AND SURETY COMPANY
Surety.

(SEAL) ATTEST: BY FRANK A. SALMONS
B. J. SCHAEFER Resident Vice-President
Resident Assistant Secretary.

I HEREBY APPROVE within
the form of the Bond, this 15 day of January, 1927.

S. J. HIGGINS,
CITY ATTORNEY.
BY FRANK M. DOWNER JR.
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 January, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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, State of California,
this 17th day of January, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation
in the County of San Diego, State of California, the party of the first part, and herein-
after sometimes designated as the City, and C. E. GREEN, of Los Angeles, 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 trenching for and laying of:

Approximately 2955 feet of ten-inch concrete pipe;
Approximately 1860 feet of fourteen-inch concrete pipe;
Approximately 460 feet of sixteen-inch concrete pipe;
Approximately 1565 feet of eighteen-inch concrete pipe;
Approximately 330 feet of twenty-four inch concrete pipe; and for the trenching for
Approximately 880 feet of ten-inch steel pipe; and
Approximately 1160 feet of eighteen-inch steel pipe; and for the laying of
Approximately 955 feet of ten-inch steel pipe, and
Approximately 1285 feet of eighteen-inch steel pipe;

Also, the furnishing of all labor and material (excepting concrete pipe), for appurt-
enant grout and structures.

All of said work to be done in connection with the Riverview Pumping Project, located
about one and one-quarter miles west of Lakeside, in the County of San Diego, State of Calif-
ornia. All of said work to be done in accordance with the plans and specifications therefor
contained in Document No. 198992, filed in the office of the City Clerk of said City on
December 22nd, 1926.

Said contractor hereby agrees to do and perform all of said work, at and for the
following prices, to-wit:

TRENCH		
2955 lineal feet 10" concrete pipe, . . . . .	\$	.67 per ft.
1860 lineal feet 14" concrete pipe, . . . . .		.83 per ft.
460 lineal feet 16" concrete pipe, . . . . .		.83 per ft.
1565 lineal feet 18" concrete pipe, . . . . .		.97 per ft.
330 lineal feet 24" concrete pipe,		1.20 per ft.
880 lineal feet 10" steel pipe, . . . . .		.67 per ft.
1160 lineal feet 18" steel pipe, . . . . .		.97 per ft.
LAYING		
2955 lineal feet 10" concrete pipe & cement & sand, . . . . .	\$	.29 per ft.
1860 lineal feet 14" concrete pipe, . . . . .		.25 per ft.
460 lineal feet 16" concrete pipe, . . . . .		.27 per ft.
1565 lineal feet 18" concrete pipe, . . . . .		.33 per ft.
330 lineal feet 24" concrete pipe, . . . . .		.48 per ft.
955 lineal feet 10" steel pipe,		4.60 per joint
1285 lineal feet 18" steel pipe,		9.00 per joint.

QUANTITIES		
8 Anchor Blocks,	\$	15.00 each
2 Stand pipes,		22.50 each
10 Turbine Connections,		30.00 each
5 Concrete and Steel Pipe Connection,		15.00 each
5 Blowoffs,		37.50 each
2 - 2-compartment highway crossing structure,		26.25 per cu.yd.
1 - 1-compartment highway crossing structure,		26.25 per cu.yd.
1 - 10" RR Crossing,		2.65 per ft.(including Trench)
2 - 18" RR Crossing,		3.45 per ft.(including Trench)
1 Standard 4' Manhole and 2' cover for valve chamber,		80.00 per ft.

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
days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each,
every and all of the covenants and agreements on the part of said contractor undertaken by him
to be performed, and the acceptance of said work by said City, will pay said contractor, in
warrants drawn upon the proper fund of said City, the following sums, to-wit:

TRENCH

2955 lineal feet	10" concrete pipe,	\$.67 per ft.
1860 lineal feet	14" concrete pipe, . . . . .	.83 per ft.
460 lineal feet	16" concrete pipe, . . . . .	.83 per ft.
1565 lineal feet	18" concrete pipe, . . . . .	.97 per ft.
330 lineal feet	24" concrete pipe,	1.20 per ft.
880 lineal feet	10" steel pipe, . . . . .	.67 per ft.
1160 lineal feet	18" steel pipe, . . . . .	.97 per ft.

LAYING

2955 lineal feet	10" concrete pipe & cement & Sand,	\$.29 per ft.
1860 lineal feet	14" concrete pipe, . . . . .	.25 per ft.
460 lineal feet	16" concrete pipe, . . . . .	.27 per ft.
1565 lineal feet	18" concrete pipe, . . . . .	.33 per ft.
330 lineal feet	24" concrete pipe, . . . . .	.48 per ft.
955 lineal feet	10" steel pipe,	4.60 per joint.
1285 lineal feet	18" steel pipe,	9.00 per joint.

QUANTITIES

8 Anchor Blocks,	\$ 15.00 each
22 Stand Pipes,	22.50 each
10 Turbine Connections,	30.00 each
5 Concrete and Steel Pipe Connection,	15.00 each
5 Blowoffs,	37.50 each
2 - 2-compartment highway crossing structure,	26.25 per cu.yd.
1 - 1-compartment highway crossing structure,	26.25 per cu.yd.
1 - 10" RR Crossing,	2.65 per ft. (including Trench)
2 - 18" RR Crossings,	3.45 per ft. (including Trench)
1 Standard 4' Manhole and 2' cover for valve chamber	80.00 per ft.

said payments to be made as follows:

Upon completion of the said work, and the acceptance of the same by the Common Council, eighty-five per cent. (85%) of the said contract price shall be paid said contractor, and fifteen per cent. (15%) 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, 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 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 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 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 said 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 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 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 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 hereunto subscribed his name, the

day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy

By

THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
JNO. A. HELD.
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council
C. E. GREEN
Contractor.

I HEREBY APPROVE
the form of the foregoing Contract this 14th day of January, 1927.

S. J. HIGGINS,
City Attorney.
By FRANK M. DOWNER JR
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 C. E. Green. Being Document, No. 199957.

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

By August M. Hadstrom Deputy.
By mrs.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That J. A. HUNT, of San Diego, California, 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, 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 Eight Hundred seventy-five Dollars (\$875.00), 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, 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 17th day of January, 1927

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named J. A. Hunt 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 excavating and grading for, and the construction of a warehouse and booster pump house, at the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California; In accordance with the plans and 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 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:

J. A. HUNT
Principal.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety

(SEAL) ATTEST:
MAE WILLIAMS

DONALD B. GOLDSMITH
Attorney.

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

On this 17th day of January in the year One Thousand Nine Hundred and 27 before me, Helen C. Wallace a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

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

(SEAL)
My Commission expires Mch. 12, 1930.

I HEREBY APPROVE
the form of the within Bond, this 17 day of January, 1927.

S. J. HIGGINS,
City Attorney.
By FRANK M. DOWNER JR.
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 January, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, That J. A. HUNT, of San Diego, California, as Principal and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four hundred forty Dollars (\$440.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of January, 1927.

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 excavating and grading for, and the construction of a warehouse and booster pump house, at the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

J. A. HUNT
Principal.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety.
By DONALD B. GOLDSMITH
Attorney.

(SEAL) ATTEST:
MAE WILLIAMS

I HEREBY APPROVE
the form of the within Bond, this 17 day of January, 1927.
S. J. HIGGINS
City Attorney.
By FRANK M. DOWNER
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 January, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk.
By FRED W. SICK
Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

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

On this 17th day of January in the year One Thousand Nine Hundred and 27 before me, Helen C. Wallace a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

HELEN C. WALLACE
Notary Public in and for the County of San Diego,
State of California,
(SEAL)
My Commission expires Mch. 12, 1930

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 17th day of January, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and J. A. HUNT, 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 excavating and grading for, and the construction of a warehouse and booster pump house, at the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California; all in accordance with the plans and specifications therefor contained in Document No. 198991, filed in the office of the City Clerk of said City on December 22nd, 1926.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

For the sum of Seventeen hundred twenty-five and 89/100 dollars (\$1725.89).

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 days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For the sum of Seventeen hundred twenty-five and 89/100 dollars (\$1725.89); said payments to be made as follows:

Upon completion of the said work, and the acceptance of the same by the Common Council, eighty-five per cent. (85%) of the said contract price shall be paid said contractor, and fifteen per cent. (15%) 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 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 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 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 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 said 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 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 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 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 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 hereunto subscribed his name, the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

ATTEST;

MAE WILLIAMS.

I HEREBY APPROVE

the

the form of the foregoing Contract this 14th day of January, 1927.

THE CITY OF SAN DIEGO

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

J. A. HUNT

Contractor

S. J. HIGGINS,

City Attorney

By FRANK M. DOWNER, JR

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 J. A. HUNT. Being Document, No. 200005.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Wadstrom Deputy.

LEASE

THIS INDENTURE OF LEASE, made and entered into this 1st day of February, 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 the City of San Diego, hereinafter referred to as City, and Shell 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 herein contained.

NOW, THEREFORE, for and in consideration of the sum of Fifty and No/100 Dollars (\$50.00) per month, payable monthly in advance in gold coin of the United States, to the CITY, on the first day of each and every month, the CITY does hereby lease and demise unto the LESSEE, for a term of 5 years ending February first, 1930, the following described pieces of parcels of land situate and bordering and extending into the Bay of San Diego and being a portion of the certain tidelands conveyed to the City of San Diego by the State of California by Act of the Legislature hereinbefore mentioned, more particularly described as follows:

Beginning at a point on the mean high tide line where said mean high tide line would be intersected by the southwesterly prolongation of the northwesterly line of Crosby Street. Thence southwesterly along the southwesterly prolongation of the northwesterly line of Crosby Street to an intersection with the U.S. Pierhead line as established in 1912. Thence North 50° 50' West along said U.S. Pierhead line to a point where said Pierhead line would be intersected by a line drawn parallel to and distance 100 ft. northwesterly from the southwesterly prolongation of the northwesterly line of Crosby Street. Thence northeasterly along a line drawn parallel to and distance 100 ft. northwesterly from the southwesterly prolongation of the northwesterly line of Crosby Street to an intersection with the mean high tide line. Thence southeasterly along said mean high tide line to point of Beginning.

(1) Said lessees shall upon expiration of Lease remove from said premises such wharves, trestles, pipe lines, lines for telephone, telegraph, light and/or power purposes or such buildings, structures, appliances and appurtenances as may have been constructed by said lessees.

The said premises 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 tidelands 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 acknowledged 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) 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.

(8) 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 the event that the U.S. Bulkhead Line shall at any time be re-established and moved channelward, then and in that event said LESSEE shall have all the additional ground between the 1912 Bulkhead Line and any new Bulkhead Line, and shall pay rental therefor at such rate as may be determined upon by the Harbor Commission of the City of San Diego.

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.

THE CITY OF SAN DIEGO

By M. A. GRAHAM
J. W. SEFTON JR.
W. F. CROWAN
Members of the Harbor Commission
of The City of San Diego.
LESSOR

(SEAL) ATTEST:
ALLEN H. WRIGHT
City Clerk
By FRED W. SICK
Deputy.

SHELL COMPANY OF CALIFORNIA,

By H. L. GALLAGHER
Vice President
A. L. BRADLEY
Assistant Secretary.
LESSEE

(SEAL)

I HEREBY APPROVE
the form of the foregoing Lease, this 30th day of January, 1925.

St. 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 Shell Company of California. Being Document No. 173725.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.
By Mrs. S.

L E A S E

THIS LEASE, made and entered into on this 1st day of August, 1926, 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 C. C. KEIL, as Trustee for the creditors of the San Diego Tile & Brick Company, a corporation, of The City of San Diego, State of California, party of the second part, WITNESSETH:

That in pursuance of, and in accordance with, Ordinance No. 10654 of the ordinances of The City of San Diego, the said party of the first part does by these presents demise and lease unto the said party of the second part, Pueblo Lot 1266 of the Pueblo Lands of The City of San Diego, for a term of Four years from and after the 1st day of August, 1926.

It is hereby understood that the above described land is hereby leased for the purpose of enabling said party of the second part to quarry the clay therefrom, and for no other purpose.

And the said party of the second part does hereby covenant, promise and agree to pay to said party of the first part the sum of five dollars (\$5.00) per month on the first day of each and every month during the term of this lease, and the further sum of five cents (5¢) per ton for each and every ton of clay that may be quarried by said party of the second part, as rental for the said described premises, and at the expiration of said term said party of the second part will quit and surrender the said premises in as good state and condition as the same are now or may be put into, reasonable use and wear thereof and damage by the elements excepted.

At the expiration of every quarter year during the life of this lease the City Engineer of The City of San Diego shall ascertain the amount of clay quarried from said described premises, and the said sum of five cents (5¢) per ton for each ton of clay quarried shall be due and payable immediately upon the making of such estimate by said City Engineer.

Should any of the rentals above reserved remain due and unpaid for a period of thirty (30) days, then the party of the first part may cancel this lease at its option, and in such event the said party of the second part agrees to surrender possession of the premises at once, and remove such of its equipment as may be on the premises.

It is further agreed by the parties hereto that any road now existing and running through the said above described property shall at all times be open for public travel, unobstructed by the said party of the second part, or his operations on said land.

It is further agreed by the parties hereto that the said party of the second part may transfer and assign this lease with the consent and approval of the Common Council first had and obtained. A majority of the electors of the City of San Diego voting at any election at any time hereafter may repeal, change or modify this lease.

And the said party of the first part does hereby promise, covenant and agree that the said party of the second part, upon paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy said premises for the term aforesaid.

IN WITNESS WHEREOF, a majority of the members of the Common Council of The City of San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and the party of the second part has hereunto subscribed his name, this 9th day of August, 1926.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

By

THE CITY OF SAN DIEGO.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

BY

FRED A. HEILBRON

DON M. STEWART

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

Party of the first part.

C. C. KEIL

As Trustee for the creditors of
the San Diego Tile & Brick Company.

Party of the second part.

I HEREBY APPROVE

the form of the foregoing Lease, this 30th day of July, 1926.

S. J. HIGGINS

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. C. Keil. Being Document No. 198174.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

August M. Wadstrom Deputy.

AGREEMENT

THIS AGREEMENT, executed in duplicate this 29th day of November, 1926, by and between SAN DIEGUITO WATER COMPANY, a private corporation organized and existing under and by virtue of the laws of the State of Nevada, first party, and the CITY OF SAN DIEGO, a municipal corporation duly organized and existing under a Freeholder's Charter, situated in San Diego County, State of California, second party; WITNESSETH:

WHEREAS, the said parties heretofore entered into a certain lease and option to purchase under date of October 5th, 1925, by the terms of which certain real property in the County of San Diego was leased by first party to second party; and

WHEREAS, that certain parcel of real estate set forth and described as Parcel Forty-three (43) in said lease and option to purchase was erroneously described so as to include in said description as written certain lands not owned by first party and to exclude certain riparian lands owned by first party and which were intended by both parties to be included in said lease and option to purchase; and

WHEREAS, it is mutually agreed that said erroneous description was caused by clerical error and mutual mistake of the parties, and it is the desire of both parties that said lease and option to purchase be amended and corrected to properly describe said Parcel Forty-three (43);

NOW, THEREFORE, it is mutually agreed that the first paragraph of the description set forth as Parcel Forty-three (43) of said lease and option to purchase be and hereby is amended and corrected to read as follows:

The Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-two (32), Township 12 South, Range 1 West, S.B.M.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that the real estate included in said Parcel Forty-three (43) by reason of said erroneous description is hereby released and discharged from said lease and option to purchase, and that the additional property included by reason of the correction by agreement herein contained shall be included in the property covered by said lease and option to purchase and shall be subject in all respects to all of the terms, conditions and covenants contained in said lease and option to purchase.

IN WITNESS WHEREOF said City of San Diego, pursuant to a resolution of its Common Council duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be hereunto affixed; and the said San Dieguito Water Company has caused this instrument to be signed by its Vice-President and its corporate seal to be hereunto affixed, the day and year first above written.

SAN DIEGUITO WATER COMPANY

By JOHN TREANOR Vice-President
First Party.

APPROVED as to Description

GEORGE CROMWELL Chief Engineer.

APPROVED as to Form

WILLIAM W. CLAY

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk

By FRED W. SICK

Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED. A. HEILBRON

DON M. STEWART

Common Council of the City of
San Diego.

Second Party.

APPROVED as to form

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 San Dieguito Water Company. Being Document No. 198072.

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

By *August M. Skadstrom* Deputy.
By mms

B O N D

KNOW ALL MEN BY THESE PRESENTS, That SIDNEY E. MAYER, a corporation, as Principal, and Geo. B. Wright and Edward Gesler 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 Eleven hundred seventy Dollars (\$1170.00), 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 22nd day of January, 1927.

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, and to install, complete, with connections, valves and fittings, at the Settling Basin, Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California, three (3) Byron-Jackson Type "S", 8" x 11-1/2 Horizontal Pumps, direct connected to 75 HP, 1750 RPM U.S. Asbestos-Protected Motors, either Autostart with Magnetic Switches, or Handstart with Hand Compensator, together with Suction and discharge pipe and valves; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL)

By C. X. HUGHES Secy. & Treas.
Principal.

GEO. B. WRIGHT

EDWARD GESLER
Sureties.

ATTEST:
FLORENCE M. FOSTER.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)

Geo. B. Wright and Edw. Gesler sureties in the within undertaking, being duly sworn, say, each for himself, and not one for the other, that he is worth the sum specified in the said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a freeholder therein.

GEO. B. WRIGHT

EDWARD GESLER

Subscribed and sworn to before me this 21st day of January, 1927.

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

(SEAL)

My Commission Expires April 14, 1928.

I HEREBY APPROVE
the form of the within Bond, this 22 day of January, 1927.

S. J. HIGGINS
City Attorney of the City of San Diego.
By FRANK M. DOWNER JR.
Deputy City Attorney.

APPROVED

By a majority of the members of the Common Council of the City of San Diego, California, this 24th day of January, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT City Clerk
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
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, State of California, this 24th day of January, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part; and hereinafter sometimes designated as the City; and SIDNEY E. MAYER COMPANY, a Corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, and to install, complete, with connections, valves and fittings, at the Settling Basin, Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California, three (3) Byron-Jackson Type "S", 8" x 11-1/2 Horizontal Pumps, direct connected to 75 HP, 1750 RPM U.S. Asbestos-protected Motors, either Autostart with Magnetic Switches, or Handstart with Hand Compensator, together with suction and discharge pipe and valves; suction to be 10" standard wrought pipe with ASME Standard flanged connection to fitting through settling basin; discharge to be Byron-Jackson Check Valves, 10" Standard Gate

Valves, 10" Standard Pipe, 10 x 12 Flanged Elbows and 12" Standard Pipe to City's special reducer; weight, each unit (Pump and Motor), 3400#; all in accordance with the plans and specifications therefor contained in Document No. 198989, filed in the office of the City Clerk of said City on December 22nd, 1926.

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

For the sum of four thousand, five hundred forty dollars (\$4,540.00).

Said contractor agrees to begin delivery of said material within fifteen days from and after the date of the execution of this contract, and to complete said delivery on or before the 15th day of February, 1927.

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

The sum of four thousand, five hundred forty dollars (\$4,540.00).

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor has caused this contract to be executed 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

L. C. MAIRE

DON M. STEWART

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk

By FRED W. SICK

Deputy.

SIDNEY E. MAYER CO.

BY C. X. HUGHES Secy & Treas.

Contractor.

(SEAL)
ATTEST:

FLORENCE M. FOSTER.

I HEREBY APPROVE

the form of the foregoing contract, this 15 day of January, 1927.

S. J. HIGGINS,

City Attorney.

By FRANK M. DOWNER JR.

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 Sidney E. Mayer Co. Being document No. 200003.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.

KNOW ALL MEN BY THESE PRESENTS, That UNIVERSAL TRAFFIC SIGNAL COMPANY, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of CONNECTICUT as Surety, and held and 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), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of January, 1927.

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 complete installation of Waterhouse Traffic Signals for eight (8) intersections (4 signals to an intersection), all as in detail set forth 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.

UNIVERSAL TRAFFIC SIGNAL CO.

G. C. WATERHOUSE (Vice-Pres?)
Principal.

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By J. C. BOGARDUS, JR.,
Attorney-in-fact.

I HEREBY APPROVE

the form of the within Bond, this 26th day of January, 1927.

S. J. HIGGINS City Attorney.

APPROVED

by a majority of the members of the Common Council of the City of San Diego, California, this 31st day of January, 1927.

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk

By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON Members of COMMON COUNCIL.

DON M. STEWART

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

On this eighteenth day of JANUARY, 1927, before me, L. H. RAHN, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared J. C. BOGARDUS, JR., known to me to be the Attorney-in-Fact, of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the Corporation that executed the within instrument and acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto and his own name as Attorney-in-Fact.

L. H. RAHN

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

(SEAL)

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That UNIVERSAL TRAFFIC SIGNAL COMPANY, a corporation, as Principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of CONNECTICUT, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, and to all persons, companies of 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 Fifty-five hundred Dollars (\$5500.00), 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 15th day of January, 1927.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed by and between the City of San Diego, a municipal corporation in the Conty of San Diego, State of California, the party of the first part therein, and the above named Universal Traffic Signal Company, a corporation, 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 complete installation of Waterhouse Traffic Signals for eight (8) intersections (4 signals to an intersection), all as in detail set forth 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 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;

UNIVERSAL TRAFFIC SIGNAL CO.

G. C. WATERHOUSE (Vice Pres)
Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Surety.

By J. C. BOGARDUS, JR.,
Attorney-in-fact.

(SEAL)

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

On this eighteenth day of January, 1927, before me, L. H. RAHN, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared J. C. BOGARDUS, JR., known to me to be the Attorney-in-fact, of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the Corporation that executed the within instrument and acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto and his own name as Attorney-in-Fact.

L. H. RAHN

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

(SEAL)

I HEREBY APPROVE

the form of the within Bond, this 29th day of January, 1927.

S. J. HIGGINS City Attorney.

By FRANK M. DOWNER JR.
Deputy City Attorney.

APPROVED

by a majority of the members of the Common Council of the City of San Diego, California, this 31st day of January, 1927.

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk

By FRED W. SICK Deputy.

VIRGILIO BRUSCHI

JNO. A. HELD

FRED A. HEILBRON

L. C. MAIRE

DON M. STEWART

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, State of California, this 10th day of January, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNIVERSAL TRAFFIC SIGNAL COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Waterhouse Traffic Signals for eight (8) intersections (4 signals to an intersection), complete, in every detail, and installed in locations to be designated by the Common Council of said City. Said contractor agrees to furnish all labor and material for the installation of said signals.

It is agreed that three (3) sets of said signals are to be installed with overhead wiring, and five (5) sets with underground conduit system of wiring.

Said City agrees to furnish all permits and guaranteed electric connections and immediate access for street work without cost to contractor. Said City agrees to furnish cables for the three (3) sets to be installed overhead wiring; said cable shall be Roebling cable, in accordance with Waterhouse specifications.

The three (3) sets of said signals with overhead wiring are to be installed at the following three intersections within thirty (30) days from receipt by the contractor of this contract:-

- At 30th Street and University Avenue;
- At Park Boulevard and University Avenue; and
- At Fifth Street and University Avenue.

The other five (5) sets of signals shall be installed at intersections to be designated by the Common Council of said City, which said designation shall be given said contractor fifteen (15) days from and after the date of this agreement.

Said five (5) sets of signals last referred to shall be installed and in operation within ninety (90) days from the date of the receipt of this contract.

Time is of the essence of this agreement; provided, however, that strikes and acts of God shall relieve the contractor from punctual performance.

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

Eight thousand dollars (\$8,000.00) for the signals themselves; and three thousand dollars (\$3,000.00) for the installation thereof, as follows:

Said contractor agrees to make a survey of the said work, and to place a contract for the wiring thereof with a San Diego firm, and to furnish its own agent for the supervision of the installation.

In the event that the actual cost of labor and expense for installation shall be less than three thousand dollars (\$3,000.00), then and in that event said City shall be required to pay only such actual expense, it being the understanding that the cost of the signals themselves shall be eight thousand dollars (\$8,000.00) of the eleven thousand dollars (\$11,000.00) herein agreed to be paid.

Said City, in consideration of the furnishing and delivery of said material by said contractor and the complete installation thereof according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said signals by the Manager of Operation of said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sums hereinabove set forth.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT CITY CLERK
By FRED W. SICK Deputy.

By THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
JNO. A. HELD.
L. C. MAIRE
FRED. A. HEILBRON,
DON M. STEWART
Members of the Common Council.

UNIVERSAL TRAFFIC SIGNAL CO.

(SEAL) ATTEST:
JOSEPH BENTON (Secy).

By G. C. WATERHOUSE (Vice Pres.)
Contractor.

I HEREBY APPROVE
the form of the foregoing contract, this 10th day of January, 1927.
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 Universal Signal Corp. for Signals and the City of San Diego. Being Document No. 199770.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.

KNOW ALL MEN BY THESE PRESENTS, That LOS ANGELES MANUFACTURING COMPANY, a corporation, as Principal and Continental Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of Indiana as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seven hundred forty Dollars (\$740.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of January, 1927.

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:

Approximately 880 feet of ten-inch double-dipped and wrapped slip joint riveted steel pipe;

Approximately 1160 feet of eighteen-inch double-dipped and wrapped slip joint riveted steel pipe;

Approximately 75 feet of ten-inch plain slip joint riveted steel pipe; and

Approximately 125 feet of eighteen-inch plain slip joint riveted steel pipe; said pipe to be delivered at the trenches at the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of 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.

LOS ANGELES MANUFACTURING CO. INC.

ATTEST:
DON C. LINDLEY.

JOHN H. MUNDHENK Pres.
Principal.

CONTINENTAL CASUALTY COMPANY
Surety.

(SEAL)

By L. R. VILLARS
Attorney-in-fact.

I HEREBY APPROVE

the form of the within Bond, this 26th day of January, 1927.

S. J. HIGGINS. City Attorney.

APPROVED

by a majority of the members of the Common Council of the City of San Diego, California, this 31st day of January, 1927.

(SEAL) ATTEST
ALLEN H. WRIGHT City clerk
By FRED W. SICK Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

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

On this 21st day of January, 1927, before me, G. S. Bliss, a Notary Public in and for the County and State aforesaid, residing therein, duly commissioned and sworn, personally appeared L. R. VILLARS and known to me to be the person, whose name is subscribed to the within instrument as the attorney-in-fact of the Continental Casualty Company, and acknowledged to me that he subscribed the name of the Continental Casualty Company thereto as principal and his own name as Attorney-in-fact.

G. S. BLISS

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

(SEAL)

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 21st day of January, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and LOS ANGELES MANUFACTURING COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Approximately 880 feet of ten-inch double-dipped and wrapped slip joint riveted steel pipe;

Approximately 1160 feet of eighteen-inch double-dipped and wrapped slip joint riveted steel pipe;

Approximately 75 feet of ten-inch plain slip joint riveted steel pipe; and

Approximately 125 feet of eighteen-inch plain slip joint riveted steel pipe; said pipe to be delivered at the trenches at the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California; all in accordance with the specifications therefor contained in Document No. 198987, filed in the office of the City Clerk of said City of San Diego on December 22nd, 1926.

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

880 feet of 10" #16 double-dipped and wrapped slip joint riveted steel pipe, at 87.3 cents per foot;

1160 feet of 18" #14 double-dipped and wrapped slip joint riveted steel pipe, at \$1.69 per foot;

75 feet of 10" #16 plain slip joint riveted steel pipe, at 67.3 cents per foot;

125 feet of 18" #14 plain slip joint riveted steel pipe, at \$1.36 per foot.

Said contractor agrees to begin delivery of said material within seven days from and after the date of the execution of this contract, and to complete said delivery on or before the 27th day of January, 1927.

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

880 feet of 10" #16 double-dipped and wrapped slip joint riveted steel pipe, at 87.3 cents per foot;

1160 feet of 18" #14 double-dipped and wrapped slip joint riveted steel pipe, at \$1.69 per foot;

75 feet of 10" #16 plain slip joint riveted steel pipe, at 67.3 cents per foot;

125 feet of 18" #14 plain slip joint riveted steel pipe, at \$1.36 per foot.

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

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

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

(SEAL) ATTEST:
ALLEN H. WRIGHT, CITY CLERK
By FRED W. SICK, Deputy

By

THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
JNO. A. HELD
FRED. A. HEILBRON
L. C. MAIRE
DON M. STEWART
Members of the Common Council

LOS ANGELES MANUFACTURING CO. INC.

ATTEST:
DON C. LINDLEY

JOHN H. MUNDHENK Pres.
Contractor.

I HEREBY APPROVE
the form of the foregoing contract, this 15 day of January, 1927.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER JR.
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 Los Angeles Manufacturing Co., Inc. Being Document No. 200002.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.
By [Signature]

KNOW ALL MEN BE THESE PRESENTS: That the Fenton-Parker Material Corporation, a corporation, the Lessee named in that certain Indenture of Lease entered into on the 4th day of October, 1926, by and between the City of San Diego, a municipal corporation, as Lessor, and said Fenton-Parker Material Corporation, as Lessee, and recorded on the 16th day of October, 1926, in the office of the County Recorder of the County of San Diego, in Book 24 of Leases at page 272, for and in consideration of One Dollar to it paid, and other good and valuable consideration to it moving, by and from The First Trust and Savings Bank of San Diego, a corporation, does hereby assign and mortgage said lease unto said The First Trust and Savings Bank of San Diego, as Trustee, as security for that certain issue of bonds aggregating in face amount THREE Hundred Thousand Dollars (\$300,000.00), and known as Fenton-Parker Material Corporation First Closed Mortgage, (fe, leasehold and chattel) sinking fund gold bonds, and secured by an indenture of Trust under date of September 15th, 1926, executed and delivered by the Fenton-Parker Material Corporation to The First Trust and Savings Bank of San Diego, as Trustee.

IN WITNESS WHEREOF, the assignor has caused its name and seal to be hereunto affixed at San Diego, California, on this 17th day of January, 1927, by its proper corporate officers thereunto duly authorized; and said The First Trust and Savings Bank of San Diego has caused its name and seal to be hereunto affixed at San Diego, California, on said date, by its proper corporate officers thereunto duly authorized, in acceptance of said assignment, as trustee.

(SEAL) ATTEST:
C. O. OLINE Secretary.

FENTON-PARKER MATERIAL CORPORATION,
By HORTON L. TITUS Vice-President.
THE FIRST TRUST AND SAVINGS BANK OF
SAN DIEGO, AS TRUSTEE.
By LANE D. WEBBER Vice-President.

(SEAL) ATTEST:
P. J. HOFFMAN Asst. Sec'y.

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

On this 19 day of January, 1927, before me, the undersigned, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Horton L. Titus, known to me to be the Vice-President and C. O. Oline, known to me to be the Secretary of Fenton-Parker Material Corporation, and known to me to be the persons who executed the within instrument on behalf of said Fenton-Parker Material Corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)
H. E. BRUNELLE JR.
Notary Public in and for the County of San Diego,
State of California

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

On this 21st day of January, 1927, before me, the undersigned, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Lane D. Webber, known to me to be the Vice-President and P. J. Hoffman, known to me to be the Assistant Secretary of The First Trust and Savings Bank of San Diego, and known to me to be the persons who executed the within instrument on behalf of the First Trust and Savings Bank of San Diego, and acknowledged to me that such corporation executed the same as Trustee.

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

(SEAL) WILLIAM J. MARESH.
Notary Public in and for the County of San Diego,
State of California.

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of Assignment of Lease From Fenton-Parker Material Corporation to the First Trust and Savings Bank. Being Document No. 200191.

ALLEN H. WRIGHT
City clerk of the City of San Diego, California.
By *August M. Madstrom* Deputy.
By mad.

KNOW ALL MEN BY THESE PRESENTS, That F. A. EINER, 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 sixty (1060) Dollars (\$1060.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of January, 1927.
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;
Approximately 2960 feet of ten-inch concrete pressure pipe,
Approximately 1860 feet of fourteen-inch concrete pressure pipe,
Approximately 460 feet of sixteen-inch concrete pressure pipe,
Approximately 1570 feet of eighteen-inch concrete pressure pipe, and
Approximately 330 feet of twenty-four inch concrete pressure pipe, said pipe to be delivered at the trenches at the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

F. A. EINER
Principal
THE AETNA CASUALTY AND SURETY COMPANY
Surety.

(SEAL) ATTEST:
P. J. SCHAEFER
Resident Assistant Secretary.
By FRANK A. SALMONS
Resident Vice-President.

I HEREBY APPROVE
the form of the within Bond, this 27 day of January, 1927.
S. J. HIGGINS City Attorney.
By FRANK M. DOWNER Jr.,
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 January, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.
VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON,
L. C. MAIRE
DON M. STEWART
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, State of California, this 31st day of January, 1927; by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and F. A. EINER, 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:

Approximately 2960 feet of ten-inch concrete pressure pipe,
Approximately 1860 feet of fourteen-inch concrete pressure pipe,
Approximately 460 feet of sixteen-inch concrete pressure pipe,
Approximately 1570 feet of eighteen-inch concrete pressure pipe, and
Approximately 330 feet of twenty-four inch concrete pressure pipe, said pipe to be delivered at the trenches at the Riverview Pumping Project, located about one and one-quarter miles west of Lakeside, in the County of San Diego, State of California; all in accordance with the plans and specifications therefor contained in Document No. 198990, filed in the office of the City Clerk of The City of San Diego on December 22nd, 1926.

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

2960 feet ten-inch concrete pipe,	\$.37 per lin. ft.
1860 feet fourteen-inch concrete pipe, . . . . .	.58 per lin. ft.
460 feet sixteen-inch concrete pipe, . . . . .	.58 per lin. ft.
1570 feet eighteen-inch concrete pipe, . . . . .	.81 per lin. ft.
330 feet twenty-four inch concrete pipe,	1.42 per lin. ft.

Said contractor agrees to begin delivery of said material within 10 days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of March, 1927.

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

2960 feet 10" concrete pipe,	\$.37 per lin. ft.
1860 feet 14" concrete pipe, . . . . .	.58 per lin. ft.
460 feet 16" concrete pipe, . . . . .	.68 per lin. ft.
1570 feet 18" concrete pipe, . . . . .	.81 per lin. ft.
330 feet 24" concrete pipe,	1.42 per lin. ft.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the 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 FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

F. A. EINER
Contractor.

I HEREBY APPROVE
the form of the foregoing contract, this 27 day of January, 1927.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER JR.
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 F. A. Einer. Being Document No. 200574.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By *August M. Skadstrom* Deputy.
By Mrs. St.

B O N D

as principals

KNOW ALL MEN BY THESE PRESENTS, That H. L. Benbough and Guy H. Miller and W. B. Nelson 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 One hundred eighty Dollars (\$180.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Sureties hereby bind themselves, their heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of January, 1927.

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 lay approximately 350 square yards of Armstrong's 1/8 inch thick No. 20, Brown, Battleship linoleum, unpainted, back to be laid on 1-1/2 pound unsaturated deadening felt cemented down, using waterproof cement at seams, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

H. L. BENBOUGH
Principal.

GUY H. MILLER

W. B. NELSON
Sureties.

ATTEST:
F. A. WOLFF.

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

Guy H. Miller and W. B. Nelson sureties in the within undertaking, being duly sworn, say, each for himself, and not one for the other, that he is worth the sum specified in the said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a freeholder therein.

GUY H. MILLER

W. B. NELSON

Subscribed and sworn to before me this 24th day of January, 1927.
A. V. LYONS
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

I HEREBY APPROVE
the form of the within Bond, this 31st day of January, 1927.

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 31st day of January, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
L. C. MAIRE
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, State of California, this 31st day of January, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and H. L. BENBOUGH, 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, and to lay approximately 350 square yards of Armstrong's 1/8 inch thick No. 20, Brown, Battleship linoleum, unpainted, back to be laid on 1-1/2 pound unsaturated deadening felt cemented down, using water proof cement at seams.

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

For the sum of two dollars and five cents (\$2.05) per square yard.

Said contractor agrees to begin delivery of said material within 10 days from and after the date of the execution of this contract, and to complete said delivery on or before the 28th day of Feb., 1927.

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

The sum of two dollars and five cents (\$2.05) per square yard.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the 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 FRED W. SICK, Deputy.

By THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
L. C. MAIRE
Members of the Common Council.

ATTEST:
F. A. WOLFF.

H. L. BENBOUGH
Contractor.

I HEREBY APPROVE
the form of the foregoing contract, this 21st day of January, 1927.

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 H. L. Banbough. Being Document No. 200610.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.
By Mrs. H.

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 ONE THOUSAND (1000) 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 2nd day of February, A.D. 1927.

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 E Street, in said City, between the easterly curb line of India Street and the westerly curb line of Second 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 CO.

W. F. RABER Vice-President.

(SEAL)

M. B. FOWLER Secretary.

THE AETNA CASUALTY AND SURETY COMPANY

(SEAL) ATTEST:

By FRANK A. SALMONS

B. J. SCHAEFER

Resident Vice-President

Resident Assistant Secretary.

I HEREBY APPROVE

the form of the within and foregoing Bond, this 3rd day of Feb. A.D. 1927.

S. J. HIGGINS

City Attorney of the City of San Diego, California.

By M. R. THORP

Deputy.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 40291, passed and adopted on the 17th day of January, 1927, require and fix the sum of \$1000.00 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.

THIS AGREEMENT, made and entered into this 7th day of February, 1927, 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 on E STREET, between the easterly curb line of India Street and the westerly curb line of 2nd street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said E Street between said points. Such furnishing of electric current and such maintenance of appliances shall be for the period beginning September 27, 1926, and ending June 30, 1928.

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. 196278, 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 seven hundred and thirty-two dollars (\$732.00), as follows: Twenty-one (21) 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 \$34.64, and one warrant for the sum of \$4.56, to cover the additional four (4) days of said term.

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 twenty-nine hundred and twenty-eight dollars (\$2928.00), as follows: Twenty-one (21) 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 the "E Street Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$138.54, and one warrant for the sum of \$18.66, to cover the additional four (4) days of said term.

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 twenty-nine hundred and twenty-eight dollars (\$2928.00).

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 seven hundred and thirty-two dollars (\$732.00), 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

(SEAL) ATTEST:

By W. F. RABER Vice-President.

M. B. FOWLER Secretary.

THE CITY OF SAN DIEGO

By

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

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 3rd day of Feb. 1927.

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 City of San Diego and The San Diego Consolidated Gas and Electric Co. Being Document No. 200677.

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

By August M. Wadstrom Deputy.
By Mrs. A.

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 ELEVEN HUNDRED (1100) 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 2nd day of February, A. D. 1927.

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 INDIA STREET, between the southerly curb line of Ivy Street and the northerly curb line of B 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 CO..

W. F. RABER Vice President

(SEAL)

W. B. FOWLER Secretary.

THE AETNA CASUALTY AND SURETY COMPANY

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 3rd day of Feb. A.D. 1927.

S. J. HIGGINS
City Attorney of the City of San Diego, California.
By M. R. THORP
Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 40290, adopted on the 17th day of January, 1927, require and fix the sum of \$1100.00 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.

THIS AGREEMENT, made and entered into this 7th day of February, 1927, 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 on INDIA STREET, between the southerly curb line of Ivy Street and the northerly curb line of B Street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said India Street, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after the 11th day of September, 1926, to-wit, to and including the 10th day of September, 1927.

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. 194893, 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 eight hundred and seventy-eight and 92/100 dollars (\$878.92) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of thirty-five hundred and fifteen and 69/100 dollars (\$3515.69) 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 "India 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 supplement-

tal thereto; and that in pursuance of said Act an assessment has been levied for said sum of thirty-five hundred and fifteen and 69/100 dollars (\$3515.69).

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 eight hundred and seventy-eight and 92/100 dollars (\$878.92), 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 W. F. RABER Vice President.

THE CITY OF SAN DIEGO.

By

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED W. HEILBRON,

DON M. STEWART

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 3rd day of Jan., 1927.

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 City of San Diego and San Diego Consolidated Gas & Electric Co. Being Document No. 200678.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.

A G R E E M E N T

THIS MEMORANDUM OF AGREEMENT, made and entered into this 30th day of June, 1926, by and between HENRY JOHNSON, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the "Owner," and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter by virtue of the Constitution of the State of California, hereinafter referred to as the "City,"

W I T N E S S E T H :

WHEREAS, the City on or about October 5, 1925, leased from the San Dieguito Water Company, and concurrently therewith was granted by said water company an option to purchase that certain water system known and designated as the "San Dieguito Water System," which lease and option, among other properties, include the so-called "Sutherland Reservoir site," which is situated on the San Dieguito River, and is the same stream as flows through the San Pasqual Valley where the Owner's lands are situated; and,

WHEREAS, the City contemplates within the near future the construction of a dam at the aforesaid reservoir site for the purpose of impounding the storm waters of the San Dieguito River and its tributaries, for the purpose of diverting said waters out of the water shed of said stream and transporting them to The City of San Diego, there to be used for domestic and irrigation purposes for the inhabitants of said city; and,

WHEREAS, there is now pending before the Division of Water Rights in the State Department of Public Works an application known as Application No. 4127, in which application one J. W. Williams, Consulting Engineer for The City of San Diego, for and on behalf of said City prays for the right to appropriate and divert for municipal uses sixty thousand (60,000) acre feet per annum from the Santa Ysabel and Black Canyon Creeks, both of which, if not so appropriated and diverted, would flow down the San Dieguito River and through the San Pasqual Valley where the natural flow of said stream is diverted for irrigation purposes; and,

WHEREAS, there is also included in said San Dieguito water system the Lake Hodges reservoir situated on said San Dieguito River below the lands of the Owner, and there is included also in said system, on which the City has an option to purchase as aforesaid, water bearing lands situated in the westerly end of the San Pasqual Valley, which lands were acquired and are held for the purpose of the installation and maintenance of pumping plants during periods of dry years, by means of which said system will be able to supply its water consumers and The City of San Diego with water for domestic and irrigation purposes; and,

WHEREAS, it is to the interest of The City of San Diego to acquire the lands of the Owner situated in said San Pasqual Valley, in order that it can complete the development of said San Dieguito water system, and may appropriate and divert the waters of the San Dieguito River at the point heretofore designated as the Sutherland reservoir site; and,

WHEREAS, said development cannot be made without prejudicing the riparian rights of the Owner and/or the Owner's pumping rights by reason of the relationship of the Owner's lands to the banks of the San Dieguito River; and,

WHEREAS, for that reason the City is desirous of purchasing the lands of the Owner in order that it may, without prejudicing the rights of the Owner, construct a dam at the Sutherland Reservoir Site and appropriate and divert the storm waters from the San Dieguito River, and may have, without prejudicing the rights of the Owner, the right to develop pumping plants in the San Pasqual Valley and near the San Dieguito River bed and divert water from the sands and gravels of the San Pasqual Valley without prejudicing the rights of the Owner;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I.

OPTION TO PURCHASE.

(a) For and in consideration of the sum of Fifty Dollars (\$50.00), which the Owner acknowledges to have received from The City of San Diego on the date of the execution of this instrument, the Owner hereby grants and gives to the City an exclusive option to purchase the lands hereinafter described for the sum of Fifteen thousand Dollars (\$15,000.00).

(b) This option shall be for a period of One (1) year, and unless exercised on or before the 30th day of June, 1927, or unless said option shall be renewed as hereinafter provided for, shall expire on said 30th day of June, 1927, and upon the expiration of said option without its being exercised or renewed, as provided in this instrument, all rights of the said City shall cease and determine, and the City shall thereafter have no claim of any kind or nature whatsoever against the owner by reason of anything in this contract contained, and shall have no claim whatsoever against the Owner for any moneys that have been paid by the City to the Owner on account of or by reason of any provision in this contract.

(c) The City shall have the right to purchase an extension or renewal of this option for an additional period of two (2) years, beginning with the 30th day of June, 1927; conditioned and provided, however, that within sixty (60) days prior to the expiration of the one-year option it shall serve upon the Owner a written notice of its intention to renew said option for such additional period of two years, and shall concurrently with the service of said notice of its intention to renew said option, as herein provided, or shall prior to the expiration of the one-year option period, pay or cause to be paid to the Owner an addition sum of Two thousand nine hundred fifty Dollars (\$2,950.00).

(d) It is expressly understood and agreed by and between the Owner and the City that the written notice provided for in the foregoing paragraph, and the payment of said sum of Two thousand nine hundred fifty Dollars (\$2,950.00), as therein provided is a condition precedent to the extension of said exclusive option for an additional period of two (2) years.

ARTICLE II.

DESCRIPTION OF LANDS COVERED BY THIS OPTION.

The lands which the Owner, by the terms and conditions of this contract, agrees and covenants to convey to the City upon the payments being made as herein provided, are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:

Lot seven (7) in Section Twenty-five (25), Township twelve (12) South, Range One (1) west, San Bernardino Meridian;

Also, Lots seven (7) and eight (8), in Section Twenty-six (26), Township twelve (12) South, Range One (1) west, San Bernardino Meridian.

ARTICLE III.

OWNER'S COVENANT TO CONVEY TITLE AND CITY'S RIGHT TO PURCHASE.

(a) If the City should elect to purchase the lands hereinbefore described during this option, to-wit: within a period of one (1) year from date hereof, then the amount paid by the City to the Owner for this option shall be credited upon the purchase price.

(b) If the City should elect to purchase a renewal option for a period of two (2) years, and should exercise said option to purchase at any time during said two-year period, to-wit: at any time after the 30th day of June, 1927, and before the 30th day of June, 1929, it shall then be entitled to a credit on the purchase price herein fixed of the amount paid by The City to the Owner for the option, to-wit: the sum of Fifty Dollars (\$50.00), and for the renewal of said option for an additional two (2) year period, to-wit: the sum of Two thousand nine hundred fifty dollars (\$2,950.00), making a total sum of Three thousand dollars (\$3000.00), to which the City shall be entitled to credit.

(c) Upon the payment of the full purchase price of said property as in this option agreed upon, the Owner covenants and agrees to execute to the City a good and sufficient deed or deeds conveying to the City the real property described herein, subject, however, to all easements and rights of way for public roads, telephone, telegraph, gas and electric line easements, and subject also to rights of way for such canals, pipe lines and ditches as are of record at the date of the execution of this instrument.

(d) The Owner agrees to furnish to the City a certificate of title from the Southern Title Guaranty Company of the City of San Diego, or the Union Title Insurance Company of said City, as the City may elect, showing a merchantable title, subject to the encumbrances referred to in paragraph lettered "c" of this article.

ARTICLE IV.

CONSTRUCTION OF SUTHERLAND DAM.

(a) It is understood by and between the Owner and the City that the City may, before it elects to exercise its option to purchase the Owner's land, as hereinbefore provided, begin the construction of the Sutherland dam, the construction of which would impound and divert from the San Dieguito River into another water shed a large portion of the storm waters ^{that} are accustomed to flow down the San Dieguito River and through the San Pasqual Valley toward the sea.

(b) It is expressly understood and agreed by and between the Owner and the City that in the event the City should commence the construction of said dam and should not exercise its option to purchase the lands of the Owner the said Owner would sustain damages, but the exact amount of said damages is not ascertainable and the parties agree that from the very nature of the case it would be impossible and/or extremely difficult to fix the actual damage, and the City therefore promises and agrees that in the event it should construct the Sutherland dam and should not exercise its option to purchase the lands of the Owner, as in this contract provided, that it will pay to said Owner the said sum of Seven thousand five hundred Dollars (7,500.00) as liquidated damages, and that said sum so determined as liquidated damages shall be due and payable from the City to the Owner on the day on which the said City, not having exercised its option to purchase the Owner's land, parts with said option and loses its right to purchase the lands of the Owner, as herein provided.

(c) This obligation and promise on the part of the City to pay the aforesaid sum as liquidated damages, shall attach to and be binding upon the City upon the date on which it loses its option to purchase said lands, regardless of whether the Sutherland dam has been completed or whether water has actually been diverted.

ARTICLE V.

CITY'S APPLICATION TO APPROPRIATE AND DIVERT WATERS OF SAN DIEGUITO RIVER.

It is understood by and between the parties that the hearing of the City's application to appropriate and divert waters from the San Dieguito River as evidenced by its Application No. 4127 now pending before the Division of Water Rights of the Department of Public Works of the State of California, together with the protest of the Owner, shall be continued from time to time by agreement of the parties and their respective attorneys, and that in the event the City elects to purchase the lands of the Owner, as herein provided, then the Owner agrees to withdraw its protest and consent to the granting of said Application No. 4127 by the Chief of the Division of Water Rights.

ARTICLE VI.

TIME IS ESSENCE.

Time is hereby expressly declared to be of the essence of this contract and of each and all of the provisions thereof.

This contract shall bind the heirs, executors, administrators and assigns of the Owner.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name the day and year first above written, and the City, pursuant to an ordinance of the Common Council, duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be hereunto affixed.

HENRY JOHNSON

Owner.

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

JOHN A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

Members of the Common Council.

I hereby approve the form of the foregoing Agreement this 17 day of January, 1927.

S. J. HIGGINS

City Attorney of The City of San Diego.

By FRANK M. DOWNER, JR.

STATE OF CALIFORNIA,)

) ss.

County of San Diego.)

On this 17th day of January, 1927, before me, Fred W. Sick, a Notary Public in and for the County of San Diego, State of California, personally appeared Virgilio Bruschi, John A. Held, L. C. Maire, Fred A. Heilbron and Don M. Stewart, members of the Common Council of The City of San Diego, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

FRED W. SICK,

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

(SEAL)

RECORDED AT REQUEST OF City Clerk FEB. 4 1927 at 10 o'clock A.M., In Book No. 1335
Page 23 of Deeds, Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, between Henry Johnson and the City of San Diego, being Document No. 200103.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California

By *August M. Wadstrom* Deputy.

A G R E E M E N T

THIS MEMORANDUM OF AGREEMENT, made and entered into this 29th day of June, 1926, by and between PETER GEORGESON, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the "Owner," and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter by virtue of the Constitution of the State of California, hereinafter referred to as the "City,"

WITNESSETH:

WHEREAS, the City on or about October 5, 1925, leased from the San Dieguito Water Company, and concurrently therewith was granted by said water company an option to purchase that certain water system known and designated as the "San Dieguito Water System," which lease and option, among other properties, include the so-called "Sutherland reservoir site," which is situated on the San Dieguito River, and is the same stream as flows through the San Pasqual Valley where the Owner's lands are situated; and,

WHEREAS, the City contemplates within the near future the construction of a dam at the aforesaid reservoir site for the purpose of impounding the storm waters of the San Dieguito River and its tributaries, for the purpose of diverting said waters out of the watershed of said stream and transporting them to The City of San Diego, there to be used for domestic and irrigation purposes for the inhabitants of said city; and,

WHEREAS, there is now pending before the Division of Water Rights in the State Department of Public Works an application known as Application No. 4127, in which application one J. W. Williams, Consulting Engineer for The City of San Diego, for and on behalf of said City prays for the right to appropriate and divert for municipal uses sixty thousand (60,000) acre feet per annum from the Santa Ysabel and Black Canyon Creeks, both of which, if not so appropriated and diverted, would flow down the San Dieguito River and through the San Pasqual Valley where the natural flow of said stream is diverted for irrigation purposes; and,

WHEREAS, there is also included in said San Dieguito water system the Lake Hodges reservoir situated on said San Dieguito River below the lands of the Owner, and there is included also in said system, on which the City has an option to purchase as aforesaid, water bearing lands situated in the westerly end of the San Pasqual Valley, which lands were acquired and are held for the purpose of the installation and maintenance of pumping plants during periods of dry years, by means of which said system will be able to supply its water consumers and The City of San Diego with water for domestic and irrigation purposes; and,

WHEREAS, it is to the interest of The City of San Diego to acquire the lands of the Owner situated in said San Pasqual Valley, in order that it can complete the development of said San Dieguito water system, and may appropriate and divert the waters of the San Dieguito River at the point heretofore designated as the Sutherland reservoir site; and,

WHEREAS, said development cannot be made without prejudicing the riparian rights of the Owner and/or the Owner's pumping rights by reason of the relationship of the Owner's lands to the banks of the San Dieguito River; and,

WHEREAS, for that reason the City is desirous of purchasing the lands of the Owner in order that it may, without prejudicing the rights of the Owner, construct a dam at the Sutherland Reservoir Site and appropriate and divert the storm waters from the San Dieguito River, and may have, without prejudicing the rights of the Owner, the right to develop pumping plants in the San Pasqual Valley and near the San Dieguito River bed and divert water from the sands and gravels of the San Pasqual Valley without prejudicing the rights of the Owner;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I.

OPTION TO PURCHASE

(a) For and in consideration of the sum of Fifty Dollars (\$50.00), which the Owner acknowledges to have received from The City of San Diego on the date of the execution of this instrument, the Owner hereby grants and gives to the City an exclusive option to purchase the lands hereinafter described for the sum of Eighty-eight thousand Dollars (\$88,000.00).

(b) This option shall be for a period of One year, and unless exercised on or before the 29th day of June, 1927, or unless said option shall be renewed as hereinafter provided for, shall expire on said 29th day of June, 1927, and upon the expiration of said option without its being exercised or renewed, as provided in this instrument, all rights of the said City shall cease and determine, and the City shall thereafter have no claim of any kind or nature whatsoever against the owner by reason of anything in this contract contained, and shall have no claim whatsoever against the Owner for any moneys that have been paid by the City to the Owner on account of or by reason of any provision in this contract.

(c) The City shall have the right to purchase an extension or renewal of this option for an additional period of two (2) years, beginning with the 29th day of June, 1927; conditioned and provided, however, that within sixty (60) days prior to the expiration of the one-year option it shall serve upon the Owner a written notice of its intention to renew said option for such additional period of two years, and shall concurrently with the service

of said notice of its intention to renew said option, as herein provided, or shall prior to the expiration of the one-year option period, pay or cause to be paid to the Owner an additional sum of Seventeen thousand five hundred fifty Dollars (\$17,550.00).

(d) It is expressly understood and agreed by and between the Owner and the City that the written notice provided for in the foregoing paragraph, and the payment of said sum of Seventeen thousand five hundred fifty Dollars (\$17,550.00), as therein provided is a condition precedent to the extension of said exclusive option for an additional period of two (2) years.

ARTICLE II.

DESCRIPTION OF LANDS COVERED BY THIS OPTION.

The lands which the Owner, by the terms and conditions of this contract, agrees and covenants to convey to the City upon the payments being made as herein provided, are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:

That portion of the South Half of Northwest Quarter of Section Thirty-five (35), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey, described as follows: Beginning at the Northeast corner of Southeast Quarter of Northwest Quarter of Section Thirty-five (35) Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, thence Westerly along north line of said Southeast Quarter, 1013 feet; thence Southerly 470 feet; thence Easterly to an intersection with the East line of said Southeast quarter 1013 feet; thence Northerly along the East line of said Southeast Quarter 390 feet to beginning;

Also, those portions of Section Thirty-six (36) Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Survey, described as follows:

(a) Commencing at the Southwest corner of the Northwest Quarter of Section Thirty-six (36) Township Twelve (12) South, Range One (1) West, San Bernardino; thence East and over the mountain to the base of mountain on the East side near the river; thence Northerly following the base of said mountain to the middle of the river; thence along the middle of the river to a point where the San Pasqual Irrigation Ditch begins; thence Southerly along the middle of the County Road at the base of the mountain to a point where the road forks and crosses the ditch; thence due West along the middle of the road to the West line of Section Thirty-six (36); thence South along said Section line to the place of the beginning; being the premises heretofore conveyed by Henry Johnson and Florence Johnson to J. P. Norton on February 1, 1897 by deed recorded in Book 260, Page 70 of Deeds, records of said County;

(b) Beginning at the Northwest corner of Section Thirty-six (36), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian; thence running South 96 rods; thence at right angles East 47 rods, 6 feet and 6 inches; thence at right angles North 96 rods; thence at right angles West 47 rods, 9 feet and 6 inches to the place of beginning; EXCEPTING THEREFROM that portion thereof described as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section Thirty-six (36); thence east 43-1/2 rods; thence South 18-2/3 rods; thence West 43-1/2 rods; thence North 18-2/3 rods to point of commencement.

Also, the West Half of the Northeast Quarter of Section Thirty-six (36), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian.

Also, all that portion of the Southeast Quarter of the Northeast Quarter of Section Thirty-five (35), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, in the County of San Diego, State of California, bounded and described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section Thirty-five (35), thence West along the South line of said Northeast Quarter Eighty (80) rods; thence North along the West line of said Southeast Quarter of the Northeast Quarter Sixty (60) rods; more or less, to the Southwest corner of the land conveyed by Carlton E. Spears to Henry Johnson by deed dated May 6th, 1885, and recorded in Book 50, page 123 of Deeds, Records of said County; thence East along the South line of said Johnson's land Eighty (80) rods to a point in the East line of the Southeast Quarter of the Northeast Quarter of said Section Thirty-five (35); thence South along said East line, sixty (60) rods to the point of commencement.

Also, the Northeast Quarter of the Southeast Quarter and the North half of the Northwest Quarter of the Southeast Quarter of said Section 35, Township Twelve (12) South, Range One (1) West, San Bernardino Meridian.

The option hereby granted and given includes as a part of said real estate all permanent improvements such as are affixed to the land, all appurtenances, and all material things which are immovable.

ARTICLE III.

OWNER'S COVENANT TO CONVEY TITLE AND CITY'S RIGHT TO PURCHASE.

(a) If the City should elect to purchase the lands hereinbefore described during this option, to-wit: within a period of one (1) year from date hereof, then the amount paid by the City to the Owner for this option shall be credited upon the purchase price.

(b) If the City should elect to purchase a renewal option for a period of two (2) years, and should exercise said option to purchase at any time during said two-year period, to-wit: at any time after the 29th day of June, 1927, and before the 29th day of June, 1929, it shall then be entitled to a credit on the purchase price herein fixed of the amount paid by The City to the Owner for the option, to-wit: the sum of Fifty Dollars (\$50.00), and for the renewal of said option for an additional two (2) year period, to-wit: the sum of seventeen thousand five hundred fifty dollars (\$17,550.00), making a total sum of Seventeen thousand six hundred dollars (\$17,600.00), to which the City shall be entitled to credit.

(c) Upon the payment of the full purchase price of said property as in this option agreed upon, the Owner covenants and agrees to execute to the City a good and sufficient deed or deeds conveying to the City the real property described herein, subject, however, to all easements and rights of way for public roads, telephone, telegraph, gas and electric line easements, and subject also to rights of way for such canals, pipe lines and ditches as are of record at the date of the execution of this instrument.

(d) The Owner agrees to furnish to the City a certificate of title from the Southern Title Guaranty Company of the City of San Diego, or the Union Title Insurance Company of said City, as the City may elect, showing a merchantable title, subject to the encumbrances referred to in paragraph lettered "c" of this article.

ARTICLE IV.

CONSTRUCTION OF SUTHERLAND DAM.

(a) It is understood by and between the Owner and the City that the City may, before it elects to exercise its option to purchase the Owner's land, as hereinbefore provided, begin the construction of the Sutherland dam, the construction of which would impound and divert from the San Dieguito River into another water shed a large portion of the storm waters that are accustomed to flow down the San Dieguito River and through the San Pasqual Valley toward the sea.

(b) It is expressly understood and agreed by and between the Owner and the City that in the event the City should commence the construction of said dam and should not exercise its option to purchase the lands of the Owner the said Owner would sustain damages, but the exact amount of said damages is not ascertainable and the parties agree that from the very nature of the case it would be impossible and/or extremely difficult to fix the actual damage, and the

City therefore promises and agrees that in the event it should construct the Sutherland dam and should not exercise its option to purchase the lands of the Owner, as in this contract provided, that it will pay to the said Owner the sum of Forty-four thousand Dollars (\$44,000.00) as liquidated damages, and that said sum so determined as liquidated damages shall be due and payable from the City to the Owner on the day on which the said City, not having exercised its option to purchase the Owner's land, parts with said option and loses its right to purchase the lands of the Owner, as herein provided.

(c) This obligation and promise on the part of the City to pay the aforesaid sum as liquidated damages, shall attach to and be binding upon the City upon the date on which it loses its option to purchase said lands, regardless of whether the Sutherland dam has been completed or whether water has actually been diverted.

ARTICLE V.
CITY'S APPLICATION TO APPROPRIATE AND DIVERT WATERS
OF SAN DIEGUITO RIVER.

It is understood by and between the parties that the hearing of the City's application to appropriate and divert waters from the San Dieguito River as evidenced by its Application No. 4127 now pending before the Division of Water Rights of the Department of Public Works of the State of California, together with the protest of the Owner, shall be continued from time to time by agreement of the parties and their respective attorneys, and that in the event the City elects to purchase the lands of the Owner, as herein provided, then the Owner agrees to withdraw its protest and consent to the granting of said Application No. 4127 by the Chief of the Division of Water Rights.

ARTICLE VI.
TIME IS ESSENCE

Time is hereby expressly declared to be of the essence of this contract and of each and all of the provisions thereof.

This contract shall bind the heirs, executors, administrators and assigns of the Owner.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name the day and year first above written, and the City, pursuant to an ordinance of the Common Council, duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be hereunto affixed.

PETER GEORGESON,
Owner
THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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 17 day of January, 1927.
S. J. HIGGINS
City Attorney of The City of San Diego.
By FRANK M. DOWNER, JR., Deputy.

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

On this 17th day of January, 1927, before me, Fred W. Sick, a Notary Public in and for the County of San Diego, State of California, personally appeared Virgilio Bruschi, John A. Held, L. C. Maire, Fred A. Heilbron and Don M. Stewart, members of the Common Council of The City of San Diego, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) FRED W. SICK,
Notary Public in and for the County of San Diego,
State of California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement Between Peter Georgeson and the City of San Diego, California, being Document No. 200104.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By *August M. Heilbron* Deputy
By Mrs. 28.

A G R E E M E N T

THIS MEMORANDUM OF AGREEMENT, made and entered into this *Eighteenth* day of June, 1926, by and between EVERETT PEET and MARY E. PEET, husband and wife, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the "Owner," and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter by virtue of the Constitution of the State of California, hereinafter referred to as the "City,"

W I T N E S S E T H:

WHEREAS, the City on or about October 5, 1925, leased from the San Dieguito Water Company, and concurrently therewith was granted by said water company an option to purchase that certain water system known and designated as the "San Dieguito Water System," which lease and option, among other properties, include the so-called "Sutherland reservoir site," which is situated on the San Dieguito River, and is the same stream as flows through the San Pasqual Valley where the Owner's lands are situated; and,

WHEREAS, the City contemplates within the near future the construction of a dam at the aforesaid reservoir site for the purpose of impounding the storm waters of the San Dieguito River and its tributaries, for the purpose of diverting said waters out of the water shed of said stream and transporting them to The City of San Diego, there to be used for domestic and irrigation purposes for the inhabitants of said city; and,

WHEREAS, there is now pending before the Division of Water Rights in the State Department of Public Works an application known as Application No. 4127, in which application one J. W. Williams, Consulting Engineer for The City of San Diego, for and on behalf of said City prays for the right to appropriate and divert for municipal uses sixty thousand (60,000) acre feet per annum from the Santa Ysabel and Black Canyon Creeks, both of which, if not so appropriated and diverted, would flow down the San Dieguito River and through the San Pasqual Valley where the natural flow of said stream is diverted for irrigation purposes; and,

WHEREAS, there is also included in said San Dieguito water system the Lake Hodges reservoir situated on said San Dieguito River below the lands of the Owner, and there is included also in said system, on which the City has an option to purchase as aforesaid, water bearing lands situated in the westerly end of the San Pasqual Valley, which lands were ac-

quired and are held for the purpose of the installation and maintenance of pumping plants during periods of dry years, by means of which said system will be able to supply its water consumers and The City of San Diego with water for domestic and irrigation purposes; and,

WHEREAS, it is to the interest of The City of San Diego to acquire the lands of the Owner situated in said San Pasqual Valley, in order that it can complete the development of said San Dieguito water system, and may appropriate and divert the waters of the San Dieguito River at the point heretofore designated as the Sutherland reservoir site; and,

WHEREAS, said development cannot be made without prejudicing the riparian rights of the Owner and/or the Owner's pumping rights by reason of the relationship of the Owner's lands to the banks of the San Dieguito River; and WHEREAS, for that reason the City is desirous of purchasing the lands of the Owner in order that it may, without prejudicing the rights of the Owner, construct a dam at the Sutherland Reservoir Site and appropriate and divert the storm waters from the San Dieguito River, and may have, without prejudicing the rights of the Owner, the right to develop pumping plants in the San Pasqual Valley and near the San Dieguito River bed and divert water from the sands and gravels of the San Pasqual Valley without prejudicing the rights of the Owner;

NOW, THEREFORE, it is MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I.

OPTION TO PURCHASE.

(a) For and in consideration of the sum of Fifty Dollars (\$50.00), which the Owner acknowledges to have received from The City of San Diego on the date of the execution of this instrument, the Owner hereby grants and gives to the City an exclusive option to purchase the lands hereinafter described for the sum of Fifty thousand Dollars (\$50,000.00).

(b) This option shall be for a period of One (1) year, and unless exercised on or before the Eighteenth day of June, 1927, or unless said option shall be renewed as hereinafter provided for, shall expire on said Eighteenth day of June, 1927, and upon the expiration of said option without its being exercised or renewed, as provided in this instrument, all rights of the said City shall cease and determine, and the City shall thereafter have no claim of any kind or nature whatsoever against the owner by reason of anything in this contract contained, and shall have no claim whatsoever against the Owner for any moneys that have been paid by the City to the Owner on account of or by reason of any provision in this contract.

(c) The City shall have the right to purchase an extension or renewal of this option for an additional period of two (2) years, beginning with the Eighteenth day of June, 1927; conditioned and provided, however, that within sixty (60) days prior to the expiration of the one-year option it shall serve upon the Owner a written notice of its intention to renew said option for such additional period of two years, and shall concurrently with the service of said notice of its intention to renew said option, as herein provided, or shall prior to the expiration of the one-year option period, pay or cause to be paid to the Owner an additional sum of Nine thousand nine hundred fifty Dollars (\$9,950.00).

(d) It is expressly understood and agreed by and between the Owner and the City that the written notice provided for in the foregoing paragraph, and the payment of said sum of Nine thousand nine hundred fifty Dollars (\$9,950.00), as therein provided is a condition precedent to the extension of said exclusive option for an additional period of two (2) years.

ARTICLE II.

DESCRIPTION OF LANDS COVERED BY THIS OPTION.

The lands which the Owner, by the terms and conditions of this contract, agrees and covenants to convey to the City upon the payments being made as herein provided, are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:

That portion of the West Half of Section Twenty-six (26) and of the North Half of the Northwest Quarter of Section Thirty-five (35), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey, described as follows:

Beginning at a point 227.5 feet South of the Quarter Section corner situated on the Section line between Sections Thirty-five (35) and Twenty-six (26), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, being marked by a flat stone 12 x 14 x 8 inches, three inches thick, marked "A" on North face; thence North 85° West 647 feet to a stone marked "B", said stone being fourteen inches long; thence South 52-1/2 feet to a stone fourteen inches long marked "C"; thence North 85° 52' West 593.5 feet to a one inch iron water pipe two feet long coated with asphalt; thence North 6° 20' East 1487.5 feet to a rock 8 x 10 x 14 inches marked "E"; thence North 13° 30' East to the intersection with the North line of the Southeast Quarter of the Northwest Quarter of Section Twenty-six (26); thence Westerly along said last mentioned line to the East line of the West half of the Northwest Quarter of said Section Twenty-six (26); thence South on the line between the East half and the West half of the Northwest Quarter of said Section Twenty-six (26) to the North line of the Southwest Quarter of Section Twenty-six (26); thence Westerly along said Quarter Section line to the West line of said Section Twenty-six (26); thence South along the Westerly line of Sections Twenty-six (26) and Thirty-five (35) to the South line of the North Half of the Northwest Quarter of said Section Thirty-five (35); thence along said line in an Easterly direction to a point 1362.8 feet from the East line of North Half of Northwest Quarter of said Section Thirty-five (35); thence North 6° 20' East to a line parallel with the line between Sections Thirty-five (35) and Twenty-six (26) and 575.8 feet South of said line; thence Easterly along said line to the East line of the North Half of the Northwest Quarter of Section Thirty-five (35); thence North along said line to the point of beginning; EXCEPTING THEREFROM that portion of the Northeast Quarter of the Northwest Quarter of said Section Thirty-five (35) lying within San Pasqual Cemetery, according to Map thereof No. 1377, filed in the office of said San Diego County, September 23, 1911.

The option hereby granted and given includes as a part of said real estate all permanent improvements such as are affixed to the land, all appurtenances, and all material things which are immovable.

ARTICLE III.

OWNER'S COVENANT TO CONVEY TITLE AND CITY'S RIGHT TO PURCHASE

(a) If the City should elect to purchase the lands hereinbefore described during this option, to-wit: within a period of one (1) year from date hereof, then the amount paid by the City to the Owner for this option shall be credited upon the purchase price.

(b) If the City should elect to purchase a renewal option for a period of two (2) years, and should exercise said option to purchase at any time during said two-year period, to-wit: at any time after the Eighteenth day of June, 1927, and before the Eighteenth day of June, 1929, it shall then be entitled to a credit on the purchase price herein fixed of the amount paid by the City to the Owner for the option, to-wit: the sum of Fifty Dollars (\$50.00), and for the renewal of said option for an additional two (2) year period, to-wit: the sum of Nine thousand nine hundred fifty dollars (\$9,950.00), making a total sum of ten thousand (\$10,000.00), to which the City shall be entitled to credit.

(c) Upon the payment of the full purchase price of said property as in this option agreed upon, the Owner covenants and agrees to execute to the City a good and sufficient deed or deeds conveying to the City the real property described herein, subject, however, to all easements and rights of way for public roads, telephone, telegraph, gas and electric line

easements, and subject also to rights of way for such canals, pipe lines and ditches as are of record at the date of the execution of this instrument.

(d) The Owner agrees to furnish to the City a certificate of title from the Southern Title Guaranty Company of the City of San Diego, or the Union Title Insurance Company of said City, as the City may elect, showing a merchantable title, subject to the encumbrances referred to in paragraph lettered "c" of this article.

ARTICLE IV.

COVENANTS UPON THE PART OF THE CITY

The City agrees, in the event it should exercise its option to purchase the lands of the Owner, under the terms and conditions of this instrument, that as a part of the consideration for said sale by the Owner to the City, the City will upon the consummation of said purchase, lease said lands to the Owner, or his assigns, for a period of fifteen (15) years from the date on which the Owner conveys the title of said lands in fee simple to the City, at a rental to be determined by the agreement of the parties, or in case of their failure to agree, by the decision of a Board of Arbitration composed of one arbitrator appointed by the two arbitrators. Said rental shall be a yearly rental, one-half thereof to be paid on the last day of June during the first year of said leasehold, and the remainder of said annual rental to be paid on the last day of December of said year; it being expressly understood and agreed that the rental shall so continue to be paid during each year of said leasehold term. It is understood that other Owners of land will execute similar agreements with the City and rentals for such lands will be determined upon a percentage of the purchase price thereof, and the percentages employed in determining such rentals shall be a basis and a guide for determining the rental between the Owner and the City.

Said lease shall be in writing and shall contain the usual covenants contained in agricultural leases, and shall provide that unless the rentals are paid as provided therein the City shall have a right, in the event of the default in any payment for a period of six (6) months, to terminate said lease.

ARTICLE IV-1/2

The City agrees in the event that it should exercise its option to purchase the lands of the Owner, under the terms and conditions of this instrument, that as a part of the consideration for said sale by said Owner to said City said Owner mentioned in this agreement shall have the rights to re-purchase or purchase back from said City said lands hereinabove described at and for the sum of twenty-five thousand dollars (\$25,000.00); reserving, however, to said City all rights to water in and to the San Dieguito River or Bernardo River, or Santa Ysabel Creek. In the event that said Owner elects to re-purchase said lands during the period of fifteen (15) years from the date on which the Owner conveys the title of said lands in fee simple to the City, at the price herein fixed, said City will convey said lands to said Owner, reserving to said City all rights to water which may be upon said land, or which may flow through, under or across said land.

It is agreed, however, that in case the Owner exercises such option to re-purchase said land or in case he leases same from the City, the deed of conveyance from the City to the Owner or said lease shall contain a provision granting to the Owner and his assigns, and to the occupants of said land, the right or privilege of using water for domestic purposes and for the use of domestic cattle and for irrigation upon said land, the Owner to be entitled to pump such water from wells or take same from the surplus waters of said streams, not being impounded by the City; it being expressly provided, however, that such right or privilege shall not be exercised, nor shall the Owner or his assigns be entitled to use said water at such times or under such circumstances as will in any manner interfere with the development of water by the City, or will deprive the City of any water or water supply needed by the City for the purposes of the water system to be constructed and maintained by the City.

ARTICLE V.

CONSTRUCTION OF SUTHERLAND DAM.

(a) It is understood by and between the Owner and the City that the City may, before it elects to exercise its option to purchase the Owner's land, as hereinbefore provided, begin the construction of the Sutherland dam, the construction of which would impound and divert from the San Dieguito River into another water shed a large portion of the storm waters that are accustomed to flow down the San Dieguito River and through the San Pasqual Valley toward the sea.

(b) It is expressly understood and agreed by and between the Owner and the City that in the event the City should commence the construction of said dam and should not exercise its option to purchase the lands of the Owner the said Owner would sustain damages, but the exact amount of said damages is not ascertainable and the parties agree that from the very nature of the case it would be impossible and/or extremely difficult to fix the actual damage, and the City therefore promises and agrees that in the event it should construct the Sutherland dam and should not exercise its option to purchase the lands of the Owner, as in this contract provided, that it will pay to said Owner the sum of Twenty-five thousand Dollars (\$25,000.00) as liquidated damages, and that said sum so determined as liquidated damages should be due and payable from the City to the Owner on the day on which the said City, not having exercised its option to purchase the Owner's land, parts with said option and loses its right to purchase the lands of the Owner, as herein provided.

(c) This obligation and promise on the part of the City to pay the aforesaid sum as liquidated damages, shall attach to and be binding upon the City upon the date on which it loses its option to purchase said lands, regardless of whether the Sutherland dam has been completed or whether water has actually been diverted.

ARTICLE VI.

CITY'S APPLICATION TO APPROPRIATE AND DIVERT WATERS OF SAN DIEGUITO RIVER.

It is understood by and between the parties that the hearing of the City's application to appropriate and divert waters from the San Dieguito River as evidenced by its Application No. 4127 now pending before the Division of Water Rights of the Department of Public Works of the State of California, together with the protest of the Owner, shall be continued from time to time by agreement of the parties and their respective attorneys, and that in the event the City elects to purchase the lands of the Owner, as herein provided, then the Owner agrees to withdraw its protest and consent to the granting of said Application No. 4127 by the Chief of the Division of Water Rights.

ARTICLE VII.

TIME IS ESSENCE

Time is hereby expressly declared to be of the essence of this contract and of each and all of the provisions thereof.

This contract shall bind the heirs, executors, administrators and assigns of the Owner.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name the day and year first above written, and the City, pursuant to an ordinance of the Common Council, duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be hereunto affixed.

EVERETT PEET
MARY E. PEET, Owner
THE CITY OF SAN DIEGO

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

I hereby approve the form of the foregoing Agreement this 17 day of January, 1927.

S. J. HIGGINS,
City Attorney of The City of San Diego.
By FRANK M. DOWNER, JR., Deputy.

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

On this 17th day of January, 1927, before me, Fred W. Sick, a Notary Public in and for the County of San Diego, State of California, personally appeared Virgilio Bruschi, John A. Held, L. C. Maire, Fred A. Heilbron and Don M. Stewart, members of the Common Council of The City of San Diego, known to me to be the persons described in and whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Everett Peet, et ux., and the City of San Diego, California, being Document No. 200105.

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

By August M. Skadstrom Deputy.

A G R E E M E N T

THIS MEMORANDUM OF AGREEMENT, made and entered into this Ninth day of June, 1926, by and between EDWARD H. WEBB and CORA BELLE WEBB, husband and wife, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the "Owner," and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholders' Charter by virtue of the Constitution of the State of California, hereinafter referred to as the "City,"

W I T N E S S E T H:

WHEREAS, the City on or about October 5, 1925, leased from the San Dieguito Water Company, and concurrently therewith was granted by said water company an option to purchase that certain water system known and designated as the "San Dieguito Water System," which lease and option, among other properties, include the so-called "Sutherland Reservoir Site," which is situated on the San Dieguito River, and is the same stream as flows through the San Pasqual Valley where the Owner's lands are situated; and

WHEREAS, the City contemplates within the near future the construction of a dam at the aforesaid reservoir site for the purpose of impounding the storm waters of the San Dieguito River and its tributaries, for the purpose of diverting said waters out of the watershed of said stream and transporting them to The City of San Diego, thereto be used for domestic and irrigation purposes for the inhabitants of said City; and

WHEREAS, there is now pending before the Division of Water Rights in the State Department of Public Works an application known as Application No. 4127, in which application one J. W. Williams, Consulting Engineer for the City of San Diego, for and on behalf of said City prays for the right to appropriate and divert for municipal uses sixty thousand (60,000) acre feet per annum from the Santa Ysabel and Black Canyon Creeks, both of which are tributary to the San Dieguito River, and the water of which, if not so appropriated and diverted, would flow down the San Dieguito River and through the San Pasqual Valley where the natural flow of said stream is diverted for irrigation purposes; and

WHEREAS, there is also included in said San Dieguito Water System the Lake Hodges reservoir situated on said San Dieguito River below the lands of the Owner, and there is included also in said system, on which the City has an option to purchase as aforesaid, water-bearing lands situated in the westerly end of the San Pasqual Valley, which lands were acquired and are held for the purpose of the installation and maintenance of pumping plants during periods of dry years, by means of which said system will be able to supply its water consumers and the City of San Diego with water for domestic and irrigation purposes; and

WHEREAS, it is to the interest of the City of San Diego to acquire the lands of the Owner situated in said San Pasqual Valley, in order that it can complete the development of said San Dieguito Water System, and may appropriate and divert the waters of the San Dieguito River at the point heretofore designated as the Sutherland reservoir site; and

WHEREAS, said development cannot be made without prejudicing the riparian rights of the Owner and/or the Owner's pumping rights by reason of the relationship of the Owner's lands to the banks of the San Dieguito River; and

WHEREAS, for that reason the City is desirous of purchasing the lands of the Owner in order that it may, without prejudicing the rights of the Owner, construct a dam at the Sutherland reservoir site and appropriate and divert the storm waters from the San Dieguito River, and may have, without prejudicing the rights of the Owner, the right to develop pumping plants in the San Pasqual Valley and near the San Dieguito River bed and divert water from the sands and gravels of the San Pasqual Valley without prejudicing the rights of the Owner;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I.

OPTION TO PURCHASE

(a) For and in consideration of the sum of Fifty Dollars (\$50.00), which the Owner acknowledges to have received from The City of San Diego on the date of the execution of this instrument, the Owner hereby grants and gives to the City an exclusive option to purchase the lands hereinafter described for the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00).

(b) This option shall be for a period of One (1) year, and unless exercised on or before the Ninth day of June, 1927, or unless said option shall be renewed as hereinafter provided for, shall expire on said Ninth day of June, 1927, and upon the expiration of said option without its being exercised or renewed, as provided in this instrument, all rights of the said City shall cease and determine, and the City shall thereafter have no claim of any kind or nature whatsoever against the owner by reason of anything in this contract contained.

and shall have no claim whatsoever against the Owner for any moneys that have been paid by the City to the Owner on account of or by reason of any provision in this contract.

(c) The City shall have the right to purchase an extension or renewal of this option for an additional period of two (2) years, beginning with the Ninth day of June, 1927; conditioned and provided, however, that within sixty (60) days prior to the expiration of the one-year option it shall serve upon the Owner a written notice of its intention to renew said option for such additional period of two (2) years, and shall concurrently with the service of said notice of its intention to renew said option, as herein provided, or shall prior to the expiration of the one-year option period, pay or cause to be paid to the Owner an additional sum of forty-nine thousand nine hundred fifty dollars (\$49,950.00).

(d) It is expressly understood and agreed by and between the Owner and the City that the written notice provided for in the foregoing paragraph, and the payment of said sum of Forty-nine thousand nine hundred fifty Dollars (\$49,950.00), as therein provided is a condition precedent to the extension of said exclusive option for an additional period of two years.

ARTICLE II.

DESCRIPTION OF THE LANDS COVERED BY THIS OPTION

The lands which the Owner, by the terms and conditions of this contract, agrees and covenants to convey to the City upon the payments being made as herein provided, ~~are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:~~ are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:

The East Half of the Southwest quarter and the Southwest Quarter of the Southeast Quarter of Section Twenty-seven (27), and the Northwest Quarter of the Northeast Quarter of Section Thirty-four (34), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian.

Also, that portion of Sections Thirty-three (33) and Thirty-four (34), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, described as follows: Beginning at the Northwest corner of Section Thirty-four (34), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, and running South 0° 51' East 2613.20 feet along the West line of the Northwest Quarter of said Section Thirty-four (34) to a point in the middle of the County Highway; thence South 85° 06' West 728.60 feet along middle of said highway; thence South 70° 50' West 286.20 feet along middle of said highway; thence South 68° 35' West 330.37 feet along middle of said highway to a point on the West line of the Northeast Quarter of the Southeast Quarter of Section Thirty-three (33), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian; thence South 00° 51' West 1105.54 feet along the west line of said Northeast Quarter of the Southeast Quarter to the North line of the Southwest Quarter of the Southeast Quarter of said Section Thirty-three (33); thence South 89° 09' West 519.60 feet along said North line to a point; thence south 45° 08' East 735.50 to a point; thence South 70° 19' East 226.00 feet to a point; thence North 65° 25' East 415.80 feet to a point; thence North 53° 32' East 887.80 feet to a point; thence North 40° 54' East 1740 feet to a point; thence North 20° 40' West 172.00 feet to a point in the middle of the County Highway; thence south 88° 20' East 106.09 feet along middle of said highway to a point; thence North 56° 10' East 630.36 feet along middle of said highway to a point; thence North 42° 00' East 161.10 feet along middle of said highway to a point; thence North 54° 10' East 326.80 feet along middle of said Highway to a point; thence North 67° 00' East 679.20 feet along middle of said highway to a point on the East line of the Northwest Quarter of Section Thirty-four (34); thence in a northerly direction along said East line of the Northwest Quarter to the Northeast corner thereof; thence along the North line of said Northwest Quarter to point of beginning; EXCEPTING therefrom that portion thereof conveyed by E. H. Webb and Cora B. Webb, husband and wife, to San Pasqual Union School District by deed recorded in Book 789, page 44, of Deeds, described as follows: Beginning at an iron pipe that marks the intersection of the Northerly line of the County Boulevard with the line between Sections Thirty-three (33) and Thirty-four (34), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, and running North 0° 53' West along the line between said Sections Thirty-three (33) and Thirty-four (34), 628 feet; thence North 89° 07' East 110 feet; thence South 0° 53' East 268.5 feet; thence South 73° 07' West 95.7 feet; thence South 0° 53' East 315.2 feet; thence South 45° 53' East 19.3 feet; thence South 81° 27' West 32 feet to the point of beginning. Also EXCEPTING therefrom that portion thereof lying within the Southeast Quarter of the Northeast Quarter of said Section Thirty-three (33).

Also, those portions of Sections Thirty-three (33) and Thirty-four (34), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, described as follows:

(a) Beginning at the Northeast corner of Section Thirty-four (34), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, said corner being marked by a 3/4 inch pipe in rock mound; thence South 1° 35' 30" East along the East line of said Section Thirty-four (34) a distance of 1438.1 feet to a point in the middle of the bed of the Bernardo River; thence South 45° 18' 30" West 1722.3 feet; thence South 50° 29' 30" West 337.3 feet; thence South 53° 40' 30" West 200.9 feet; thence South 57° 16' 30" West 286.7 feet; thence South 62° 37' West 298.6 feet; thence South 65° 34' West 338.1 feet; thence South 72° 08' 30" West 167.2 feet; thence South 72° 51' 30" West 141.7 feet; thence South 76° 37' West 188.7 feet; thence South 78° 03' 30" West 235.8 feet; thence South 86° 20' 30" West 263.5 feet; thence South 89° 06' West 1554.6 feet to a point on the Southeasterly line of the land conveyed by H. J. Myers and Cordelia C. Myers to E. H. Webb by deed dated August 27, 1915 and recorded in Book 688, page 237, of Deeds; thence along the land so conveyed to Webb North 40° 54' East 1348.0 feet to a point; thence North 20° 40' West 172.0 feet to a point on the center line of the County Highway; thence along the center line of said County Highway according to the following described courses: South 88° 20' East 106.1 feet; thence North 56° 10' East 630.36 feet; thence North 42° 00' East 161.1 feet; thence North 54° 10' East 326.8 feet; thence North 67° 00' East 580.9 feet to a point on the East line of the Northwest Quarter of said Section Thirty-four (34); thence North 1° 09' West along the said East line of the Northwest Quarter of Section Thirty-four (34) a distance of 122.5 feet to a point; thence North 89° 43' 30" East 1322.1 feet to a point on the West line of the East Half of the Northeast Quarter of said Section Thirty-four (34); thence North 1° 23' West along the said West line of the East Half of the Northeast Quarter of Section Thirty-four (34), a distance of 1439.0 feet to the Northwest corner of the said East Half of the Northeast Quarter of said Section Thirty-four (34); thence North 89° 32' East along the North line of said Section Thirty-four (34), a distance of 1315.0 feet to the point or place of beginning;

(b) Beginning at a point on the West line of the Southeast Quarter of the Southeast Quarter of Section Thirty-three (33), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, which bears South 0° 51' East 528.8 feet from the Northwest corner of the said Southeast Quarter of the Southeast Quarter of Section Thirty-three (33); thence South 70° 19' East 219.8 feet; thence North 65° 25' East 415.8 feet; thence North 53° 32' East 43.7 feet; thence South 0° 52' East 280.7 feet; thence South 89° 46' West 622.1 feet to a point on the West line of the Southeast Quarter of the Southeast Quarter of said Section Thirty-three (33); thence North 0° 51' West 157.7 feet to the point or place of beginning;

(c) Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section Thirty-three (33), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian; thence East along the North line of said Southwest Quarter of the Southeast Quarter of Section Thirty-three (33) to a point which bears South 89° 09' West 519.6 feet from the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence

South 45° 08' East 735.5 feet; thence South 70° 19' East 6.2 feet to a point on the East line of said Southwest Quarter of the Southeast Quarter; thence South 0° 51' East along the said East line of said Southwest Quarter of the Southeast Quarter a distance of 157.7 feet; thence West 1320 feet to a point on the West line of said Southwest Quarter of the Southeast Quarter; thence North 660 feet to point or place of beginning;

Also, all that portion of Sections Thirty-three (33) and Thirty-four (34) in Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, described as follows: Commencing at the Southeast corner of said Section Thirty-four (34); thence North 1° 35' 30" West along the East line of said Section Thirty-four (34) a distance of 4003.1 feet to a point in the middle of the bed of the Bernardo River and the juncture of the East line of the land herein described with the East line of that certain tract of land conveyed by Henry J. Myers and wife to E. H. Webb by deed dated April 4, 1917, recorded in Book 734, page 89, of Deeds in the office of the County Recorder of said San Diego County; thence following the Southerly boundary line of the lands conveyed to Webb as aforesaid by the following described courses: South 45° 18' 30" West 1722.3 feet; thence South 50° 29' 30" West 337.3 feet; thence South 53° 40' 30" West 200.9 feet; thence South 57° 16' 30" West 286.7 feet; thence South 62° 37' West 298.6 feet; thence South 65° 34' West 338.1 feet; thence South 72° 08' 30" West 167.2 feet; thence South 72° 51' 30" West 141.7 feet; thence South 76° 37' West 188.7 feet; thence South 78° 03' 30" West 235.8 feet; thence South 86° 20' 30" West 263.5 feet; thence South 89° 06' West 1554.6 feet to a point, said point being the intersection of the Southerly boundary of the tract of land conveyed by Henry J. Myers and wife to E. H. Webb as aforesaid with the Southeasterly boundary line of that certain tract of land conveyed by the said Henry J. Myers and wife to the said E. H. Webb by deed dated August 27, 1915, recorded in Book 688, page 237, of Deeds; thence South 40° 54' West along the Southeasterly line of the tract of land conveyed to E. H. Webb last above mentioned, 392.2 feet to a point; thence South 53° 32' West 844.1 feet to a point; thence South 0° 52' East 280.7 feet to a 3"x4"x30" redwood stake; thence North 89° 47' East 685.5 feet to a point on the West line of said Section Thirty-four (34), said point being located North 0° 51' West 701.8 feet from the Southwest corner of said Section Thirty-four (34); thence North 89° 46' East 2660 feet to a point on the West line of the Southeast Quarter of said Section Thirty-four (34); thence South 1° 09' East along the said West line of the Southeast Quarter, 718.6 feet to a point on the South line of said Section Thirty-four (34); thence South 89° 51' 30" East along the south line of said Section Thirty-four (34), 2679.1 feet to a point or place of beginning; EXCEPTING THEREFROM the Southeast Quarter of the Southeast Quarter of said Section Thirty-four (34);

Also, that portion of the Southwest Quarter of the Northeast Quarter of Section Thirty-four (34), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, described as follows: Beginning at the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section Thirty-four (34), which said point bears South 1° 09' East 1352.7 feet from the Northwest corner of said Northeast Quarter of said Section Thirty-four (34); thence North 89° 43' 30" East along the North line of said Southwest Quarter of the Northeast Quarter of Section Thirty-four (34), a distance of 1321.9 feet to the northeast corner thereof; thence South 1° 23' East along the East line of said Southwest Quarter of the Northeast Quarter of said Section Thirty-four (34), a distance of 82.8 feet to a point; thence South 89° 43' 30" West along the North line of the land conveyed by Henry J. Myers and wife to E. H. Webb by Deed Dated April 4, 1917, recorded in Book 734, page 89, of Deeds, a distance of 1322.1 feet to the West line of the Northeast Quarter of said Section Thirty-four (34); thence North 1° 09' West along the said West line of the Northeast Quarter of Section Thirty-four (34) a distance of 82.8 feet to point of beginning;

Also, the Southeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 35, Township 12 South, Range 1 West, San Bernardino Meridian.

Also, that portion of the South Half of Northwest Quarter of Section Thirty-five (35), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey, described as follows: Commencing at the Northwest corner of the South Half of Northwest Quarter of Section Thirty-five (35) Township Twelve (12) South, Range One (1) West, San Bernardino Meridian; thence East 80 rods; thence South 25 rods; thence West 80 rods; thence North 25 rods to place of commencement.

Provided, however, that there is hereby reserved to the grantors, Edward H. Webb and Cora Belle Webb, and their heirs, executors, administrators, successors and assigns, a right of way, ~~feet in width, for a pipe across~~ line, for the purpose of diverting any stream flow or seepage that may be available, said right of way to run in a northeasterly and southwesterly direction following the general location of the County highway through said property, and extending from the easterly boundary to the westerly boundary of the hereinabove described land.

The option hereby granted and given includes as a part of said real estate, all permanent improvements such as are affixed to the land, all appurtenances and all material things which are immovable.

ARTICLE III.

OWNER'S COVENANT TO CONVEY TITLE AND CITY'S RIGHT TO PURCHASE.

(a) If the City should elect to purchase the lands hereinbefore described during this option, to-wit: within a period of one (1) year from date hereof, then the amount paid by the City to the Owner for this option shall be credited upon the purchase price.

(b) If the City should elect to purchase a renewal option for a period of two (2) years, and should exercise said option to purchase at any time during said two-year period, to-wit: at any time after the Ninth day of June, 1927, and before the Ninth day of June, 1929, it shall then be entitled to a credit on the purchase price herein fixed of the amount paid by the City to the Owner for the option, to-wit: the sum of fifty dollars (\$50.00), and for the renewal of said option for an additional two (2) year period, to-wit: the sum of forty-nine thousand nine hundred fifty dollars (\$49,950.00), making a total sum of fifty thousand dollars (\$50,000.00), to which the City shall be entitled to credit.

(c) Upon the payment of the full purchase price of said property as in this option agreed upon, the Owner covenants and agrees to execute to the City a good and sufficient deed or deeds conveying to the City the real property described herein, subject, however, to all easements and rights of way for public roads, telephone, telegraph, gas and electric line easements, and subject also to rights of way for such canals, pipe lines and ditches as are of record at the date of the execution of this instrument.

(d) The Owner agrees to furnish to the City a certificate of title from the Southern Title Guaranty Company, of the City of San Diego, or the Union Title Insurance Company, of said City, as the City may elect, showing a merchantable title, subject to the encumbrances referred to in paragraph lettered "c" of this article.

ARTICLE IV.

CONSTRUCTION OF SUTHERLAND DAM.

(a) It is understood by and between the Owner and the City that the City may, before it elects to exercise its option to purchase the Owner's land, as hereinbefore provided, begin the construction of the Sutherland dam, the construction of which would impound and divert from the San Dieguito River into another watershed a large portion of the storm waters that are accustomed to flow down the San Dieguito River and through the San Pasqual Valley toward the sea.

(b) It is expressly understood and agreed by and between the Owner and the City that in the event the City should commence the construction of said dam and should not exercise its option to purchase the lands of the Owner the said Owner would sustain damages, but the exact amount of said damages is not ascertainable and the parties agree that from the very nature of the case it would be impossible and/or extremely difficult to fix the actual damage, and the City therefore promises and agrees that in the event it should construct the Sutherland dam and should not exercise its option to purchase the lands of the Owner, as in this contract provided, that it will pay to said Owner the sum of One hundred twenty-five thousand Dollars (\$125,000.00) as liquidated damages, and that said sum so determined as liquidated damages shall be due and payable from the City to the Owner on the day on which the said City, not having exercised its option to purchase the Owner's land, parts with said option and loses its right to purchase the lands of the Owner, as herein provided.

(c) This obligation and promise on the part of the City to pay the aforesaid sum as liquidated damages, shall attach to and be binding upon the City upon the date on which it loses its option to purchase said lands, regardless of whether the Sutherland dam has been completed or whether water has actually been diverted.

ARTICLE V.

CITY'S APPLICATION TO APPROPRIATE AND DIVERT WATERS OF SAN DIEGUITO RIVER.

It is understood by and between the parties that the hearing of the City's application to appropriate and divert waters from the San Dieguito River as evidenced by its Application No. 4127 now pending before the Division of Water Rights of the Department of Public Works of the State of California, together with the protest of the Owner, shall be continued from time to time by agreement of the parties and their respective attorneys, and that in the event the City elects to purchase the lands of the Owner, as herein provided, then the Owner agreed to withdraw its protest and consent to the granting of said Application No. 4127 by the Chief of the Division of Water Rights.

ARTICLE VI.

TIME IS ESSENCE

Time is hereby expressly declared to be of the essence of this contract and of each and all of the provisions thereof.

This contract shall bind the heirs, executors, administrators and assigns of the Owner.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name the day and year first above written, and the City, pursuant to an ordinance of the Common Council, duly and regularly adopted, has caused this Agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the Seal of the City to be hereunto affixed.

EDWARD H. WEBB
CORA BELLE WEBB

Owner.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Agreement, this 8th day of June, 1926.
S. J. HIGGINS, City Attorney.

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

On this 17th day of January, 1927, before me, Fred W. Sick, a Notary Public in and for the County of San Diego, State of California, personally appeared Virgilio Bruschi, John A. Held, L. C. Maire, Fred A. Heilbron and Don M. Stewart, members of the Common Council of The City of San Diego, known to me to be the persons described in and whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

FRED W. SICK, Deputy.

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

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, between Edward H. Webb, et ux., and the City of San Diego, being Document No. 200106.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Heilbron* Deputy.

AGREEMENT FOR TRAFFIC SERVICE

BETWEEN

THE CITY OF SANDIEGO & BYERS TRAFFIC CORPORATION.

THIS AGREEMENT, made and entered into ~~the~~ THE CITY OF SANDIEGO, STATE OF California, on the 14th day of February, 1927, between BYERS TRAFFIC CORPORATION, a corporation, 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:

(1) 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.

(2) 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.

(3) 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 per cent. (50%) of the amount or amounts so recovered.

(4) 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 ending December 31st, 1927; 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.

(5) That this transaction involves no expense whatever to the party of the second part, except as hereinbefore described.

(6) That the terms of this agreement shall be binding on all parties hereto and shall remain in force for a period ending December 31st, 1927.

IN WITNESS WHEREOF, said party of the first part has caused this instrument to be executed by its proper officers, thereunto duly authorized, and 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 and on behalf of said The City of San Diego, in pursuance of a resolution authorizing such execution, the day and year first hereinabove written.

BYERS TRAFFIC CORP.

BY CHAS. J. GAMBLE Party of the first part.
THE CITY OF SAN DIEGO.

BY Virgilio BRUSCHI
JNO. A. HELD
FRED A. HEILBRON
L. C. MAIRE.
DON M. STEWART
Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By ERIC W. ROSE, Deputy.

By I hereby approve the form of the foregoing Agreement this 27th day of February, 1927.

S. J. HIGGINS,

City Attorney of The City of San Diego.

By ERIC W. ROSE, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, between BYERS TRAFFIC CORP. and the CITY OF SAN DIEGO, being Document No. 201124.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

AGREEMENT?

THIS MEMORANDUM OF AGREEMENT, MADE and entered into this 15th day of June, 1926, by and between _____ C. G. MARCHUS

residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the "OWNER," and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter by virtue of the Constitution of the State of California, hereinafter referred to as the "City,"

WITNESSETH:

WHEREAS, the City on or about October 5, 1925, leased from the San Dieguito Water Company, and concurrently therewith was granted by said water company an option to purchase that certain water system known and designated as the "San Dieguito Water System", which lease and option, among other properties, include the so-called "Sutherland reservoir site," which is situated on the San Dieguito River, and is the same stream as flows through the San Pasqual Valley where the Owner's lands are situated; and,

WHEREAS, the City contemplates within the near future the construction of a dam at the aforesaid reservoir site for the purpose of impounding the storm waters of the San Dieguito River and its tributaries, for the purpose of diverting said waters out of the water shed of said stream and transporting them to The City of San Diego, there to be used for domestic and irrigation purposes for the inhabitants of said city; and,

WHEREAS, there is now pending before the Division of Water Rights in the State Department of Public Works an application known as Application No. 4127, in which application one J. W. Williams, Consulting Engineer for The City of San Diego, for and on behalf of said City prays for the right to appropriate and divert for municipal uses sixty thousand (60,000) acre feet per annum from the Santa Ysabel and Black Canyon Creeks, both of which, if not so appropriated and diverted, would flow down the San Dieguito River and through the San Pasqual Valley where the natural flow of said stream is diverted for irrigation purposes; and,

WHEREAS, there is also included in said San Dieguito water system the Lake Hodges reservoir situated on said San Dieguito River below the lands of the Owner, and there is included also in said system, in which the City has an option to purchase as aforesaid, water bearing lands situated in the westerly end of the San Pasqual Valley, which lands were acquired and are held for the purpose of the installation and maintenance of pumping plants during periods of dry years, by means of which said system will be able to supply its water consumers and The City of San Diego with water for domestic and irrigation purposes; and,

WHEREAS, it is to the interest of The City of San Diego to acquire the lands of the Owner situated in said San Pasqual Valley, in order that it can complete the development of said San Dieguito water system, and may appropriate and divert the waters of the San Dieguito River at the point heretofore designated as the Sutherland reservoir site; and,

WHEREAS, said development cannot be made without prejudicing the riparian rights of the Owner and/ or the Owner's pumping rights by reason of the relationship of the Owner's lands to the banks of the San Dieguito River; and,

WHEREAS, for that reason the City is desirous of purchasing the lands of the Owner in order that it may, without prejudicing the rights of the Owner, construct a dam at the Sutherland Reservoir Site and appropriate and divert the storm waters from the San Dieguito River, and may have, without prejudicing the rights of the Owner, the right to develop pumping plants in the San Pasqual Valley and near the San Dieguito River bed and divert water from the sands and gravels of the San Pasqual Valley without prejudicing the rights of the Owner;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS;

ARTICLE 1.

OPTION TO PURCHASE.

(a) For and in consideration of the sum of Fifty Dollars (\$50.00), which the Owner acknowledges to have received from The City of San Diego on the date of the execution of this instrument the Owner hereby grants and gives to the City an exclusive option to purchase the lands hereinafter described for the sum of Sixty thousand-- Dollars (\$60,000.00)

(b) This option shall be for a period of One (1) year, and unless exercised on or before the 15th day of June, 1927, or unless said option shall be renewed as hereinafter provided for, shall expire on said 15th day of June, 1927, and upon the expiration of said option without its being exercised or renewed, as provided in this instrument, all rights of the said City shall cease and determine, and the City shall thereafter have no claim of any kind or nature whatsoever against the owner by reason of anything in this contract contained, and shall have no claim whatsoever against the Owner for any moneys that have been paid by the City to the Owner on account of or by reason of any provision in this contract.

(c) The City shall have the right to purchase an extension or renewal of this option for an additional period of two (2) years, beginning with the 15th day of June, 1927; conditioned and provided, however, that within sixty (60) days prior to the expiration of the one-year option it shall serve upon the Owner a written notice of its intention to renew said option for such additional period of two years, and shall concurrently with the service of said notice of its intention to renew said option, as herein provided, ~~or shall prior to renew said option, as herein provided,~~ or shall prior to the expiration of the one-year option period, pay or cause to be paid to the Owner an additional sum of Eleven thousand nine hundred fifty Dollars (\$ 11,950.00)

(d) It is expressly understood and agreed by and between the Owner and the City that the written notice provided for in the foregoing paragraph, and the payment of said sum of Eleven thousand nine hundred fifty Dollars (\$11,950.00), as therein provided is a condition precedent to the extension of said exclusive option for an additional period of two (2) years.

ARTICLE II.

DESCRIPTION OF LANDS COVERED BY THIS OPTION.

The lands which the Owner, by the terms and conditions of this contract, agrees and covenants to convey to the City upon the payments being made as herein provided, are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:

That portion of the East Half of the Northeast Quarter of Section Thirty-five (35), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, County of San Diego, State of California, according to United States Government Survey, described as follows;

Commencing at the Northeast corner of Section Thirty-five (35) Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, County of San Diego, State of California; thence South along the East line of said Section 76 rods; thence at right angles West 20 rods; thence at right angles South 24 rods; thence at right angles West 60 rods; thence at right angles North 100 rods; thence at right angles East 80 rods along the North line of said Section to the point of commencement; ~~EXCEPTING THEREFROM~~ that portion thereof described as follows; Commencing at a point on the East line of said Section Thirty-five (35), four rods North of the Southeast corner of Northeast Quarter of Northeast Quarter of said Section; thence North along said Section line a distance of 51-1/2 feet; thence Westerly bearing slightly South a distance of 20 rods to a point, 36-3/4 feet North of the North of the Northwest corner of the land conveyed by Henry Johnson to Marion L. McKibben by deed recorded in Book 179, Page 398 of Deeds; thence South 36 3/4 feet to the Northwest corner of the land so conveyed to McKibben; thence along the land so conveyed to McKibben East 20 rods to the point of beginning;

Also, the Northwest Quarter of Section Thirty-six (36), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey, ~~EXCEPTING THEREFROM~~ that portion thereof conveyed by Henry Johnson and Florence Johnson to J. P. Norton by deed dated February 1, 1897, and recorded in Book 260, Page 70 of Deeds, described as follows; Commencing at the Southwest corner of the Northwest Quarter of Section Thirty-six (36) Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, thence East and over the mountain to the base of mountain on the East side near the river; thence Northerly following the base of said mountain to the middle of the river; thence along the middle of the river to a point where the San Pasqual Irrigation Ditch begins; Thence Southerly along the middle of the County Road at the base of the mountain to a point where the road forks and crosses the ditch; thence due West along the middle of the road to the West line of Section Thirty-six (36); thence South along said Section line to the place of beginning; also ~~EXCEPTING THEREFROM~~ that portion thereof conveyed by Henry Johnson and Florence Johnson to Peter Georgeson, by deed dated August 6, 1900, and recorded in Book 292, Page 295 of Deeds, records of said County, described as follows; Beginning at the Northwest corner of Section Thirty-six (36) Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, thence running South 96 rods; thence at right angles East 47 rods, 6 feet and 6 inches; thence at right angles North 96 rods; thence at right angles West 47 rods, 9 feet and 6 inches to the place of beginning.

The option hereby granted and given includes as a part of said real estate all permanent improvements, such as are affixed to the land, all appurtenances and all material things which are immovable.

ARTICLE III.

OWNER'S COVENANT TO CONVEY TITLE AND CITY'S RIGHT TO PURCHASE.

(a) If the City should elect to purchase the lands hereinbefore described during this option, to-wit; within a period of one (1) year from date hereof, then the amount paid by the City to the Owner for this option shall be credited upon the purchase price.

(b) If the City should elect to purchase a renewal option for a period of two (2) years, and should exercise said option to purchase at any time during said two-year period, to wit; at any time after the 15th day of June, 1927, and before the 15th day of June, 1929, it shall then be entitled to a credit on the purchase price herein fixed of the amount paid by The City to the Owner for the option, to-wit; the sum of Fifty Dollars (\$50.00), and for the renewal of said option for an additional two (2) Year Period, to-wit; the sum of Eleven thousand nine hundred fifty dollars (\$11,950.00), making a total sum of twelve thousand dollars, (\$12,000.00,) to which the City shall be entitled to credit.

(c) Upon the payment of the full purchase price of said property as in this option agreed upon, the Owner covenants and agrees to execute to the city a good and sufficient deed or deeds conveying to the City the real property described herein, subject, however, to all easements and rights of way for public roads, telephone, telegraph, gas and electric line easements, and subject also to rights of way for such canals, pipe lines and ditches as are of record at the date of the execution of this instrument.

(d) The Owner agrees to furnish to the City a Certificate of title from the Southern Title Guaranty Company of the City of San Diego, or the Union Title Insurance Company of said City, as the City may elect, showing a merchantable title, subject to the encumbrances referred to in paragraph lettered "c" of this article.

ARTICLE IV.

COVENANTS UPON THE PART OF THE CITY.

The City agrees, in the event it should exercise its option to purchase the lands of the Owner under the terms and conditions of this instrument, that as a part of the consideration for said sale by the Owner to the City, the City will upon the consummation of said purchase, lease said lands to the Owner or his assigns for a period of fifteen (15) years from the date on which the Owner conveys the title of said lands in fee simple to the City, at a rental to be determined by the agreement of the parties, or in case of their failure to agree, by the decision of a Board of Arbitration composed of one arbitrator appointed by the City, one arbitrator appointed by the Owner, and a third appointed by the two arbitrators. Said rental shall be yearly rental, one half thereof to be paid on the last day of June during the first year of said leasehold, and the remainder of said annual rental to be paid on the last day of December of said year; it being expressly understood and agreed that the rental shall so continue to be paid during each year of said leasehold term. It is understood that other Owners of land will execute similar agreements with the City and rentals for such lands will be determined upon a percentage of the purchase price thereof, and the percentages employed in determining such rentals shall be a basis and a guide for determining the rental between the Owner and the City.

Said lease shall be in writing and shall contain the usual covenants contained in agricultural leases, and shall provide that unless the rentals are paid as provided therein the City shall have a right, in the event of the default in any payment for a period of six (6) months, to terminate said lease.

ARTICLE V.

The City agrees in the event that it should exercise its option to purchase the lands of the OWNER, under the terms and conditions of this instrument, that as a part of the consideration for said sale by said Owner to said City said Owner mentioned in this agreement shall have the right to re-purchase or purchase back from said City said land hereinabove described at and for the sum of Thirty thousand dollars (\$30,000.00); reserving, however, to said City all rights to water in and to the San Dieguito River or Bernardo River, or Santa Ysabel Creek. In the event that said Owner elects to re-purchase said lands during the period of fifteen (15) years from the date on which the Owner conveys the title of said lands in fee simple to the City, at the price herein fixed, said City will convey said lands to said Owner, reserving to said City all rights to water which may be upon said land, or which may flow through, under or across said land.

ARTICLE VI.

CONSTRUCTION OF SUTHERLAND DAM.

(a) It is understood by and between the Owner and the City that the City may, before it elects to exercise its option to purchase the Owner's land, as hereinbefore provided, begin the construction of the Sutherland dam, the construction of which would impound and divert from the San Dieguito River into another water shed a large portion of the storm waters that are accustomed to flow down the San Dieguito River and through the San Pasqual Valley toward the sea.

(b) It is expressly understood and agreed by and between the Owner and the City that in the event the City should commence the construction of said dam and should not exercise its option to purchase the lands of the Owner the said Owner would sustain damages, but the exact amount of said damages is not ascertainable and the parties agree that from the very nature of the case it would be impossible and/or extremely difficult to fix the actual damage, and the City therefore promises and agrees that in the event it should construct the Sutherland dam and should not exercise its option to purchase the lands of the Owner, as in this contract provided, that it will pay to said Owner the sum of Thirty thousand--- Dollars (\$30,000.00) as liquidated damages, and that said sum so determined as liquidated damages, shall be due and payable from the City to the Owner on the day on which the said City, not having exercised its option to purchase the Owner's land, parts with said option and loses its right to purchase the lands of the Owner, as herein provided.

(c) This obligation and promise on the part of the City to pay the afore-said sum as liquidated damages, shall attach to and be binding upon the City upon the date on which it loses its option to purchase said lands, regardless of whether the Sutherland dam has been completed or whether water has actually been diverted.

ARTICLE VII.

CITY'S APPLICATION TO APPROPRIATE
AND DIVERT WATERS OF SAN DIEGUITO
RIVER.

It is understood by and between the parties that the hearing of the City's application to appropriate and divert waters from the San Dieguito River as evidenced by its Application No. 4127 now pending before the Division of Water Rights of the Department of Public Works of the State of California, together with the protest of the Owner, shall be continued from time to time by agreement of the parties and their respective attorneys, and that in the event the City elects to purchase the lands of the Owner, as herein provided, then the Owner agrees to withdraw its protest and consent to the granting of said Application No. 4127 by the Chief of the Division of Water Rights.

ARTICLE VIII.

TIME IS ESSENCE

Time is hereby expressly declared to be of the essence of this contract and of each and all of the provisions thereof.
This contract shall bind the heirs, executors, administrators and assigns of the Owner.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name the day and year first above written, and the City, pursuant to an ordinance of the Common Council, duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be hereunto affixed.

C. G. MARCHUS
Owner.
THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JOHN A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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 17 day of January, 1927.

S. J. HIGGINS
City Attorney of The City of San Diego.
By FRANK M. DOWNER, JR.
Deputy.

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

On this 17th day of January, 1927, before me, Fred W. Sick, a Notary Public in and for the County of San Diego, State of California, personally appeared Virgilio Bruschi, John A. Held, L. C. Maire, Fred A. Heilbron and Don M. Stewart, members of the Common Council of The City of San Diego, known to me to be the persons described in and whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

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

(SEAL)
RECORDED AT REQUEST OF City Clerk Feb. 4 1927 at 10 o'clock A.M., In Book No. 1294
Page 455 of Deeds, Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, between C. G. Marchus and the City of San Diego, being Document No. 200107.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California
By *August M. Hadstrom* Deputy.
By Mrs. B.

MATERIAL AND LABOR BOND

See Page 107 of this Book

KNOW ALL MEN BY THESE PRESENTS, That WESTERN PIPE AND STEEL COMPANY, OF CALIFORNIA, a corporation, as Principal, and _____, 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 Four hundred seventy-five thousand Dollars(\$475,000.00), 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 _____ day of May, 1926.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named WESTERN PIPE AND STEEL COMPANY OF CALIFORNIA,, 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 (excepting the excavation work and backfilling work), necessary or incidental to the construction and completion of, and the installation and maintenance thereof for a period of one year after the completion of said contract, and to build, erect, construct, install, complete, and maintain for a period of one year from the date of the completion of the said work, a thirty-six inch lock-bar steel water pipe line or conduit from the University Heights Reservoir, in The City of San Diego, to Lakeside in the County of San Diego, State of California, together with the necessary bends, manholes, air valves, blow-offs, stop valves, and all necessary appurtenances;

In accordance with the plans and 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 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:

ATTEST: _____ Principal.

ATTEST: _____ Surety.

By _____

I hereby approve the form of the within Bond, this _____ day of _____, 192_____

City Attorney.

By _____
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this _____ day of _____, 192_____

Members of the Common Council.

ATTEST: _____

City Clerk.

Deputy.

KNOW ALL MEN BY THESE PRESENTS, That WESTERN PIPE AND STEEL COMPANY OF CALIFORNIA, a corporation, as Principal and a corporation organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two Hundred Thirty-seven Thousand, Five Hundred Dollars (\$237,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of May, 1926

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 (excepting the excavation work and backfilling work), necessary or incidental to the construction and completion of, and the installation and maintenance thereof for a period of one year after the completion of said contract, and to build, erect, construct, install, complete, and maintain for a period of one year from the date of the completion of the said work, a thirty-six inch lock-bar steel water pipe line or conduit from the University Heights Reservoir, in The City of San Diego, to Lakeside in the County of San Diego, State of California, together with the necessary bends, manholes, air valves, blow-offs, stop valves, and all necessary appurtenances; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

Principal

Surety.

By _____

ATTEST:

I hereby approve the form of the within Bond, this _____ day of _____, 192_____

City Attorney.
By _____
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this _____ day of _____, 192____

ATTEST:

By _____ City Clerk.

Deputy.
Members of the Common Council.

KNOW ALL MEN BY THESE PRESETS, That WESTERN PIPE AND STEEL COMPANY OF CALIFORNIA, a corporation, as Principal and a corporation organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED THOUSAND Dollars, (\$100,000.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of May, 1926

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 (excepting the excavation work and backfilling work) necessary or incidental to the construction and completion of, and the installation and maintenance thereof for a period of one year after the completion of said contract, and to build, erect, construct, install, complete, and maintain for a period of one year from the date of the completion of the said work, a thirty-six inch lock-bar steel water pipe line or conduit from the University Heights Reservoir, in The City of San Diego, to Lakeside, in the County of San Diego, State of California, together with the necessary bends, manholes, air valves, blow-offs, stop valves, and all necessary appurtenances; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall maintain said pipe line and conduit for a period of one year from the date of the completion thereof, and shall hold and save The City of San Diego, its officers, agents, servants and employees harmless from any and all claims and demands of every nature and kind for and on account of injury or damage caused by faulty workmanship; latent defects, or otherwise, in said material or pipe line, and insure the operation of said pipe line for a period of one year from and after the completion thereof, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:

Principal.

By

ATTEST:

Surety.

By

I hereby approve the form of the within Bond, this _____ day of _____, 192_____

City Attorney.

By

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this _____ day of _____, 192_____

Members of the Common Council.

ATTEST:

City Clerk.

By

Deputy.

CONTRACT.

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 10th day of May, 1926; by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WESTERN PIPE AND STEEL COMPANY OF CALIFORNIA, 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 agrees and covenants 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, and the installation and maintenance thereof for a period of one year after the completion of said contract; and to build, erect, construct, install, complete, and maintain for a period of one year from the date of the completion of this contract, a thirty-six inch lock-bar steel water pipe line or conduit from the University Heights Reservoir, in The City of San Diego, to Lakeside in the County of San Diego, State of California, together with the necessary bends, manholes, air valves, blow-offs, stop valves, and all necessary appurtenances, excepting the excavation work and backfill work, as hereinafter more particularly provided; all as more particularly and in detail set forth (except as hereinafter specified), in those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on February 15th, 1926, and March 13th, 1926, respectively, and contained in Documents numbered 185253, 185254 and 186624; said plans contained in said Document No. 185253 consisting of 48 sheets, and said specifications contained in said Document No. 185254 consisting of 48 pages, and said specifications contained in said Document No. 186624 consisting of 3 pages. True copies of the advertisement for bids, proposals of contractor, and plans and specifications are hereunto annexed, marked "Exhibit A," "Exhibit B," and "Exhibit C," respectively, and by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

The material to be used by said contractor for said water pipe line or conduit shall be thirty-six inch lock-bar steel pipe, as set forth in Paragraph III, entitled, "Lock-bar Steel Pipe," on page 33 of the Specifications contained in Document No. 185254; and those provisions of the specifications contained in Paragraph I, entitled, "Cast Iron Pipe," Paragraph II, entitled, "Jointing Material,"

Pipe," Paragraph II, entitled, "Jointing Material for cast iron pipe," Paragraph IV., entitled, "Riveted Steel Pipe," and Paragraph II, entitled, "Laying Cast Iron Pipe," appearing on pages 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, and on pages 46 and 47 of said specifications contained in said Document No. 185254, and those provisions of the specifications contained in Document No. 186624, under the heading "Welded Steel Pipe -Materials and Manufacture," shall be disregarded and ignored by said contractor in the construction of said work herein specified.

The contractor herein shall not be required to do any of the work of trenching or backfilling, as set forth and required in that portion of the plans and specifications contained in Paragraph I, entitled, "Trenching," under the general heading of "Details of Construction," appearing on pages 45 and 46 of said specifications contained in said Document No. 185254, but shall be required to comply with the specifications under the heading, entitled, "III Laying Steel Pipe," appearing on page 48 of said specifications contained in said Document No. 185254

The work to be done under this contract consists in furnishing all materials and labor (excepting the excavation and backfilling work), for the installation and completion, and the maintenance for a period of one year after the completion and installation of said work, of a thirty-six inch lock-bar steel water main or conduit from Lakeside, in the County of San Diego, State of California, to the University Heights Reservoir, in The City of San Diego, and shall be that portion of the work set forth in the notice calling for bids, proposal and specifications contained in Document No. 185254, under the heading "Section Two," a distance of approximately seventeen miles.

In addition to the foregoing, said contractor agrees to maintain, at his own expense, said pipe line and conduit for a period of one year from the date of the installation and completion thereof, and to hold and save The City of San Diego, its officers, agents, servants and employees harmless from any and all claims and demands of every nature and kind for and on account of injury or damage caused by faulty workmanship, latent defects or otherwise in said material or pipe line for said period of one year from and after the completion thereof.

Page 19 of specifications, Paragraph XXIII.

"ENGINEERS'S DECISION FINAL. To prevent misunderstanding and litigation, the Engineer shall decide any and all questions which may arise as to the quality and acceptability of the materials furnished, and work performed, and as to the manner of performance and rate of progress of said work, and shall decide all questions which may arise as to the interpretation of any or all plans relating to the work and of the specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The Engineer shall determine the amount and quantity of the several kinds of work performed and materials furnished which are to be paid for under the contract, and such decision and estimate shall be final and conclusive. Any doubt as to the meaning of or any obscurity as to the wording of these specifications and contract will be explained by the Engineer. All directions and explanations requisite or necessary to complete, extend or make definite any of the provisions of the specifications or contract and to give them due effect, will be given by the Engineer."

Payments made

80% on material delivered) These percentages are not noted in contract but were decided between engineer & pipe company.
10% " material installed	
10% " material after hydrostatic test.	

15% of total contract withheld as provided in contract.

Said contractor hereby agrees to do and perform all of said work at and for the following prices, to-wit:

31,871 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 19-64" plate, or heavier, at \$8.25 per Ft.	
32,191 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 11-32" plate, or heavier, at \$9.13 per Ft.	
13, 637 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 3/8" plate, at \$9.75 per Ft.	
4,400 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 13-32" plate, or heavier, at \$10.91 per Ft.	
2,756 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 29-64" plate, or heavier, at \$11.61 per Ft.	
2,244 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 31-64" plate, or heavier, at \$12.36 per Ft.	
1,692 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 9-16" plate, at \$13.89 per Ft.	
25-4" air and vacuum valves with 4" gate valves, installed, for Section 2 only, at \$251.00 each.	
26-4" blow-offs with 4" gate valves installed, for Section 2 only, at \$90.00 each.	
.890 Lin. Ft. 4" Class "D" B & S Cast iron pipe, for Section 2 only, at \$1.40 per Ft.	
90 Manholes installed, for Section 2 only, at \$61.00 each.	
570 Cu. Yds. concrete Masonry Class "A", for Section 2 only, at \$50.00 per Cu. Yd.	
1,320 Cu. Yds. concrete masonry Class "B", for Section 2 only, at \$24.50 per Cu. Yd.	
5-30" stop valves with by-passes installed, for Section 2 only, at \$1277.00 each.	

Premium on three (3) bonds - \$7.50 per \$1000.00, or 3/4 of 1% of \$950,000.00 - \$7,125.00.

Said contractor agrees to commence said work at the earliest possible moment after the execution thereof, and not later than ninety (90) days, unless good and sufficient reason can be shown necessitating the extension of this time, and shall complete the work specified under this contract within ten (10) months from the date thereof.

If any delay is caused the contractor by specific orders of the Engineer to stop work, or by the performance of extra work ordered by the Engineer, or by a failure of The City of San Diego to provide the necessary right of way or site for the installation, or by unforeseen causes beyond the control of the contractor, or by reason of the acts of God, strikes, lockouts, unusual floods, alien enemies, injunctions, or any other unforeseen causes beyond the control of the contractor, such delay will entitle the contractor to an equivalent extension of time. Application for extension of time must be approved by the Engineer, and shall be accompanied by the formal consent of the sureties, but an extension of time with or

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

If for any reason beyond the control of the City or the contractor, or by reason of the acts of God, strikes, lockouts, unusual floods, alien enemies, injunctions, or any other unforeseen causes beyond the control of the city or the contractor, the execution of this contract is delayed, or the commencement of the work thereunder is delayed, or the completion of the contract is delayed, then and in that event neither party to this contract shall be extended for an equivalent period of time, or time for the completion of said contract shall be extended for an equivalent period of time, and if such delay, due to a cause beyond the control of the City or the contractor, or by reason of any of the acts hereinafter specified, results in an increased unit cost, or results in a decreased unit cost, a fair and equitable sum therefor, to be agreed upon between the contractor and the City shall be added to or deducted from the contract price, as the case may be. No allowance will be made for anticipated profits.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenant and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

31,871 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 19-64" plate, or heavier, at \$8.25 per Ft.

32, 191 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 11-32" plate, or heavier, at \$9.13 per Ft.

13, 637 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 3/8" plate, at \$9.75 per Ft.

4,400 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 13-32" plate, or heavier, at \$10.91 per Ft.

2,756 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 29-64" plate, or heavier, at \$11.61 per Ft.

2,244 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 31-64" plate, or heavier, at \$12.36 per Ft.

1,692 Lin. Ft. 36" Lock-bar steel pipe with lap-riveted circular seams 9-16" plate, at \$13.89 per Ft.

25-4" air and vacuum valves with 4" gate valves, installed, for Section 2 only, at \$251.00 each.

26-4" blowoffs with 4" gate valves installed, for Section 2 only, at \$90.00 each.

890 Lin. Ft. 4" Class "D" - B & C cast iron pipe, for Section 2 only, at \$1.40 per Ft.

90 Manholes installed, for Section 2 only, at \$61.00 each.

570 Cu. Yds. concrete Masonry Class "A", for Section 2 only, at \$50.00 per Cu. Yd.

1,320 Cu. Yds. concrete masonry Class "B", for Section 2 only, at \$24.50 per Cu. Yd.

5-3-" stop valves with by-passes installed, for Section 2 only, at \$1277.00 each.

Premium on three (3) bonds, \$7.50 per \$1,000.00, or 3/4 of 1% of \$950,000.00-\$7,125.00, said payments to be made as follows:

The Engineer shall make current estimates on or before the 10th day of each calendar month of the actual cost of materials delivered on the ground for use in the permanent work but not then so used, and the amount earned to that date under the terms of the contract classified according to items named herein and computed on the basis of the unit prices named herein. Of the total amount so ascertained, an amount equivalent to fifteen per cent. (15%) of the whole will be retained by the City until after the completion of the entire contract in an acceptable manner, and the balance, or a sum equivalent to eighty-five per cent. (85%) of the whole, will be paid to the Contractor, except when such balance amounts to less than five hundred dollars (\$500.00). In cases where the eighty-five per cent. (85%) of the amount earned during any one month shall be less than five hundred dollars (\$500.00), no payment will be made except on final estimate, until the eighty-five per cent. (85%) of the total amount earned since the last preceding payment is at least five hundred dollars (\$500.00). No payment will be made on concrete or concreting materials before the false work and forms are removed.

Whenever, in the opinion of the Engineer, the Contractor shall have completed the work in an acceptable manner in accordance with the terms of the contract, the Engineer will make a final inspection of the work, and upon completion of all necessary repairs or renewals, he will certify to the City in writing as to said completion, and will further certify as to the entire amount of each class of work performed, including "Extra Work" and "Extra Materials," and as to the value thereof. Fifteen per cent. (15%) of the total amount of the contract will be retained by the City for a period of thirty-five (35) days. If no defects have become apparent in the work, and if the contractor shall then have furnished a bond to the City of San Diego, to be executed by the contractor and a responsible surety, or by two or more sufficient sureties, to be approved by the Common Council of The City of San Diego for the sum of one hundred thousand dollars (\$100,000.00), to run for one year during the maintenance and guaranty period as hereinbefore described, then, at that time, the remaining fifteen per cent. (15%) of the total amount of the contract price will be paid by the City to the contractor.

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 used under this contract, the contractor shall promptly substitute other articles, materials, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. Or, in the event that the said Engineer elects, in lieu of such substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may by this contract be required to be supplied, in that event the contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary to enable The City of San Diego, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any 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 Engineer shall have the right to make such substitution, or The City of San Diego may pay such royalties and secure such licenses, and charge the cost thereof against any money due the contractor from The City of San Diego, or recover the amount thereof from it and its surety, notwithstanding final payment under this contract may have been made.

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.

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 the City.

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 in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the completion thereof and before the taking possession thereof by the City, 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 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 said 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 materials or supplies furnished in the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all 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 Engineer 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 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 contractor has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By Virgilio Bruschi
Jno. A. Held
L. C. Maire
Fred A. Heilbron
Don M. Stewart

Members of the Common Council.

(SEAL)
ATTEST:

ALLEN H. WRIGHT
City Clerk

Members of the Common Council.

ATTEST :

City Clerk

By _____ Deputy.

KNOW ALL MEN BY THESE PRESENTS, That C. E. Green, as Principal and
a corporation organized and existing under and by virtue
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 Thirty-seven thousand five hundred Dollars (\$37, 500.00), lawful
money of the United States of America, to be paid to said The City of San Diego, for the pay-
ment of which, well and truly to be made, the said Principal hereby binds himself, his heirs,
executors, administrators, successors and assigns, and the said Surety hereby binds itself,
its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of May, 1926.

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 excavation and backfilling of, and to excavate a trench or ditch wherein a thirty-six inch lock-bar steel pipe line or conduit may be constructed and installed, and to backfill the said trench or ditch after said pipe has been so laid and constructed; said trench to extend from the University Heights Reservoir, in The City of San Diego, to Lakeside, in the County of San Diego, State of California, along the route, and in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST :

Principal.

Surety.

ATTEST :

By

I hereby approve the form of the within Bond, this _____ day of _____, 192_____

City Attorney.

By

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this _____ day of _____, 192_____.

ATTEST:

By _____ City Clerk.

Deputy.

Members of The Common Council.

CONTRACT.

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 12th day of May, 1926, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part.

and hereinafter sometimes designated as the City, and C. E. Green, of the County of Los Angeles, State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That whereas, The City of San Diego has entered into a contract with the Western Pipe and Steel Company of California, a corporation, for the installation, completion and maintenance for one year thereafter, of a thirty-six inch lock-bar steel water pipe line or conduit, from the University Heights Reservoir, in The City of San Diego, to Lakeside, in the County of San Diego, State of California; and

Whereas, the contractor has proposed in a written bid to do the necessary excavation and backfilling work for the installation of said pipe line, and The City of San Diego has accepted said bid, NOW, THEREFORE,

For and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the excavation and backfilling of; and to excavate a trench or ditch wherein a thirty-six inch lock-bar steel pipe line or conduit may be constructed and installed, and to backfill the said trench or ditch after said pipe has been so laid and constructed; said trench to extend from the University Heights Reservoir, in The City of San Diego, to Lakeside, in the County of San Diego, State of California; along the route, and all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of Said The City of San Diego on February 15th, 1926, and contained in Documents numbered 185253 and 185254; said plans contained in said Document No. 185253 consisting of 38 sheets, and said specifications consisting of 48 pages, as contained in said Document No. 185254. True copies of the advertisement for bids, proposal of contractor, and plans and specifications are hereunto annexed, marked "Exhibit A," and "Exhibit B," respectively, and by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

The work to be done under this contract consists in furnishing all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the excavation of a trench or ditch wherein a thirty-six inch lock-bar steel pipe line or conduit may be constructed and installed, and the backfilling of the said trench or ditch after said pipe has been so laid and constructed, from the University Heights Reservoir, in The City of San Diego, to Lakeside, in the County of San Diego, State of California, and shall be the excavation and backfilling of a trench or ditch for that portion of the work set forth in the notice calling for bids, proposal and specifications contained in Document No. 185254, under the heading "Section Two," a distance of approximately seventeen miles, and particular reference is hereby made to those portions of the specifications contained on pages 45 and 46 of said specifications contained in said Document No. 185254, entitled, "I. Trenching," under the general heading "Details of Construction."

Said contractor hereby agrees to do and perform all of said work at and for the following prices, to-wit:

50,000 Cu. Yds. of excavation from Sta. 431 plus 40.7 to Sta. 819 plus 00 at the entrance to Mission Gorge, at \$0.60 per Cu. Yd.

5,400 Cu. Yds. of excavation from Sta. 810 plus 00 to Sta. 900 plus 00 at the end of Mission Gorge, at \$2.85 per Cu. Yd.

21,960 Cu. Yds. of excavation from Sta. 900 plus 00 to Sta. 1148 plus 00 at the Fairmount Avenue Extension, at \$1.80 per Cu. Yd.

28,440 Cu. Yds. of excavation from Sta. 1148 plus 00 to end of the line at University Heights Reservoir, at \$1.34 per Cu. Yd.

The work herein described shall be so performed as to precede the work of the actual installation of the pipe by the Western Pipe and Steel Company of California, and shall be carried on in such manner that at least five hundred (500) feet of excavation shall be completed and available at all times for the installation of said water main.

Said contractor agrees to commence the actual work of excavation under this contract within thirty (30) days from the date of the execution of this contract, and to complete said work within ten (10) months from the date of the execution of this contract.

In the event that the contractor, through his own fault or inability to carry on said work delays the actual installation of said water pipe, then and in that event said contractor agrees to reimburse and save harmless The City of San Diego for any loss occasioned by said delay.

If any delay is caused the contractor by specific orders of the Engineer to stop work, or by the performance of extra work ordered by the Engineer, or by a failure of The City of San Diego to provide the necessary rights of way or site for the installation, or by unforeseen causes beyond the control of the contractor, or by reason of the acts of God, strikes, lockouts, unusual floods, alien enemies, injunctions, or any other unforeseen causes beyond the control of the contractor, such delay will entitle the contractor to an equivalent extension of time. Application for extension of time must be approved by the Engineer, and shall be accompanied by the formal consent of the sureties, but an extension of time with or without such consent shall not release the sureties from their obligations, which shall remain in full force and effect until the discharge of the contract.

If delays from any of the above mentioned causes occur after the expiration of the contract period, no liquidated damages shall accrue for the period equivalent to such delay.

If for any reason beyond the control of the City or the contractor, or by reason of the acts of God, strikes, lockouts, unusual floods, alien enemies, injunctions, or any other unforeseen causes beyond the control of the city or the contractor, the execution of this contract is delayed, or the commencement of the work thereunder is delayed, or the completion of the contract is delayed, then and in that event neither party to this contract shall be held at fault, and the time for the entering into of the contract shall be extended for an equivalent period of time, or time for the completion of said contract shall be extended for an equivalent period of time, and if such delay, due to a cause beyond the control of the City or the contractor, or by reason of any of the acts hereinabove specified, results in an increased unit cost, or results in a decreased unit cost, a fair and equitable sum therefor, to be agreed upon between the contractor and the City shall be added to or deducted from the contract price as the case may be. No allowance will be made for anticipated profits.

The contractor agrees to commence and carry on the work of refilling said trench as the pipe is installed; provided, however, that such work of refilling shall be done at such times and in such manner and only after the Engineer shall have notified said contractor in writing to commence said work of refilling, and shall progress under the direction of

the Engineer.

The contractor agrees to fill such trench in such manner as will restore the ground as nearly as possible to the condition it was in prior to the excavation, and in all cases where excavation is to be made in public highways the filling of such trench and the restoration of such highways shall be made in such manner as shall be approved by the Engineer and the County Surveyor.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

50,000 Cu. Yds. of excavation from Sta. 431 plus 40.7 to Sta. 810 plus 00 at the entrance to Mission Gorge, at \$0.60 per Cu. Yd.

5,400 Cu. Yds. of excavation from Sta. 810 plus 00 to Sta. 900 plus 00 at the entrance to Mission Gorge, at \$2.85 per Cu. Yd.

21,960 Cu. Yds. of excavation from Sta. 900 plus 00 to Sta. 1148 plus 00 at the Fairmount Avenue Extension, at \$1.80 per Cu. Yd.

28,440 Cu. Yds. of excavation from Sta. 1148 plus 00 to end of the line at University Heights Reservoir, at \$1.34 per Cu. Yd.

said payments to be made as follows:

After the excavation has been checked for line and grade and accepted by the Engineer, a payment of sixty per cent. (60%) of the said contract price shall be made. After final acceptance of any back-filled section, a further payment of twenty-five per cent. (25%) of the said contract price shall be made, and fifteen per cent. (15%) 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 said work 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.

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 the City.

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 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 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 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 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 said 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 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 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 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 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 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 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
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART

Members of the Common Council.

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

ATTEST:
By Fred W. Sick
Deputy.

C. E. Green
Contractor.

I hereby approve the form of the foregoing Contract this 13th day of May, 1926.

S. J. HIGGINS
City Attorney.

By FRANK M. DOWNER, JR.
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between C. E. GREEN and The City of San Diego, being Document No. 189101.

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

RESOLUTION NO. 40377.

BE IT RESOLVED BY the Common Council of The City of San Diego, as follows:
That that certain Agreement dated June 11th, 1926, between GEORGE G. PRENTICE and THE CITY OF SAN DIEGO, wherein and whereby the said George G. Prentice grants and gives to The City of San Diego an exclusive option to purchase the following described lands situate in the County of San Diego, State of California, to-wit:

Commencing at the northwest corner of Lot 3 of Section 31, Township 12 south, Range 1 west, San Bernardino Meridian, at an intersection with San Bernardo Ranch; thence in an easterly direction along the north line of said Lot 3 and of the northwest quarter of the southeast quarter of Section 31, a distance of 818 feet; thence in a southwesterly direction a distance of 1900 feet to an intersection with the east line of the Rancho San Bernardo; thence northerly along the east line of said Rancho San Bernardo to point of commencement.

Also, all that real property situate in the Rancho San Bernardo, in the County of San Diego, State of California, described as follows: Commencing at a point on the east line of said Rancho San Bernardo which is south 15° 30' west a distance of 5799 feet from the northeast corner of said Rancho, said point being also the southeast corner of that parcel of land conveyed by Sarah B. Oaks et al. to Fred H. Roberts by deed dated May 31, 1907, recorded in Book 417, page 300 of Deeds, Records of San Diego County; thence north 84° 00' west along the southerly boundary of the land so conveyed to said Roberts 2726 feet, more or less, to a point marked by an iron pin, which point is distant 2191.3 feet easterly of the southwest corner of said land so conveyed to Roberts; thence southeasterly to a point on the easterly line of said Rancho San Bernardo which is south 15° 30' west 5899 feet from the northeast corner of said Rancho; thence north 15° 30' east along the easterly line of said Rancho 100 feet to the point of commencement; together with all permanent improvements such as are affixed to the land, all appurtenances and all material things which are immovable;

Be, and the same is hereby approved and accepted; and a majority of the members of the Common Council of The City of San Diego be, and they are hereby authorized to enter into said Agreement on behalf of The City of San Diego.

That the City Clerk of said City be, and he is hereby authorized and directed to file said Agreement for record in the office of the County Recorder of San Diego County, California.

Presented by _____

For approved by _____

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No. 40377, as adopted by the Common Council of the city of San Diego on the 17th day of January, 1927.

ALLEN H. WRIGHT.
City Clerk of the City of San Diego, California.
By Clark M. Foote Jr.
Deputy.

AGREEMENT.

THIS MEMORANDUM OF AGREEMENT, made and entered into this eleventh day of June, 1926, by and between GEORGE G. PRENTICE, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the "Owner" and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter by virtue of the Constitution of the State of California, hereinafter referred to as the "City," WITNESSETH:

WHEREAS, the City on or about October 5, 1925, leased from the San Dieguito Water Company, and concurrently therewith was granted by said water company an option to purchase that certain water system known and designated as the "San Dieguito Water System," which lease and option, among other properties, include the so-called "Sutherland reservoir site," which is situated on the San Dieguito River, and is the same stream as flows through the San Pasqual Valley where the Owner's lands are situated; and,

WHEREAS, the City contemplates within the near future the construction of a dam at the aforesaid reservoir site for the purpose of impounding the storm waters of the San Dieguito River and its tributaries, for the purpose of diverting said waters out of the water shed of said stream and transporting them to The City of San Diego, there to be used for domestic and irrigation purposes for the inhabitants of said city; and,

WHEREAS, there is now pending before the Division of Water Rights in the State Department of Public Works an application known as Application No. 4127, in which application one J. W. Williams, Consulting Engineer for The City of San Diego, for and on behalf of said City prays for the right to appropriate and divert for municipal uses sixty thousand (60,000) acre feet per annum from the Santa Ysabel and Black Canyon Creeks, both of which, if not so appropriated and diverted, would flow down the San Dieguito River and through the San Pasqual Valley where the natural flow of said stream is diverted for irrigation purposes; and,

WHEREAS, there is also included in said San Dieguito water system the Lake Hodges reservoir situated on said San Dieguito River below the lands of the Owner, and there is included also in said system, on which the City has an option to purchase as aforesaid, water bearing lands situated in the westerly end of the San Pasqual Valley, which lands were acquired and are held for the purpose of the installation and maintenance of pumping plants during periods of dry years, by means of which said system will be able to supply its water consumers and The City of San Diego with water for domestic and irrigation purposes; and,

WHEREAS, it is to the interest of The City of San Diego to acquire the lands of the Owner situated in said San Pasqual Valley, in order that it can complete the development of said San Dieguito water system, and may appropriate and divert the waters of the San Dieguito River at the point heretofore designated as the Sutherland reservoir site; and,

WHEREAS, said development cannot be made without prejudicing the riparian rights of the Owner and/or the Owner's pumping rights by reason of the relationship of the Owner's lands to the banks of the San Dieguito River; and,

WHEREAS, for that reason the City is desirous of purchasing the lands of the Owner in order that it may, without prejudicing the rights of the Owner, construct a dam at the Sutherland Reservoir Site and appropriate and divert the storm waters from the San Dieguito River, and may have, without prejudicing the rights of the Owner, the right to develop pumping plants in the San Pasqual Valley and near the San Dieguito River bed and divert water from the sands and gravels of the San Pasqual Valley without prejudicing the rights of the Owner;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I.

OPTION TO PURCHASE.

(a) For and in consideration of the sum of Fifty Dollars (\$50.00), which the Owner acknowledges to have received from The City of San Diego on the date of the execution of this instrument, the Owner hereby grants and gives to the City an exclusive option to purchase the lands hereinafter described for the sum of One Thousand Dollars (\$1,000.00).

(b) This option shall be for a period of One (1) year, and unless exercised on or before the Eleventh day of June, 1927, or unless said option shall be renewed as hereinafter provided for, shall expire on said Eleventh day of June, 1927, and upon the expiration of said option without its being exercised or renewed, as provided in this instrument, all rights of the said City shall cease and determine, and the City shall thereafter have no claim of any kind or nature whatsoever against the owner by reason of anything in this contract contained, and shall have no claim whatsoever against the Owner for any moneys that have been paid by the City to the Owner on account of or by reason of any provision in this contract.

(c) The City shall have the right to purchase an extension or renewal of this option for an additional period of two (2) years, beginning with the Eleventh day of June, 1927; conditioned and provided, however, that within sixty (60) days prior to the expiration of the one-year option it shall serve upon the Owner a written notice of its intention to renew said option for such additional period of two years, and shall concurrently with the service of said notice of its intention to renew said option, as herein provided, or shall prior to the expiration of the one-year option period, pay or cause to be paid to the Owner an additional sum of Two Hundred Dollars (\$200.00).

(d) It is expressly understood and agreed by and between the Owner and the City that the written notice provided for in the foregoing paragraph, and the payment of said sum of Two Hundred Dollars (\$200.00), as therein provided is a condition precedent to the extension of said exclusive option for an additional period of two (2) years.

ARTICLE II.

DESCRIPTION OF LANDS COVERED BY THIS OPTION.

The lands which the Owner, by the terms and conditions of this contract, agrees and covenants to convey to the City upon the payments being made as herein provided, are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:

All that real property situated in the County of San Diego, State of California, described as follows: Commencing at the northwest corner of Lot three (3) of Section thirty-one (31), Township twelve (12) South, Range one (1) west, San Bernardino Meridian, at an intersection with San Bernardo Ranch; thence in an easterly direction along the north line of said Lot three (3) and of the northwest quarter of the southeast quarter of Section thirty-one (31), a distance of 818 feet; thence in a southwesterly direction a distance of 1900 feet to an intersection with the east line of the Rancho Bernardo; thence northerly along the east line of said Rancho San Bernardo to point of commencement.

Also, all that real property situate in the Rancho San Bernardo, in the County of San Diego, State of California, described as follows: Commencing at a point on the east line of said Rancho San Bernardo which is south 15° 30' west a distance of 5799 feet from the northeast corner of said Rancho, said point being also the southeast corner of that

parcel of land conveyed by Sarah B. Oaks et al. to Fred H. Roberts by deed dated May 31, 1907, recorded in Book 417, page 300 of Deeds, Records of San Diego County; thence north 84° 00' west along the southerly boundary of the land so conveyed to said Roberts 2726 feet, more or less, to a point marked by an iron pin, which point is distant 2191.3 feet easterly of the southwest corner of said land so conveyed to Roberts; thence southeasterly to a point on the easterly line of said Rancho San Bernardo which is south 15° 30' west 5899 feet from the northeast corner of said Rancho; thence north 15° 30' east along the easterly line of said Rancho 100 feet to the point of commencement.

The option hereby granted and given includes as a part of said real estate all permanent improvements, such as are affixed to the land, all appurtenances and all material things which are immovable.

ARTICLE III.

OWNER'S COVENANT TO CONVEY TITLE AND CITY'S RIGHT TO PURCHASE.

(a) If the City should elect to purchase the lands hereinbefore described during this option, to-wit: within a period of one (1) year from date hereof, then the amount paid by the City to the Owner for this option shall be credited upon the purchase price.

(b) If the City should elect to purchase a renewal option for a period of two (2) years, and should exercise said option to purchase at any time during said two-year period, to-wit: at any time after the Eleventh day of June, 1927, and before the Eleventh day of June, 1929, it shall then be entitled to a credit on the purchase price herein fixed of the amount paid by The City to the Owner for the option, to-wit: the sum of Fifty Dollars (\$50.00), and for the renewal of said option for an additional two (2) year period, to-wit: the sum of Two Hundred Dollars (\$200.00), making a total sum of Two Hundred Fifty Dollars (\$250.00), to which the City shall be entitled to credit.

(c) Upon the payment of the full purchase price of said property as in this option agreed upon, the Owner covenants and agrees to execute to the City a good and sufficient deed or deeds conveying to the City the real property described herein, subject, however, to all easements and rights of way for public roads, telephone, telegraph, gas and electric line easements, and subject also to rights of way for such canals, pipe lines and ditches as are of record at the date of the execution of this instrument.

(d) The Owner agrees to furnish to the City a certificate of title from the Southern Title Guaranty Company of the City of San Diego, or the Union Title Insurance Company of said City, as the City may elect, showing a merchantable title, subject to the encumbrances referred to in paragraph lettered "c" of this article.

ARTICLE IV.

CONSTRUCTION OF SUTHERLAND DAM.

(a) It is understood by and between the Owner and the City that the City may, before it elects to exercise its option to purchase the Owner's land, as hereinbefore provided, begin the construction of the Sutherland dam, the construction of which would impound and divert from the San Dieguito River into another water shed a large portion of the storm waters that are accustomed to flow down the San Dieguito River and through the San shed Basquel Valley toward the sea.

(b) It is expressly understood and agreed by and between the Owner and the City that in the event the City should commence the construction of said dam and should not exercise its option to purchase the lands of the Owner the said Owner would sustain damages, but the exact amount of said damages is not ascertainable and the parties agree that from the very nature of the case it would be impossible and/or extremely difficult to fix the actual damage, and the City therefore promises and agrees that in the event it should construct the Sutherland dam and should not exercise its option to purchase the lands of the Owner, as in this contract provided, that it will pay to said Owner the sum of Five Hundred Dollars (\$500.00) as liquidated damages, and that said sum so determined as liquidated damages shall be due and payable from the City to the Owner on the day on which the said City, not having exercised its option to purchase the Owner's land, parts with said option and loses its right to purchase the lands of the Owner, as herein provided.

(c) This obligation and promise on the part of the City to pay the aforesaid sum as liquidated damages, shall attach to and be binding upon the City upon the date on which it loses its option to purchase said lands, regardless of whether the Sutherland dam has been completed or whether water has actually been diverted.

ARTICLE V.

CITY'S APPLICATION TO APPROPRIATE AND DIVERT WATERS OF SAN DIEGUITO RIVER.

It is understood by and between the parties that the hearing of the City's application to appropriate and divert waters from the San Dieguito River as evidenced by its Application No. 4127 now pending before the Division of Water Rights of the Department of Public Works of the State of California, together with the protest of the Owner, shall be continued from time to time by agreement of the parties and their respective attorneys, and that in the event the City elects to purchase the lands of the Owner, as herein provided, then the Owner agrees to withdraw its protest and consent to the granting of said Application No. 4127 by the Chief of the Division of Water Rights.

ARTICLE VI.

TIME IS ESSENCE

Time is hereby expressly declared to be of the essence of this contract and of each and all of the provisions thereof.

This contract shall bind the heirs, executors, administrators and assigns of the Owner.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name the day and year first above written, and the City, pursuant to an ordinance of the Common Council, duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be hereunto affixed.

GEORGE G. PRENTICE
Owner.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI
JNO. A. HELD.
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART

Members of the Common Council.

(SEAL)

ATTEST

ALLEN H. WRIGHT
City Clerk.

Fred W. Sick
Deputy.

I hereby approve the form of the foregoing Agreement this 17th day of
January, 1927.

S. J. HIGGINS

City Attorney of The City of San Diego.

By Frank M. Downer, Jr.
Deputy.

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

On this 17th day of January, 1927, before me, Fred W. Sick, a Notary
Public in and for the County of San Diego, State of California, personally appeared Virgilio
Bruschi, John A. Held, L. C. Maire, Fred A. Heilbron and Don M. Stewart, members of the
Common Council of The City of San Diego, known to me to be the persons described in and
whose names are subscribed to the within instrument, and acknowledged to me that they executed
the same.

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

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

(SEAL)

RECORDED AT REQUEST OF CITY CLERK Feb. 4th, 1927 at 10 o'clock A.M.,
In Book No. 1337 Page 25 of Deeds, Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder.
By N. C. Parsons, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and
correct copy of Agreement, between George G. Prentice and the City of San Diego, being
Document No. 200108.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, Cal.
By *August M. Hadstrom*
Deputy.

RESOLUTION NO. 40376.

BE IT RESOLVED By the Common Council of The City of San Diego, as follows:
That that certain Agreement dated July 22nd, 1926, between JANET
ELEANOR PRENTICE, HELEN SHELTON GLITHERO, formerly Helen Sheldon Prentice, JANET ELIZABETH
PRENTICE, and GEORGE G. PRENTICE, as guardian of the person and estate of HILLYER PRENTICE,
a minor, and THE CITY OF SAN DIEGO, wherein and whereby the said Janet Eleanor Prentice,
Helen Sheldon Glithero, formerly Helen Sheldon Prentice, Janet Elizabeth Prentice, and George
G. Prentice, as guardian of the person and estate of Hillyer Prentice, a minor, give and grant
to The City of San Diego an exclusive option to purchase the following described lands situate
in the County of San Diego, State of California, to-wit:

All that real property situate in the Rancho San Bernardo, in the County
of San Diego, State of California, described as follows: Commencing at a point on the east
line of said Rancho San Bernardo which is south 15° 30' west a distance of 5799 feet from the
northeast corner of said Rancho, said point being also the southeast corner of that parcel
of land conveyed by Sarah B. Oaks et al., to Fred H. Roberts by deed dated May 31, 1907, re-
corded in Book 417, page 300, of Deeds, Records of San Diego County; thence north 84° 00'
west along the southerly boundary of the land so conveyed to Roberts 2726 feet, more or less,
to point marked by an iron pin, which point is distant 2191.3 feet easterly from the south-
west corner of said land so conveyed to Roberts; thence south 47° 06' west 300 feet; thence
south 65° 36' west 1500 feet; thence south 78° 31' west 925 feet; thence north 72° 12' west to
intersection with the easterly line of that parcel of land conveyed by Omar Oaks and Mary
Oaks to David T. Oaks, by deed dated May 23, 1889, recorded in Book 160, page 168 of Deeds,
Records of San Diego County; thence south 15° 30' west along the easterly line of the land so
conveyed by said David T. Oaks to intersection with the northerly line of that parcel of land
conveyed to Zenu Sikes by Charles A. Wetmore, et al., by deed dated March 30, 1869, recorded
in Book 5, page 261, of Deeds, Records of San Diego County; thence easterly along the northerly
boundary of the land so conveyed to Sikes 4913.2 feet, more or less, to a concrete monument
on the easterly line of said Rancho San Bernardo, said monument being also the northeast corner
of said Sikes' land; thence north 15° 30' east along the easterly line of said Rancho 2617.8
feet, more or less, to point of beginning; EXCEPTING therefrom that portion thereof described
as follows: Commencing at a point on the east line of said Rancho San Bernardo which is
south 15° 30' west a distance of 5799 feet from the northeast corner of said Rancho, said
point being also the southeast corner of that parcel of land conveyed by Sarah B. Oaks et al.,

to Fred H. Roberts, by deed dated May 31, 1907, recorded in Book 417, page 300, of Deeds, Records of San Diego County; thence north 85° 00' west along the southerly boundary of the land so conveyed to said Roberts, 2726 feet, more or less, to a point marked by an iron pin, which point is distant 2191.3 feet easterly from the southwest corner of said land so conveyed to Roberts; thence southeasterly to a point on the easterly line of said Rancho San Bernardo which is south 15° 30' west 5899 feet from the northeast corner of said Rancho; thence north 15° 30' east along the easterly line of said Rancho 100 feet to the point of commencement;

Together with all permanent improvements such as are affixed to the land, all appurtenances, and all material things which are immovable;

EXCEPTING AND RESERVING, however, to the said Owners the right to use existing wells, pipe lines and pumping plant now upon the property hereinabove described, and also easements of record on, over or across said property hereinabove described for the purpose of maintaining said pipe lines; also

RESERVING to the said Owners the right to construct and maintain a storage reservoir or tank upon said property hereinabove described, which said storage reservoir or tank shall not exceed fifty (50) feet in diameter and shall be located upon such part of said property hereinabove described as may be determined in writing by said Owners, and notice of said location shall be given to said City within ninety (90) days from the date of the execution of this agreement, or the right to maintain such storage reservoir or tank shall be deemed forfeited; also

RESERVING and EXCEPTING to said Owners all nursery stock now upon said above described property, with the right in said Owners to remove said nursery stock at any time within three (3) years from and after the date of the said agreement; also

EXCEPTING and RESERVING easements and rights to construct and maintain Electric power line and a road twelve (12) feet wide over and across the land for rights of way for ingress and egress to the reservoir and pumping plant;

Be, and the same is hereby approved and accepted; and a majority of the members of the Common Council of The City of San Diego be, and they are hereby authorized to enter into said Agreement on behalf of The City of San Diego.

That the City Clerk of said City be, and he is hereby authorized and directed to file said Agreement for record in the office of the County Recorder of San Diego County, California.

Presented by _____

Form approved by _____

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Resolution No. 40376, as adopted by the Common Council of the city of San Diego on the 17th day of January, 1927.

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

By Clark M. Foote, Jr.
Deputy.

AGREEMENT.

THIS MEMORANDUM OF AGREEMENT, made and entered into this 22nd day of July, 1926, by and between JANET ELEANOR PRENTICE, HELEN SHELDON GLITHERO, formerly Helen Sheldon Prentice, JANET ELIZABETH PRENTICE, AND GEORGE G. PRENTICE, as guardian of the person and estate of HILLYER PRENTICE, a minor, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the "Owner," and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter by virtue of the Constitution of The State of California, hereinafter referred to as the "City," WITNESSETH:

WHEREAS, the City on or about October 5, 1925, leased from the San Dieguito Water Company, and concurrently therewith was granted by said water company an option to purchase that certain water system known and designated as the "San Dieguito Water System," which lease and option, among other properties, include the so-called "Sutherland reservoir site," which is situated on the San Dieguito River, and is the same stream as flows through the San Pasqual Valley where the Owner's lands are situated; and,

WHEREAS, the City contemplates within the near future the construction of a dam at the aforesaid reservoir site for the purpose of impounding the storm waters of the San Dieguito River and its tributaries, for the purpose of diverting said waters out of the water shed of said stream and transporting them to The City of San Diego, there to be used for domestic and irrigation purposes for the inhabitants of said city; and,

WHEREAS, there is now pending before the Division of Water Rights in the State Department of Public Works an application known as Application No. 4127, in which application one J. W. Williams, Consulting Engineer for The City of San Diego, for and on behalf of said City prays for the right to appropriate and divert for municipal uses sixty thousand (60,000) acre feet per annum from the Santa Ysabel and Black Canyon Creeks, both of which, if not so appropriated and diverted, would flow down the San Dieguito River and through the San Pasqual Valley where the natural flow of said stream is diverted for irrigation purposes; and,

WHEREAS, there is also included in said San Dieguito water system the Lake Hodges reservoir situated on said San Dieguito River below the lands of the Owner, and there is included also in said system, on which the City has an option to purchase as aforesaid, water bearing lands situated in the westerly end of the San Pasqual Valley, which lands were acquired and are held for the purpose of the installation and maintenance of pumping plants during periods of dry years, by means of which said system will be able to supply its water consumers and The City of San Diego with water for domestic and irrigation purposes; and,

WHEREAS, it is to the interest of The City of San Diego to acquire the lands of the Owner situated in said San Pasqual Valley, in order that it can complete the development of said San Dieguito water system; and may appropriate and divert the waters of the San Dieguito River at the point heretofore designated as the Sutherland reservoir site; and,

WHEREAS, said development cannot be made without prejudicing the riparian rights of the Owner and/or the Owner's pumping rights by reason of the relationship of the Owner's lands to the banks of the San Dieguito River; and,

WHEREAS, for that reason the City is desirous of purchasing the lands of the Owner, in order that it may, without prejudicing the rights of the Owner, construct a dam at the Sutherland Reservoir Site and appropriate and divert the storm waters from the San Dieguito

River, and may have, without prejudicing the rights of the Owner, the right to develop pumping plants in the San Pasqual Valley and near the San Dieguito River bed and divert water from the sands and gravels of the San Pasqual Valley without prejudicing the rights of the Owner;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I.

OPTION TO PURCHASE.

(a) For and in consideration of the sum of Fifty Dollars (\$50.00), which the Owner acknowledges to have received from The City of San Diego on the date of the execution of this instrument, the Owner hereby grants and gives to the City an exclusive option to purchase the lands hereinafter described for the sum of One hundred twenty-five thousand Dollars (\$125,000.00).

(b) This option shall be for a period of One (1) year, and unless exercised on or before the 11th day of June, 1927, or unless said option shall be renewed as hereinafter provided for, shall expire on said 11th day of June, 1927, and upon the expiration of said option without its being exercised or renewed, as provided in this instrument, all rights of the said City shall cease and determine, and the City shall thereafter have no claim of any kind or nature whatsoever against the owner by reason of anything in this contract contained, and shall have no claim whatsoever against the Owner for any moneys that have been paid by the City to the Owner on account of or by reason of any provision in this contract.

(c) The City shall have the right to purchase an extension or renewal of this option for an additional period of two (2) years, beginning with the 11th day of June, 1927; conditioned and provided, however, that within sixty (60) days prior to the expiration of the one-year option it shall serve upon the Owner a written notice of its intention to renew said option for such additional period of two years, and shall concurrently with the service of said notice of its intention to renew said option, as herein provided, or shall prior to the expiration of the one-year option period, pay or cause to be paid to the Owner an additional sum of Twenty-five thousand Dollars (\$25,000.00).

(d) It is expressly understood and agreed by and between the Owner and the City that the written notice provided for in the foregoing paragraph, and the payment of said sum of Twenty-five thousand Dollars (\$25,000.00), as therein provided is a condition precedent to the extension of said exclusive option for an additional period of two (2) years.

ARTICLE II.

DESCRIPTION OF LANDS COVERED BY THIS OPTION.

The lands which the Owner, by the terms and conditions of this contract, agrees and covenants to convey to the City upon the payments being made as herein provided, are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:

All that real property situate in the Rancho San Bernardo, in the County of San Diego, State of California, described as follows:

Commencing at a point on the east line of said Rancho San Bernardo which is south 15° 30' west a distance of 5799 feet from the northeast corner of said Rancho, said point being also the southeast corner of that parcel of land conveyed by Sarah B. Oaks et al., to Fred H. Roberts by deed dated May 31, 1907, recorded in Book 417, page 300, of Deeds, Records of San Diego County; thence north 84° 00' west along the southerly boundary of the land so conveyed to Roberts 2726 feet, more or less, to point marked by an iron pin, which point is distant 2191.3 feet easterly from the southwest corner of said land so conveyed to Roberts; thence south 47° 06' west 300 feet; thence south 65° 36' west 1500 feet; thence south 78° 31' west 925 feet; thence north 72° 12' west to intersection with the easterly line of that parcel of land conveyed by Omar Oaks and Mary Oaks to David T. Oaks, by deed dated May 23, 1889, recorded in Book 160, page 168 of Deeds, Records of San Diego County; thence south 15° 30' west along the easterly line of the land so conveyed by said David T. Oaks to intersection with the northerly line of that parcel of land conveyed to Zenur Sikes by Charles A. Wetmore, et al., by deed dated March 30, 1869, recorded in Book 5, page 261, of Deeds, Records of San Diego County; thence easterly along the northerly boundary of the land so conveyed to Sikes 4913.2 feet, more or less, to a concrete monument on the easterly line of said Rancho San Bernardo, said monument being also the northeast corner of said Sikes' land; thence north 15° 30' east along the easterly line of said Rancho 2617.8 feet, more or less, to point of beginning; EXCEPTING therefrom that portion thereof described as follows: Commencing at a point on the east line of said Rancho San Bernardo which is south 15° 30' west a distance of 5799 feet from the northeast corner of said Rancho, said point being also the southeast corner of that parcel of land conveyed by Sarah B. Oaks et al., to Fred H. Roberts, by deed dated May 31, 1907, recorded in Book 417, page 300 of Deeds, Records of San Diego County; thence north 84° 00' west along the southerly boundary of the land so conveyed to said Roberts, 2726 feet, more or less, to a point marked by an iron pin, which point is distant 2191.3 feet easterly from the southwest corner of said land so conveyed to Roberts; thence southeasterly to a point on the easterly line of said Rancho San Bernardo which is south 15° 30' west 5899 feet from the northeast corner of said Rancho; thence north 15° 30' east along the easterly line of said Rancho 100 feet to the point of commencement.

The option hereby granted and given includes as a part of said real estate all permanent improvements such as are affixed to the land, all appurtenances, and all material things which are immovable.

EXCEPTING AND RESERVING, however, to the said Owner the right to use existing wells, pipe lines and pumping plant now upon the property hereinabove described, and also easements of record on, over or across said property hereinabove described for the purpose of maintaining said pipe lines; also

RESERVING to the said Owner the right to construct and maintain a storage reservoir or tank upon said property hereinabove described, which said storage reservoir or tank shall not exceed fifty (50) feet in diameter and shall be located upon such part of said property hereinabove described as may be determined in writing by said Owner, and notice of said location shall be given to said City within ninety (90) days from the date of the execution of this agreement, or the right to maintain such storage reservoir or tank shall be deemed forfeited.

Also, RESERVING and EXCEPTING TO SAID Owner all nursery stock now upon said above described property, with the right in said Owner to remove said nursery stock at any time within three (3) years from and after the date of this agreement.

Also, EXCEPTING AND RESERVING easements and rights to construct and maintain Electric power line and a road twelve (12) feet wide over and across the land for rights of way for ingress and egress to the reservoir and pumping plant.

ARTICLE III.

OWNER'S COVENANT TO CONVEY TITLE AND CITY'S RIGHT
TO PURCHASE.

(a) If the City should elect to purchase the lands hereinbefore described during this option, to-wit: within a period of one (1) year from date hereof, then the amount paid by the City to the Owner for this option shall be credited upon the purchase price.

(b) If the City should elect to purchase a renewal option for a period two (2) years, and should exercise said option to purchase at any time during said two-year period, to-wit: at any time after the 11th day of June, 1927, and before the 11th day of June, 1929, it shall then be entitled to a credit on the purchase price herein fixed of the amount paid by The City to the Owner for the option, to-wit: the sum of Fifty Dollars (\$50.00), and for the renewal of said option for an additional two (2) year period, to-wit: the sum of Twenty-five thousand Dollars (\$25,000.00), making a total sum of Twenty-five thousand fifty Dollars (\$25,050.00), to which the City shall be entitled to credit.

(c) Upon the payment of the full purchase price of said property as in this option agreed upon, the Owner covenants and agrees to execute to the City a good and sufficient deed or deeds conveying to the City the real property described herein, subject, however, to all easements and rights of way for public roads, telephone, telegraph, gas and electric line easements, and subject also to rights of way for such canals, pipe lines and ditches as are of record at the date of the execution of this instrument.

(d) The Owner agrees to furnish to the City a certificate of title from the Southern Title Guaranty Company of the City of San Diego, or the Union Title Insurance Company of said City, as the City may elect, showing a merchantable title, subject to the encumbrances referred to in paragraph lettered "c" of this article.

ARTICLE IV.

CONSTRUCTION OF SUTHERLAND DAM.

(a) It is understood by and between the Owner and the City that the City may, before it elects to exercise its option to purchase the Owner's land, as hereinbefore provided, begin the construction of the Sutherland dam, the construction of which would impound and divert from the San Dieguito River into another water shed a large portion of the storm waters that are accustomed to flow down the San Dieguito River and through the San Pasqual Valley toward the sea.

(b) It is expressly understood and agreed by and between the Owner and the City that in the event the City should commence the construction of said dam and should not exercise its option to purchase the lands of the Owner the said Owner would sustain damages, but the exact amount of said damages is not ascertainable and the parties agree that from the very nature of the case it would be impossible and/or extremely difficult to fix the actual damage, and the City therefore promises and agrees that in the event it should construct the Sutherland dam and should not exercise its option to purchase the lands of the Owner, as in this contract provided, that it will pay to said Owner the sum of Sixty-two thousand and five hundred Dollars (\$62,500.00) as liquidated damages, and that said sum so determined as liquidated damages shall be due and payable from the City to the Owner on the day on which the said City, not having exercised its option to purchase the Owner's land, parts with said option and loses its right to purchase the lands of the Owner, as herein provided.

(c) This obligation and promise on the part of the City to pay the aforesaid sum as liquidated damages, shall attach to and be binding upon the City upon the date on which it loses its option to purchase said lands, regardless of whether the Sutherland dam has been completed or whether water has actually been diverted.

ARTICLE V.

CITY'S APPLICATION TO APPROPRIATE
AND DIVERT WATERS OF SAN DIEGUITO
RIVER.

It is understood by and between the parties that the hearing of the City's application to appropriate and divert waters from the San Dieguito River as evidenced by its Application No. 4127 now pending before the Division of Water Rights of the Department of Public Works of the State of California, together with the protest of the Owner, shall be continued from time to time by agreement of the parties and their respective attorneys, and that in the event the City elects to purchase the lands of the Owner, as herein provided, then the Owner agrees to withdraw its protest and consent to the granting of said Application No. 4127 by the Chief of the Division of Water Rights.

ARTICLE VI.

TIME IS ESSENCE

Time is hereby expressly declared to be of the essence of this contract and of each and all of the provisions thereof.

This contract shall bind the heirs, executors, administrators and assigns of the Owner.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name the day and year first above written, and the City, pursuant to an ordinance of the Common Council, duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be hereunto affixed.

JANET ELEANOR PRENTICE.

HELEN SHELDON GLITHERO.

Formerly Helen Sheldon Prentice

JANET ELIZABETH PRENTICE.

GEORGE G. PRENTICE

As guardian of the person and
estate of Hillyer Prentice.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI.
JNO. A. HELD.
L. C. MAIRE.
FRED A. HEILBRON.
DON M. STEWART.

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 17th day of January, 1927.

S. J. HIGGINS.
City Attorney of The City of San Diego
By Frank M. Downer, Jr.
Deputy

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

On this 17th day of January, 1927, before me, Fred W. Sick, a Notary Public in and for the County of San Diego, State of California, personally appeared Virgilio Bruschi, John A. Held, L. C. Maire, Fred A. Heilbron and Don. M. Stewart, members of the Common Council of The City of San Diego, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)
FRED W. SICK.
Notary Public in and for the County of San Diego, State of California.

RECORDED AT REQUEST OF City Clerk Feb. 24, 1927, at 10 o'clock A.M.,
In Book No. 1312 Page 201 of Deeds, Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder.
By N. C. Parsons, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, between Janet Eleanor Prentice, Helen Sheldon Glithero, formerly Helen Sheldon Prentice, Janet Elizabeth Prentice, and George G. Prentice, as guardian of the person and estate of Hillyer Prentice, a minor and the City of San Diego, being Document No. 200109.

ALLEN H. WRIGHT.
City Clerk of The City of San Diego, Calif.
By *August M. Wadstrom*
By *Mrs. C.* Deputy.

I hereby certify that the necessary funds are in the City Treasury for payment of within contract. Subject. to a proposed Ord. for 1750.00 to be appropriated from the Harbor Dept. Fund. 1/18/27.

H. L. MOODY
City Auditor.
F. E. VENRICH Deputy.

KNOW ALL MEN BY THESE PRESENTS, That ED. D. BARCLAY and PETER F. SCHANIEL, co-partners, doing business under the firm name and style of BARCLAY & SCHANIEL, as Principal and NEW YORK INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED FORTY Dollars (\$440.00), 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 7th day of February, 1927.

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 for the construction of a 54" storm drain, 180' in length, lying within the limits of the tide lands, at the west end of Kalmia Street, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

ED D. BARCLAY.
P. F. SCHANIEL.
Principal.
Doing business under the firm name and style of BARCLAY & SCHANIEL.

(SEAL)

NEW YORK INDEMNITY COMPANY.
Surety.

ATTEST:

By M. J. White,
Attorney-in-Fact

I hereby approve the form of the within Bond, this 9th day of February, 1927.

S. J. HIGGINS
City Attorney.

By Frank M. Downer, Jr.
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 February, 1927.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART.

(SEAL)
ATTEST

By ALLEN H. WRIGHT
City Clerk.

Members of the Common Council.

Fred W. Sick
Deputy.

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

On this 7th day of February in the year one thousand nine hundred and twenty-seven before me ALGY E. LILLICRAP, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. J. WHITE known to me to be the duly authorized Attorney in Fact of NEW YORK INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney in Fact of said Company, and the said M. J. WHITE acknowledged to me that she subscribed the name of NEW YORK INDEMNITY COMPANY thereto as principal, and her own name as Attorney in Fact.

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

(SEAL)

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

MATERIAL AND LABOR BOND.

KNOW ALL MEN BY THESE PRESENTS, That ED D. BARCLAY and PETER F. SCHANIEL, co-partners, doing business under the firm name and style of BARCLAY & SCHANIEL, as Principal, and NEW YORK INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, 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 EIGHT HUNDRED SEVENTY-FIVE Dollars (\$875.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal 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 7th day of February, 1927.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named ED D. BARCLAY and PETER F. SCHANIEL, co-partners, 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 of a 54" storm drain, 180 feet in length, lying within the limits of the tide lands, at the west end of Kalmia Street, in accordance with the plans and 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 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 exceding, however, in the aggregate of said recoveries, the amount of this bond as above specified:

ED D. BARCLAY
P. F. SCHANIEL
Doing business under the firm name and style of BARCLAY & SCHANIEL.
Principal.

ATTEST:

NEW YORK INDEMNITY COMPANY
Surety.

(SEAL)
ATTEST

By M. J. White
Attorney-in-Fact.

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

On this 7th day of February in the year one thousand nine hundred and

twenty-seven before me Algy E. Lillcrap, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. J. WHITE known to me to be the duly authorized Attorney in Fact of NEW YORK INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney in Fact of said Company, and the said M. J. WHITE acknowledged to me that she subscribed the name of NEW YORK INDEMNITY COMPANY thereto as principal, and her own name as Attorney in Fact.

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

(SEAL)

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

I hereby approve the form of the within Bond, this 9th day of February, 1927.

S. J. HIGGINS
City Attorney.

By Frank M. Downer, Jr.
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 February, 1927.

VIRGILIO BRUSCHI
JNO. A. RHELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

(SEAL)

ATTEST:

ALLEN H. WRIGHT
City Clerk.

By Fred W. Sick
Deputy.

CONTRACT.

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 21st day of February, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and ED D. BARCLAY and PETER F. SCHANIEL, co-partners doing business under the firm name and style of BARCLAY & SCHANIEL, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The construction of a fifty-four (54") storm drain, 180 feet in length, lying within the limits of the tide lands, at the west end of Kalmia Street, in said City, said work to be done in accordance with the plans and specifications therefor contained in Document No. 200041, filed in the Office of the City Clerk of said City.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: The sum of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1750.00)

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 sixty (60) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by them to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: The sum of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1750.00), 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 (25%) 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 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 they 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 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 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 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 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 said 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 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 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 them to be outside the requirements of this contract, or considers 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 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 in this agreement first above written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

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

ED. D. BARCLAY
P. F. SCHANIEL
Contractor.

By Fred W. Sick
Deputy.

I hereby approve the form of the foregoing Contract this 4th day of February, 1927.

S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between Barclay and Schaniel and the City of San Diego, being Document No. 201318.

ALLEN H. WRIGHT

City Clerk for the City of San Diego, Calif.

By August M. Skadstrom
Deputy.

CONTRACT.

SEE DOCUMENT #200858 FOR BOND & OTHER INFORMATION.

FOR THE CONSTRUCTION OF SUTHERLAND DAM AND
SPILLWAY, OUTLET WORKS AND ROAD, ON THE
SANTA YSABEL CREEK, IN THE COUNTY OF SAN
DIEGO, STATE OF CALIFORNIA.

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 7th day of February, 1927; by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first, part, and hereinafter sometimes designated as the City, and EDWARDS, WILDEY & DIXON CO., of Los Angeles, California, a co-partnership composed of party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: the building, erection, construction, completion and installation of, and to build, erect, construct, complete and install

- (1) A multiple arch type masonry dam at the Sutherland Dam Site, on the Santa Ysabel Creek, in the County of San Diego, State of California;
- (2) Spillway and outlet works in connection with said dam;
- (3) A road from the present County Highway in Black Canyon to the Sutherland Dam Site:

All as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 20th day of December, 1926, marked "Document No. 198876," and endorsed: "Plans & Specifications for Sutherland Dam for Multiple Arch Type:" said plans consisting of five (5) sheets and said specifications consisting of forty-six (46) sheets. That true copies of the advertisement for bids, proposal of contractor, and plans and specifications are hereunto annexed, marked "Exhibit A," by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

Said contractor hereby agrees to do and perform all of said work at and for the following prices, to-wit:

MULTIPLE ARCH DAM.

Item No.	Description of Material.	Amount.
1.1.	5,500 cu. yds. Class A excavation, at \$3.00 per cu. yd. - - - - -	16,500.00
2.2.	200 cu. yds. Class B excavation, at \$3.57 per cu. yd. - - - - -	714.00
3.3.	12,700 cu. yds. Class C excavation, at \$5.77 per cu. yd. - - - - -	73,279.00
4.	3,600 cu. yds. Class D excavation, at \$6.12 per cu. yd. - - - - -	22,032.00
5.	4,400 feet drill holes for grouting, at \$2.00 per foot, - - - - -	8,800.00
6.	5,000 feet 2 in. pipe for grouting, at \$.27 per foot, - - - - -	1,350.00
7.	66,200 barrels cement, at \$3.66 net per bbl., - - - - -	242,292.00
8.	10,500 cu. yds. Class A Concrete, at \$11.00 per cu. yd. - - - - -	115,500.00
9.	40,000 cu. yds. Class B Concrete, at \$6.25 per cu. yd. - - - - -	250,000.00
10.	100 cu. yds. Class C concrete, at \$6.00 per cu. yd. - - - - -	600.00
11.	3,900 feet 2 inch hand rail, at \$.55 per foot, - - - - -	2,145.00
12.	1,130,000 pounds reinforcing steel and trash racks, at \$.042 per lb., - - - - -	47,460.00
13.	2,250 cu. yds. of backfill, at \$1.50 per cu. yd - - - - -	3,375.00
TOTAL,		\$ 784,047.00

The price of concrete will include all expense of concrete in place, except cement, which will be paid for separately at the unit price bid, delivered at point of use.

OUTLET WORKS.

Item No.	Description of Material.	Amount.
1.	45 linear feet of 30 in. Class B, cast iron pipe, at \$23.55 per lin. ft., - - - - -	1,059.75
2.	2 - 30 in. spur geared wedge gate valves, at \$920.00 each, - - - - -	1,840.00
3.	2 - 24 in. balanced valves, at \$5,379.00 each, - - - - -	10,758.00
TOTAL, OUTLET WORKS, - - - - -		\$ 13,657.75

SCHEDULE
SLUICING WORKS.

Item No.	Description of Material.	Amount.
1.	100 linear feet of 24 in. Class B, cast iron pipe, at \$16.44 per lin. ft., - - - - -	1,644.00
2.	4 - 24 in. spur geared wedge gate valves, at \$495.00 each, - - - - -	1,980.00
TOTAL- SLUICING WORKS		\$ 3,624.00

SCHEDULE
SPILLWAY.

1.	2,800 cu. yds. Class A excavation, at \$1.00 per cu. yd. - - - - -	2,800.00
2.	6,600 cu. yds. Class C excavation, at \$2.00 per cu. yd. - - - - -	13,200.00
3.	315 cu. yds. Class A Concrete, at \$11.00 per cu. yd. - - - - -	3,465.00
4.	222 cu. yds. Class B Concrete, at \$7.00 per cu. yd. - - - - -	1,554.00
5.	700 lbs. reinforcing steel, at \$.042 per lb., - - - - -	29.40
6.	13,000 sq. ft. reinforcing mesh, at \$.057 per sq. ft., - - - - -	741.00
TOTAL - SPILLWAY,		\$ 21,789.40

The price of concrete will include all expense of concrete in place, except cement, which will be paid for separately at the unit price, delivered at point of use.

SCHEDULE.
R O A D.

Item No.	Description of Material:	Amount.
1.	12,000 cu. yds. Class A excavation, at \$.75 per cu. yd. - - - - -	\$ 9,000.00
2.	28,000 cu. yds. Class C excavation, at \$1.75 per cu. yd. - - - - -	49,000.00
3.	25 cu. yds. Rubble in headwalls, at \$12.00 per cu. yd. - - - - -	300.00
4.	240 linear feet eighteen (18) inch corrugated culverts, at \$2.30 per lin. ft. - - - - -	552.00
5.	240 linear feet twenty-four (24) inch corrugated culverts, at \$3.05 per lin. ft. - - - - -	732.00
6.	144 linear feet thirty-six (36) inch corrugated culverts, at \$5.35 per lin. ft. - - - - -	770.40
7.	240 linear feet eighteen (18) inch cement culverts, at \$2.30 per lin. ft. - - - - -	552.00
8.	240 linear feet twenty-four (24) inch cement culverts, at \$3.05 per lin. ft. - - - - -	732.00
9.	144 linear feet thirty-six (36) inch cement culverts, at \$5.35 per lin. ft. - - - - -	770.40
TOTAL - ROAD,		\$ 62,408.80

The price of concrete will include all expense of concrete in place, except cement, which will be paid for separately at the unit price, delivered at point of use. Premium on bonds, - - - - - \$ 13,270.00.

Said contractor agrees to commence said work within thirty (30) days after notification of the execution of the contract on behalf of the City, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within four hundred fifty (450) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said city, the sums of money hereinabove set forth, in the manner and at the times provided for in paragraphs 44, 45, and 46 (pages 18 and 19, of the Specifications attached hereto and made a part hereof.

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.

The contractor shall keep harmless and indemnify said City, its officers and agents, from all damage, cost or expense that arises or is set up for infringement of patent rights of any one for use by The City of San Diego, its officers or agents, of articles supplied by the contractor under this contract, of which he is not entitled to use or sell; as provided for in paragraph 36 of the Specifications attached hereto and made a part hereof.

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 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 said 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 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 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 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 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 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
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

EDWARDS, WILDEY & DIXON CO.

By L. E. Dixon
Contractor.

(SEAL)

ATTEST:

ALLEN H. WRIGHT

City Clerk.

ATTEST:

By Fred W. Sick

Deputy.

ATTEST:

Oliver Starr.

I hereby approve the form of the foregoing Contract this 7th day of February, 1927.

S. J. HIGGINS.
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between EDWARDS, WILDEY & DIXON CO. and the City of San Diego, being Document No. 200858.

ALLEN H. WRIGHT
City Clerk for the City of San
Diego, Calif.

By *August M. Wadstrom*
Deputy.

LEASE.

THIS INDENTURE OF LEASE, made this 21st day of February, 1927, between THE SERVICE GARAGE, of the City of San Diego, California, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, WITNESSETH:

That for and in consideration of the payment 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 does hereby lease, demise and let unto the said party of the second part the following described property, to-wit:

That certain space now occupied by the Police Department of The City of San Diego, and situate in that garage known as the Service Garage, located at Second and G Streets, in the City of San Diego, California, for the term of one year, commencing on the first day of January, 1927, and ending on the thirty-first day of December, 1927, at a monthly rental in the sum of thirty dollars (\$30.00) payable monthly in advance on the first day of each and every calendar month of said term.

And the said party of the second part does hereby promise and agree to pay to the said party of the first part the said rent herein reserved in the manner herein specified. Said second party further agrees not to let or sublet 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 its 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 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 first part agrees to pay the water rate during the continuance of this lease.

IN WITNESS WHEREOF, the said party of the first part has hereunto subscribed its name, and 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, the party of the second part, the day and year first hereinabove written.

SERVICE GARAGE

By Jesse G. Harkey.
Party of the First Part.

THE CITY OF SAN DIEGO

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

By VIRGILIO BRUSCHI
 JNO. A. HELD
 L. C. MAIRE
 FRED A. HEILBRON
 DON M. STEWART
 Members of the Common Council.

Party of the Second Part.

By Fred W. Sick
 Deputy.

I hereby approve the form of the foregoing Lease, this 15 day of January, 1927.

S. J. HIGGINS, City Attorney.

By Frank M. Downer Jr.,
 Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between THE SERVICE GARAGE, and the City of San Diego, being Document No. 199956.

ALLEN H. WRIGHT
 City Clerk for the City of San Diego, Calif.

By *August M. Wadsworth* Deputy.
By Mrs. A.

LEASE.

THIS INDENTURE OF LEASE, made this 21st day of February, 1927, 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. 10868 of the ordinances of The City of San Diego, authorizing the execution of this lease, and GRACE B. DIFFENDORF, hereinafter designated as the Lessee, WITNESSETH:

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

That portion of Pueblo Lot 1336 of the Pueblo Lands of The City of San Diego particularly described as follows: Beginning at a point on the Northerly line of Pueblo Lot 1336 distant 330 feet westerly from the Northeast corner of said Pueblo Lot; thence North 89° 42' 40" West along the Northerly line of said Pueblo Lot a distance of 811.43 feet to a point; thence South 29° 33' 30" East 446.98 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 Easterly line of said Pueblo Lot; thence North 0° 23' 13" East along the easterly line of said Pueblo Lot a distance of 1508 feet to a point; thence North 45° 22' West 460.67 feet to the place of beginning; and

The following described portions of Pueblo Lot 1329 of the Pueblo Lands of The City of San Diego: Beginning at a point on the division line between Pueblo Lots 1329 and 1359, distant 220 feet Northerly from the Southwest corner of Pueblo Lot 1359; thence North 15° 0' West along said division line a distance of 1374 feet to a point; thence South 35° 30' 30" West 497.72 feet to a point; thence South 76° 28' 50" West 210.57 feet to a point; thence South 15° 34' East 335.08 feet to a point; thence South 4° 33' 20" West 396.82 feet to a point; thence South 62° 48' 10" East 560.06 feet to a point; thence North 72° 52' 50" East 309.98 feet to the place of beginning; also, beginning at a point on the easterly line of Pueblo Lot 1329 distant 235 feet Southerly from the Northwest corner of Pueblo Lot 1357; thence South 15° 26' 10" East along the easterly line of Pueblo Lot 1329 a distance of 260 feet to a point; thence South 76° 30' 40" West, 1059.33 feet to a point; thence North 52° 31' 30" West, 373.37 feet to a point; thence North 61° 44' West 247.26 feet to a point on the northerly line of Pueblo Lot 1329; thence North 74° 59' 30" East along the Northerly line of Pueblo Lot 1329 a distance of 1464 feet to a point; thence South 39° 26' 30" East 258.11 feet to the place of beginning.

For a term beginning January 11, 1927, and ending on the 31st day of December, 1927, at a rental of fifty dollars (\$50.00) for said term, 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 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 she 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 Lessee further covenants and agrees that she will not assign her interest in said lease or in the lands hereby leased, and that she 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 all of the property hereinabove described for pasturage and agricultural purposes only. 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 affixed her signature the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI
 JNO. A. HELD
 L. C. MAIRE
 FRED A. HEILBRON
 DON M. STEWART

(SEAL)

ATTEST:
ALLEN H. WRIGHT
City Clerk.

Members of the Common Council.

By Fred W. Sick
Deputy.

Grace B. Diffendorf.
Lessee.

I hereby approve the form of the foregoing Lease, this 19th day of January, 1927.

S. J. HIGGINS,
City Attorney.

By Frank M. Downer Jr.
Deputy City Attorney.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Lease between GRACE B. DIFFENDORF and the City of San Diego, being Document No. 200115.

ALLEN H. WRIGHT, City Clerk of the City of San Diego, By *August M. Hadstrom* Deputy.

THIS AGREEMENT OF LEASE, made and entered into as of the 21st day of February, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated Lessor, and CHARLES E. SMITH, hereinafter designated Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that portion of the Rancho San Bernardo, situate in the County of San Diego, State of California, lying below the 395-foot contour of the Lake Hodges Reservoir, United States Geological Survey datum, particularly described as follows: Beginning at Point No. 656 on the 315-foot contour of Lake Hodges, according to Map No. 232, filed in the office of the San Dieguito Water Company, 724 South Spring Street, Los Angeles, California; thence South 47° east 1600 feet more or less to a point on the North end of a bridge crossing Green Valley Creek, for the true point of beginning; thence South 14° 30' East 350 feet, more or less, to a point of intersection with the 395-foot contour, U. S. G. S. datum; thence following the 395-foot contour in a Southeasterly direction crossing Green Valley Creek; thence continuing on the said 395-foot contour in a Northwesterly direction to an intersection with the said 395-foot contour and a line drawn at an angle North 75° 30' East from the true point of beginning; thence following said line in a Southwesterly direction to the true point of beginning.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three (3) years commencing on the 1st day of January, 1927, and ending on the 31st day of December, 1929, at a rental of fifty dollars (\$50.00) per year, payable as follows: Fifty dollars (\$50.00) on the signing of this lease; fifty dollars (\$50.00) on January 1st, 1928; and fifty dollars (\$50.00) on January 1st, 1929.

In consideration of the premises the Lessee agrees with Lessor as follows:

(a) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that Lessee will use the lands above described for pasturage purposes only; and for no other purpose whatsoever; that Lessee will at all times, and at Lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that Lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon; that Lessee will prevent live stock from entering the lake from the demised premises;

(b) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, Lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the Lessor shall have, and said Lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessee at least thirty (30) days' notice of Lessor's intention so to do. Such notice may be served upon the Lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises.

The Lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the Lessor, nor shall the Lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the Lessor.

The Lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the improvements thereon.

It is agreed that if any default shall be made by the Lessee in payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

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

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 The City of San Diego, pursuant to a resolution of said Common Council, duly and regularly adopted, authorizing such execution, and the Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI
JNO. A. EHLD
L. C. MAIRE

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

FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

By Fred W. Sick.
Deputy.

CHAS. E. SMITH
Lessee.

I hereby approve the form of the foregoing Lease this 14th day of February, 1927.

S. J. HIGGINS,
City Attorney.

By Frank M. Downer Jr.
Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of Lease and the City of San Diego, being Document No. 201278.

ALLEN H. WRIGHT, City Clerk of the City of San Diego. By *August M. Hadley*
Deputy

BOND

KNOW ALL MEN BY THESE PRESENTS, That SIDNEY E. MAYER COMPANY, a corporation, and E. J. RICKERSON AND V. R. KNIGHT 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 Two thousand four hundred twenty Dollars (\$2,420.00), 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 28th day of February, 1927.

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 eight (8) Byron-Jackson #2-A Turbine Pumps, with U. S. Vertical, Autostart Motors, complete, with all necessary equipment, wiring, check valves and air relief valves at the Riverview Wells, about two miles west of Lakeside, in the County of San Diego, State of 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.

SIDNEY E. MAYER & CO.

(SEAL)
ATTEST:

Sidney E. Mayer, President
Principal.

E. J. RICKERSON
V. R. KNIGHT
Sureties.

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

E. J. Rickerson and V. R. Knight 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.

E. J. RICKERSON
V. R. KNIGHT

Subscribed and sworn to before me this 28th day of February, 1927.

(SEAL)

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 28th day of February, 1927.

S. J. HIGGINS
City Attorney of the City of San Diego
By Frank M. Downer Jr.,
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 February, 1927.

(SEAL)
ALLEN H. WRIGHT
City Clerk.

By Fred W. Sick
Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD.
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council

CONTRACT.

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 28th day of February, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and SIDNEY E. MAYER COMPANY, a corporation, 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:

Eight (8) Byron-Jackson #2-A Turbine Pumps, with U. S. Vertical, Autostart Motors, complete, with all necessary equipment, wiring, check valves and air relief valves at the River view Wells, about two miles west of Lakeside, in the County of San Diego, State of California; all in accordance with the specifications contained in Document No. 200247, filed in the office of the City Clerk of said City on January 22, 1927; which said specifications are by reference thereto incorporated herein and made a part hereof as though fully set out herein.

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

For the sum of nine thousand, six hundred eighty dollars (\$9,680.00).

Said contractor agrees to begin delivery of said material within 30 days from and after the date of the execution of this contract, and to complete said delivery on or before the 15th day of April, 1927.

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

The sum of nine thousand, six hundred eighty dollars (\$9,680.00), payable as follows: Fifty per cent. (50%) upon the delivery of said pumps at the Riverview Wells, about two miles west of Lakeside, in the County of San Diego, State of California; and fifty per cent. (50%) after said pumps have been installed and suitable tests have been conducted to determine the actual plant or over-all efficiency of all pumps under existing operating conditions.

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

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

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

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

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

By Fred W. Sick
Deputy.

SIDNEY E. MAYER & CO.

Sidney E. Mayer, President.
Contractor.

(SEAL)
ATTEST:

I hereby approve the form of the foregoing contract, this 28th day of February, 1927.

S. J. HIGGINS.
City Attorney.

By Frank M. Downer Jr.,
Deputy City Attorney.

I HEREBY CERTIFY THAT the above and foregoing is a full, true and correct copy of Contract between SIDNEY E. MAYER COMPANY, a corporation and the City of San Diego, being Document No. 201587.

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

By August M. Vadstrom
Deputy.
By [Signature]

KNOW ALL MEN BY THESE PRESENTS, That GENERAL CHEMICAL COMPANY, as Principal and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED THIRTY Dollars (\$330.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of February, 1927.

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 40 tons of Sulphate of Alumina, f.o.b. California and Grape Streets, 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.

GENERAL CHEMICAL COMPANY,
By Phil. A. Olson,
Branch Manager.
Principal.

Subscribed and sworn to before me this
18th day of Feb., 1927.

THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK.
By Margaret E. McLeod, Attorney. (SEAL)
Surety.

Paul J. Emme
(SEAL) Notary Public in and for the County
of Los Angeles, State of California.
My Commission expired May 22nd, 1927

I hereby approve the form of the within Bond, this 21st day of February, 1927.

S. J. HIGGINS
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 21st day of February, 1927.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

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

By Fred W. Sick
Deputy.

STATE OF CALIFORNIA,)
) ss.
County of Los Angeles)

On this 18th day of February in the year One Thousand Nine Hundred and twenty-seven, 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 Margaret E. McLeod 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.

(SEAL)

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

CONTRACT.

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 21st day of February, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GENERAL CHEMICAL COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City; Forty (40) tons of Sulphate of Alumina, one car of 80,000 pounds, in accordance with the specifications on file in the office of the Superintendent of the Purchasing Department; delivery, f.o.b. California and Grape Streets, San Diego, California.

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

For the price of ONE and 65/100 DOLLARS (\$1.65) per cwt.

Said contractor agrees to begin delivery of said material within fourteen (14) days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 192_. (as specified)

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: The sum of ONE and 65/100 DOLLARS (\$1.65) per cwt.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

((SEAL))

ATTEST:

ALLEN H. WRIGHT
City Clerk.By Fred W. Sick
Deputy.Subscribed and sworn to before me this
18th day of Feb., 1927,Paul J. Emme,
Notary Public in and for the County of
Los Angeles, State of California.My Commission expires May 22nd, 1927.
(SEAL)I hereby approve the form of the foregoing contract, this 11th day of
February, 1927.

THE CITY OF SAN DIEGO.

By
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

GENERAL CHEMICAL COMPANY

By Phil. A. Olson,
Branch Manager
Contractor.S. J. HIGGINS
City Attorney.By Frank M. Downer Jr.,
Deputy City Attorney.I HEREBY CERTIFY that the above and foregoing is a full, true and correct
copy of Contract between GENERAL CHEMICAL COMPANY and the City of San Diego, being Document
No. 201372½.ALLEN H. WRIGHT
City Clerk for the City of San
Diego, California.By *August M. Wadstrom*
Deputy.
By Murch

LEASE

THIS AGREEMENT OF LEASE, made and entered into as of the 21st day of February, 1927,
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 B. PAROLI, hereinafter designated the Lessee, WITNESSETH:That the Lessor, for and in consideration of the payment of the rents to be paid
by the Lessee as hereinafter set forth, and in consideration of the covenants of the Lessee
hereinafter set out and their faithful performance by such Lessee, and upon and subject to the
terms, conditions and reservations herein set forth, hereby sublets unto the Lessee that
certain real property situated in the County of San Diego, State of California, and particu-
larly described as follows, to-wit:All those certain parcels of land described under the headings "Parcel 46", "Parcel
47", "Parcel 48", "Parcel 49", "Parcel 50", and "Parcel 54" in that certain trust indenture,
San Dieguito Water Company to Union Bank & Trust Company of Los Angeles, Trustee, dated
July 1, 1924, and recorded August 5, 1924 in the office of the County Recorder of San Diego
County, California, in Book 1020 of Deeds, at page 361 et seq.Subject, however, to all easements, encumbrances and liens of every kind, nature and
description whatsoever, existing against or in respect to said property; for the term of three
years commencing on the 1st day of January, 1927, and ending on the 31st day of December,
1929, at a rental of two hundred and seventy-five dollars (\$275.00) per year, payable as
follows:One hundred and seventy-five dollars (\$175.00) upon the signing of this lease; one
hundred dollars (\$100.00) on July 1st, 1927; one Hundred and seventy-five dollars (\$175.00)
on January 1st, 1928; one hundred dollars on July 1st, 1928; one hundred and seventy-five
dollars (\$175.00) on January 1st, 1929; and one hundred dollars (\$100.00) on July 1st, 1929.

In consideration of the premises the Lessee agrees with the Lessor as follows:

(a) That the Lessee will pay the said rental promptly at the time when the same
shall become payable, as above provided; that Lessee will cultivate the lands above described
during the said term, and care for the same and the crops thereon according to the rules of
good husbandry; that Lessee will at all times, and at Lessee's own cost and expense, keep the
buildings and other improvements on said demised premises in good repair and condition; that
Lessee will not commit any waste or damage, or suffer any such to be committed upon the said
premises, or respecting any of the buildings or improvements thereon.(b) That Lessee will fully and faithfully keep and observe each and all of the terms
and conditions of this agreement to be kept or observed, and that upon the expiration of said
term, or the earlier termination thereof, Lessee will surrender the said demised premises,
and each and every part thereof, without demand or notice and in as good condition as the
same are in at the time of the execution of this lease, wear and tear and damage by the elements
excepted.IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary
notwithstanding, the Lessor shall have, and said Lessor hereby reserves, the right to ter-
minate this lease at any time and take possession of the said demised premises and every part
thereof; provided, however, that the Lessor shall, as a condition to the exercise of said
right of termination, give to the Lessee at least thirty (30) days' notice of Lessor's intention
so to do. Such notice may be served upon the Lessee personally, or it may be left with some
person in charge of said demised premises, or may be posted on said demised premises; and
said Lessor shall pay to the Lessee a sum which shall be sufficient to compensate the Lessee
for the damage which the Lessee may suffer by reason of the termination of said lease by the
Lessor, as above provided; prior to the expiration of the term as herein fixed; if the Lessor
and the Lessee cannot agree upon the amount of such compensation, then it shall be determined
by a board of arbitrators to consist of three members, one of whom shall be chosen by the
Lessor and one by the Lessee, and the two so chosen shall select a third. A decision of the
majority shall be binding upon the parties hereto. However, in the event of the construction
of Sutherland Dam by The City of San Diego Lessee hereby waives any and all claims for damages
or injury to this lease-hold by reason of such construction of Sutherland Dam while lessee
remains in possession of the premises hereby demised.The Lessee shall not have the right to make, or suffer to be made, any alterations
in said premises or the buildings or improvements thereon without first obtaining, in each
instance, the written consent thereto by the Lessor, nor shall the Lessee have the right to

underlet said premises, or any part thereof, or to assign this lease, without first obtaining, in each instance, the written consent thereto by the Lessor.

The Lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the Lessee in the payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term of condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

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

IT IS FURTHER UNDERSTOOD AND AGREED that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and year first above written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

JNO. A. HEID.

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

Lessor.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

B. PAROLI (14) HIS MARK.

Witnessed by A. A. SOWLE
Ramona, Cal.

I HEREBY APPROVE

the form of the foregoing Lease this 14 day of February, 1927.

S. J. HIGGINS, City Attorney.

By FRANK M. Downer Jr.,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between B. Paroli and the City of San Diego. Being Document No. 201276.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.
By Mrs. S.

AGREEMENT FOR RENEWAL OF OPTION.

WHEREAS, The City of San Diego entered into an agreement with Everett Peet and Mary E. Peet, husband and wife, on the 18th day of June, 1926, which said agreement is contained in Document No. 200105 on file in the office of the City Clerk of said City, and is recorded in the office of the County Recorder of San Diego County, California, in Book 1297 of Deeds, at page 457, wherein and whereby the said Everett Peet and Mary E. Peet granted to The City of San Diego an exclusive option to purchase certain lands in the San Pasqual Valley, in the County of San Diego, State of California, which said lands are more particularly described in said agreement; and

WHEREAS, said agreement provided that The City of San Diego should have the right to renew said option on or before June 18th, 1927, by serving a written notice on said Everett Peet and Mary E. Peet within sixty days prior to said June 18th, 1927, that said City intended to renew said option for an additional period of two (2) years; and

WHEREAS, said agreement provided that said City could renew said option by paying to said Everett Peet and Mary E. Peet the sum of nine thousand nine hundred and fifty dollars (\$9,950.00); and

WHEREAS, said City is desirous of renewing said option, and is ready to pay said sum of nine thousand nine hundred and fifty dollars (\$9,950.00) to said Everett Peet and Mary E. Peet, NOW, THEREFORE,

THIS MEMORANDUM OF AGREEMENT, made and entered into this 10 day of February, 1927, by and between EVERETT PEET AND MARY E. PEET, husband and wife, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the Owners, and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a Freeholders' Charter in the State of California, hereinafter referred to as the City, WITNESSETH:

That for and in consideration of the sum of nine thousand nine hundred and fifty dollars (\$9,950.00), the receipt whereof is hereby acknowledged in this agreement, the said Owners Everett Peet and Mary E. Peet hereby renew that certain option to purchase lands located in the San Pasqual Valley, in the County of San Diego, State of California, more particularly described in that certain agreement on file in the office of the City Clerk of the City of San Diego and contained in Document No. 200105, and recorded in the office of the County Recorder of San Diego County, California, in Book 1297 of Deeds, at page 457 et seq., and which said option was to run for a period of one (1) year beginning June 18th, 1926, and expiring June 18th, 1927, for an additional period of two (2) years beginning June 18th, 1927, and ending June 18th, 1929.

And said Owners hereby grant and give to The City of San Diego an exclusive option to purchase the lands particularly described in said agreement contained in said Document No. 200105, on file in the office of the City Clerk of said City, and recorded in the office of the County Recorder of San Diego County, California, in Book 1297, of Deeds, at page 457 et seq., for the sum of fifty thousand dollars (\$50,000.00); and in the event that said City exercises its option on or before the expiration of the two-year period herein provided for to purchase said lands, it shall then be entitled to a credit on the purchase price herein of the amount paid to the Owners for the option contained in said agreement of June 18th,

1926, and the renewal thereof as herein contained, to-wit, the sum of ten thousand dollars (\$10,000.00).

It is further expressly understood and agreed by both parties hereto that except as herein provided, all the terms, provisions and conditions of the agreement of June 18th, 1926, as contained in Document No. 200105, on file in the office of the City Clerk of said City, by and between Everett Peet and Mary E. Peet, and The City of San Diego, shall remain in full force and effect; and all of the terms and conditions and articles of said agreement, except as herein modified, are incorporated herein and made a part hereof to all intents and purposes as though herein set forth in full.

IN WITNESS WHEREOF, the Owners have hereunto subscribed their names, and 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 The City of San Diego, pursuant to a resolution of said Common Council, duly and regularly adopted, authorizing such execution, the day and year first hereinabove written.

EVERETT PEET

MARY E. PEET
Owners.

THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART

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 10 day of February, 1927.

S. J. HIGGINS.
City Attorney of The City of San Diego, California.
By FRANK M. DOWNER JR.,
Deputy.

RECORDED AT REQUEST OF City Clerk FEB 24 1927 at 11 o'clock A.M. In Book No. 1309
Page 218 of DEEDS Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By W. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for renewal of Option with Everett Peet and Mary E. Peet with The City of San Diego, Being Document No. 201261.

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

By *August M. Skadstrom* Deputy.
By Mrs. L.

AGREEMENT FOR RENEWAL OF OPTION.

WHEREAS, The City of San Diego entered into an agreement with George G. Prentice on the 11th day of June, 1926, which said agreement is contained in Document No. 200108, on file in the office of the City Clerk of said City, and is recorded in the office of the County Recorder of San Diego County, California, in Book 1337 of Deeds, at page 25, wherein and whereby the said George G. Prentice granted to The City of San Diego an exclusive option to purchase certain lands in the San Pasqual Valley, in the County of San Diego, State of California, which said lands are more particularly described in said agreement; and

WHEREAS, said agreement provided that The City of San Diego should have the right to renew said option on or before June 11th, 1927, by serving a written notice on said George G. Prentice within sixty days prior to said June 11th, 1927, that said City intended to renew said option for an additional period of two (2) years; and

WHEREAS, said agreement provided that said City could renew said option by paying to said George G. Prentice the sum of two hundred dollars (\$200.00); and

WHEREAS, said City is desirous of renewing said option, and is ready to pay said sum of two hundred dollars (\$200.00) to said George G. Prentice, NOW, THEREFORE,

THIS MEMORANDUM OF AGREEMENT, made and entered into this 10 day of February, 1927, by and between GEORGE G. PRENTICE, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the Owner, and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a Freeholders' Charter in the State of California, hereinafter referred to as the City; WITNESSETH:

That for and in consideration of the sum of two hundred dollars (\$200.00), the receipt whereof is hereby acknowledged in this agreement, the said Owner George G. Prentice hereby renews that certain option to purchase lands located in the San Pasqual Valley, in the County of San Diego, State of California, more particularly described in that certain agreement on file in the office of the City Clerk of The City of San Diego and contained in Document No. 200108, and recorded in the office of the County Recorder of San Diego County, California, in Book 1337 of Deeds, at page 25 et seq., and which said option was to run for a period of one (1) year beginning June 11th, 1926, and expiring June 11th, 1927, for an additional period of two (2) years beginning June 11th, 1927, and ending June 11th, 1929.

And said Owner hereby grants and gives to The City of San Diego an exclusive option to purchase the lands particularly described in said agreement contained in said Document No. 200108, on file in the office of the City Clerk of said City, and recorded in the office of the County Recorder of San Diego County, California, in Book 1337, of Deeds, at page 25 et seq., for the sum of one thousand dollars (\$1000.00); and in the event that said City exercises its option on or before the expiration of the two-year period herein provided for to purchase said lands, it shall then be entitled to a credit on the purchase price herein of the amount paid to the Owner for the option contained in said agreement of June 11th, 1926, and the renewal thereof as herein contained, to-wit, the sum of two hundred and fifty dollars (\$250.00).

It is further expressly understood and agreed by both parties hereto that except as herein provided, all the terms, provisions and conditions of the agreement of June 11th, 1926, as contained in Document No. 200108, on file in the office of the City Clerk of said City, by and between George G. Prentice and The City of San Diego, shall remain in full force and effect; and all of the terms and conditions and articles of said agreement, except as herein modified, are incorporated herein and made a part hereof to all intents and purposes as though herein set forth in full.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name, and 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 The City of San Diego, pursuant to a resolution of said Common Council, duly and regularly adopted, authorizing such execution, the day and year first hereinabove written.

GEORGE G. PRENTICE
Owner..

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk.
By FRED W. Sick Deputy.

By THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

I HEREBY APPROVE

the form of the foregoing Agreement this 10 day of February, 1927.

S. J. HIGGINS
City Attorney of The City of San Diego, California.
By FRANK M. DOWNER JR.,
Deputy.

(SEE BELOW)

RECORDED AT REQUEST OF City Clerk FEB 24 1927 at 11 o'clock A.M. In Book No. 1320
Page 185 of Deed Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for renewal of option with George G. Prentice with The City of San Diego. Being Document No. 201263.

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

By *August M. Wadstrom* Deputy.
By Mrs. M.

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

On this 10 day of February, A.D. Nineteen Hundred and Twenty-seven, before me, Frank M. Downer, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared GEORGE G. PRENTICE, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

FRANK M. DOWNER JR.,
Notary Public in and for the County of San Diego,
State of California.

AGREEMENT FOR RENEWAL OF OPTION.

WHEREAS, The City of San Diego entered into an agreement with Edward H. Webb and Cora Belle Webb, husband and wife, on the 9th day of June, 1926, which said agreement is contained in Document No. 200106, on file in the office of the City Clerk of said City, and is recorded in the office of the County Recorder of San Diego County, California, in Book 1305 of Deeds, at page 199, wherein and whereby the said Edward H. Webb and Cora Belle Webb granted to The City of San Diego an exclusive option to purchase certain lands in the San Pasqual Valley, in the County of San Diego, State of California, which said lands are more particularly described in said agreement; and

WHEREAS, said agreement provided that The City of San Diego should have the right to renew said option on or before June 9th, 1927, by serving a written notice on said Edward H. Webb and Cora Belle Webb, within sixty (60) days prior to said June 9th, 1927, that said City intended to renew said option for an additional period of two (2) years; and

WHEREAS, said agreement provided that said City could renew said option by paying to said Edward H. Webb and Cora Belle Webb the sum of forty-nine thousand, nine hundred fifty dollars (\$49,950.00); and

WHEREAS, said City is desirous of renewing said option, and is ready to pay said sum of forty-nine thousand nine hundred fifty dollars (\$49,950.00) to said Edward H. Webb and Cora Belle Webb, NOW, THEREFORE,

THIS MEMORANDUM OF AGREEMENT, made and entered into this 10 day of February, 1927, by and between EDWARD H. WEBB and CORA BELLE WEBB, husband and wife, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the Owners, and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a Freeholders' Charter in the State of California, hereinafter referred to as the City, WITNESSETH:

That for and in consideration of the sum of forty-nine thousand nine hundred fifty dollars (\$49,950.00), the receipt whereof is hereby acknowledged in this agreement, the said Owners Edward H. Webb and Cora Belle Webb, husband and wife, hereby renew that certain option to purchase lands located in the San Pasqual Valley, in the County of San Diego, State of California, more particularly described in that certain agreement on file in the office of the City Clerk of The City of San Diego and contained in Document No. 200106, and recorded in the office of the County Recorder of San Diego County, California, in Book 1305 of Deeds, at page 199 et seq., and which said option was to run for a period of one (1) year beginning June 9th, 1926, and ending June 9th, 1927, for an additional period of two (2) years beginning June 9th, 1927, and ending June 9th, 1929.

And said Owners hereby grant and give to The City of San Diego an exclusive option to purchase the lands particularly described in said agreement contained in said Document No. 200106, on file in the office of the City Clerk of said City, and recorded in the office of the County Recorder of San Diego County, California, in Book 1305 of Deeds, at page 199 et seq., for the sum of two hundred fifty thousand dollars (\$250,000.00); and in the event that said City exercises its option on or before the expiration of the two-year period herein provided for to purchase said lands, it shall then be entitled to a credit on the purchase price herein of the amount paid to the Owners for the option contained in said agreement of June 9th, 1926, and the renewal thereof as herein contained, to-wit, the sum of fifty thousand dollars (\$50,000.00).

It is further expressly understood and agreed by both parties hereto that except as herein provided, all the terms, provisions and conditions of the agreement of June 9th, 1926, as contained in Document No. 200106, on file in the office of the City Clerk of said City, by and between Edward H. Webb and Cora Belle Webb, husband and wife, and The City of San Diego, shall remain in full force and effect; and all of the terms and conditions and articles of said agreement, except as herein modified, are incorporated herein and made a part hereof to all intents and purposes as though herein set forth in full.

IN WITNESS WHEREOF, The Owners have hereunto subscribed their names, and 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 The City of San Diego, pursuant to a resolution of said Common Council, duly and regularly adopted, authorizing such execution, the day and year first hereinabove written.

EDWARD H. WEBB

CORA BELLE WEBB
Owners.

BY

(SEAL) ATTEST:
ALLEN H. WRIGHT City Clerk.
By FRED W. SICK
Deputy.

THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON.
DON M. STEWART
Members of the Common Council.

I HEREBY APPROVE

the form of the foregoing Agreement this 10 day of February, 1927.

S. J. HIGGINS
City Attorney of The City of San Diego, California.
By FRANK M. DOWNER JR.
Deputy.

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

On this 10 day of February, A.D. Nineteen hundred and twenty-seven, before me, Frank M. Downer, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared EDWARD H. WEBB and CORA BELLE WEBB, husband and wife, known to me to be the persons described in and whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same.

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

FRANK M. DOWNER, JR.,
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED AT REQUEST OF City Clerk FEB 24 1927 at 11 o'clock A.M. In Book No. 1342
Page 35 of Deeds Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By M. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for renewal of Option with Edward H. Webb & Cora Belle Webb with the City of San Diego. Being Document No. 201271.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Haditrom* Deputy.
By M. P. H.

AGREEMENT FOR RENEWAL OF OPTION

WHEREAS, The City of San Diego entered into an agreement with C. G. Marchus on the 15th day of June, 1926, which agreement is contained in Document No. 200107, on file in the office of the City Clerk of said City, and is recorded in the office of the County Recorder of San Diego County, California, in Book 1294 of Deeds, at page 455, wherein and whereby the said C. G. Marchus granted to The City of San Diego an exclusive option to purchase certain lands in the San Pasqual Valley, in the County of San Diego, State of California, which said lands are more particularly described in said agreement; and

WHEREAS, said agreement provided that The City of San Diego should have the right to renew said option on or before June 15th, 1927, by serving a written notice on said C. G. Marchus within sixty (60) days prior to said June 15th, 1927, that said City intended to renew said option for an additional period of two (2) years; and

WHEREAS, said agreement provided that said City could renew said option by paying to said C. G. Marchus the sum of eleven thousand nine hundred fifty dollars (\$11,950.00); and

WHEREAS, said City is desirous of renewing said option, and is ready to pay said sum of eleven thousand nine hundred fifty dollars (\$11,950.00) to said C. G. Marchus, NOW,

THEREFORE,
THIS MEMORANDUM OF AGREEMENT, made and entered into this 10 day of February, 1927, by and between C. G. MARCHUS, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the Owner, and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a Freeholders' Charter in the State of California, hereinafter referred to as the City, WITNESSETH:

That for and in consideration of the sum of eleven thousand nine hundred fifty dollars (\$11,950.00), the receipt whereof is hereby acknowledged in this agreement, the said Owner C. G. Marchus hereby renews that certain option to purchase lands located in the San Pasqual Valley, in the County of San Diego, State of California, more particularly described in that certain agreement on file in the office of the City Clerk of The City of San Diego and contained in Document No. 200107, and recorded in the office of the County Recorder of San Diego County, California, in Book 1294 of Deeds, at page 455 et seq., and which said option was to run for a period of one (1) year beginning June 15th, 1926, and expiring June 15th, 1927, for an additional period of two (2) years beginning June 15th, 1927, and ending June 15th, 1929.

And said Owner hereby grants and gives to The City of San Diego an exclusive option to purchase the lands particularly described in said agreement contained in said Document No. 200107, on file in the office of the City Clerk of said City, and recorded in the office of the County Recorder of San Diego County, California, in Book 1294, of Deeds, at page 455

et seq., for the sum of sixty thousand dollars (\$60,000.00); and in the event that said City exercises its option on or before the expiration of the two-year period herein provided for to purchase said lands, it shall then be entitled to a credit on the purchase price herein of the amount paid to the Owner for the option contained in said agreement of June 15th, 1926, and the renewal thereof as herein contained, to-wit, the sum of twelve thousand dollars (\$12,000.00).

It is further expressly understood and agreed by both parties hereto that except as herein provided, all the terms, provisions and conditions of the agreement of June 15th, 1926, as contained in Document No. 200107, on file in the office of the City Clerk of said City, by and between C. G. Marchus and The City of San Diego, shall remain in full force and effect; and all of the terms and conditions and articles of said agreement, except as herein modified, are incorporated herein and made a part hereof to all intents and purposes as though herein set forth in full.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name, and 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 The City of San Diego, pursuant to a resolution of said Common Council, duly and regularly adopted, authorizing such execution, the day and year first hereinabove written.

C. G. MARCHUS

MARIE B. MARCHUS
Owner.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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 10th day of February, 1927.

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

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

On this 10 day of February, in the year one thousand, nine hundred and twenty-seven A.D. before me, Frank M. Downer, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. G. MARCHUS and MARIE B. MARCHUS, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) FRANK M. DOWNER, JR.,
Notary Public in and for the County of San Diego,
State of California.

RECORDED AT REQUEST OF City Clerk FEB 24 1927 at 11 o'clock A.M. In Book No. 1285
Page 470 of Deeds Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for renewal of option with C. G. Marchus and Marie B. Marchus with the City of San Diego. Being Document No. 201273.

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

By *August M. Wadstrom* Deputy.
By Mrs. H.

AGREEMENT FOR RENEWAL OF OPTION

WHEREAS, The city of San Diego entered into an agreement with F. Herbert Judson on the 18th day of August, 1926, which said agreement is contained in Document No. 193523, on file in the office of the City Clerk of said City, wherein and whereby the said F. Herbert Judson granted to The City of San Diego an exclusive option to purchase certain lands in the San Pasqual Valley, in the County of San Diego, State of California, which said lands are more particularly described in said agreement; and

WHEREAS, said agreement provided that The City of San Diego should have the right to renew said option on or before July 15th, 1927, by serving a written notice on said F. Herbert Judson within sixty (60) days prior to said July 15th, 1927, that said City intended to renew said option for an additional period of two (2) years; and

WHEREAS, said agreement provided that said City could renew said option by paying to said F. Herbert Judson the sum of eleven thousand nine hundred eighteen dollars (\$11,918.00); and

WHEREAS, said City is desirous of renewing said option, and is ready to pay said sum of eleven thousand nine hundred eighteen dollars (\$11,918.00) to said F. Herbert Judson, NOW, THEREFORE,

THIS MEMORANDUM OF AGREEMENT, made and entered into this 10 day of February, 1927, by and between F. HERBERT JUDSON, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the Owner, and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a Freeholders' Charter in the State of California, hereinafter referred to as the City, WITNESSETH:

That for and in consideration of the sum of eleven thousand nine hundred eighteen dollars (\$11,918.00), the receipt whereof is hereby acknowledged in this agreement, the said Owner, F. Herbert Judson hereby renews that certain option to purchase lands located in the San Pasqual Valley, in the County of San Diego, State of California, more particularly described in that certain agreement on file in the office of the City Clerk of The City of San Diego and contained in Document No. 193523, and which said option was to run for a period of one (1) year beginning July 15th, 1926, and expiring July 15th, 1927, for an additional period of two (2) years beginning July 15th, 1927, and ending July 15th, 1929.

And said Owner hereby grants and gives to The City of San Diego an exclusive option to purchase the lands particularly described in said agreement contained in said Document No.

193523, on file in the office of the City Clerk of said City, for the sum of fifty-nine thousand eight hundred forty dollars (\$59,840.00); and in the event that said City exercises its option on or before the expiration of the two-year period herein provided for to purchase said lands, it shall then be entitled to a credit on the purchase price herein of the amount paid to the Owner for the option contained in said agreement of August 18th, 1926, and the renewal thereof as herein contained, to-wit, the sum of eleven thousand nine hundred sixty-eight dollars (\$11,968.00).

It is further expressly understood and agreed by both parties hereto that except as herein provided, all the terms, provisions and conditions of the agreement of August 18th, 1926, as contained in said Document No. 193523, on file in the office of the City Clerk of said City, by and between F. Herbert Judson and The City of San Diego, shall remain in full force and effect; and all of the terms and conditions and articles of said agreement, except as herein modified, are incorporated herein and made a part hereof to all intents and purposes as though herein set forth in full.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name, and 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 The City of San Diego, pursuant to a resolution of said Common Council, duly and regularly adopted, authorizing such execution, the day and year first hereinabove written.

ALICE N. JUDSON

F. HERBERT JUDSON
Owner.

By THE CITY OF SAN DIEGO.
VIRILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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 10 day of February, 1927.

S. J. HIGGINS
City Attorney of The City of San Diego, California.
By FRANK M. DOWNER, JR.,

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

On this 10 day of February, A.D. Nineteen Hundred and Twenty-seven, before me, Frank M. Downer, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F. HERBERT JUDSON and ALICE N. JUDSON known to me to be the persons described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

FRANK M. DOWNER, JR.,
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

RECORDED AT REQUEST OF City Clerk FEB 24 1927 at 11 o'clock A.M. In Book No. 1285
Page 467 of Deeds. Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for renewal of option with F. Herbert Judson with the City of San Diego. Being Document No. 201289.

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

By *August M. Hadstrom* Deputy.
By Mrs. H.

AGREEMENT FOR RENEWAL OF OPTION.

WHEREAS, The City of San Diego entered into an agreement with Peter Georgeson on the 29th day of June, 1926, which said agreement is contained in Document No. 200104, on file in the office of the City Clerk of said City, and is recorded in the office of the County Recorder of San Diego County, California, in Book 1299 of Deeds, at page 231, wherein and whereby the said Peter Georgeson granted to The City of San Diego an exclusive option to purchase certain lands in the San Pasqual Valley, in the County of San Diego, State of California, which said lands are more particularly described in said agreement; and

WHEREAS, said agreement provided that The City of San Diego should have the right to renew said option on or before June 29th, 1927, by serving a written notice on said Peter Georgeson within sixty (60) days prior to said June 29th, 1927, that said City intended to renew said option for an additional period of two (2) years; and

WHEREAS, said agreement provided that said City could renew said option by paying to said Peter Georgeson the sum of seventeen thousand five hundred fifty dollars (\$17,550.00); and

WHEREAS, said City is desirous of renewing said option, and is ready to pay said sum of seventeen thousand five hundred fifty dollars (\$17,550.00) to said Peter Georgeson, NOW, THEREFORE,

THIS MEMORANDUM OF AGREEMENT, made and entered into this 11 day of February, 1927, by and between PETER GEORGESON, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the Owner, and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a Freeholders' Charter in the State of California, hereinafter referred to as the City, WITNESSETH:

That for and in consideration of the sum of seventeen thousand five hundred fifty dollars (\$17,550.00), the receipt whereof is hereby acknowledged in this agreement, the said Owner Peter Georgeson hereby renews that certain option to purchase lands located in the San Pasqual Valley, in the County of San Diego, State of California, more particularly described in that certain agreement on file in the office of the City Clerk of The City of

San Diego and contained in Document No. 200104, and recorded in the office of the County Recorder of San Diego County, California, in Book 1299 of Deeds, at page 231 et seq., and which said option was to run for a period of one (1) year beginning June 29th, 1926, and expiring June 29th, 1927, for an additional period of two (2) years beginning June 29th, 1927, and ending June 29th, 1929.

And said Owner hereby grants and gives to The City of San Diego an exclusive option to purchase the lands particularly described in said agreement contained in said Document No. 200104, on file in the office of the City Clerk of said City, and recorded in the office of the County Recorder of San Diego County, California, in Book 1299 of Deeds, at page 231 et seq., for the sum of eighty-eight thousand dollars (\$88,000.00); and in the event that said City exercises its option on or before the expiration of the two-year period herein provided for to purchase said lands, it shall then be entitled to a credit on the purchase price herein of the amount paid to the Owner for the option contained in said agreement of June 29th, 1926, and the renewal thereof as herein contained, to-wit: the sum of seventeen thousand six hundred dollars (\$17,600.00).

The City agrees in the event that it should exercise its option to purchase the lands of the Owner, under the terms and conditions of this instrument, that as a part of the consideration for said sale by said Owner to said City said Owner mentioned in this agreement shall have the right to re-purchase or purchase back from said City said lands hereinabove described at and for the sum of forty-four thousand dollars (\$44,000.00); reserving, however, to said City all rights to water in and to the San Dieguito River or Bernardo River, or Santa Ysabel Creek. In the event that said Owner elects to re-purchase said lands during the period of five (5) years from the date of which the Owner conveys the title of said lands in fee simple to the City, at the price herein fixed, said City will convey said lands to said Owner, reserving to said City all rights to water which may be upon said land, or which may flow through, under or across said land, and further reserving to said City the right at any time to enter upon said land and sink wells therein, and maintain the same for the purpose of pumping water for municipal use from said lands, or any part thereof, together with the right of ingress and egress to and from said wells for pumping and maintenance purposes.

It is further expressly understood and agreed by both parties hereto that except as herein provided, all the terms, provisions and conditions of the agreement of June 29th, 1926, as contained in Document No. 200104, on file in the office of the City Clerk of said City, by and between Peter Georgeson and The City of San Diego, shall remain in full force and effect; and all of the terms and conditions and articles of said agreement, except as herein modified, are incorporated herein and made a part hereof to all intents and purposes as though herein set forth in full.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name, and 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 The City of San Diego, pursuant to a resolution of said Common Council, duly and regularly adopted, authorizing such execution, the day and year first hereinabove written.

MARTHA GEORGESON

PETER GEORGESON
Owner.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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 11 day of February, 1927.

S. J. HIGGINS
City Attorney of The City of San Diego, California.
By FRANK M. DOWNER, JR.,
Deputy.

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

On this 11th day of February, A.D. Nineteen hundred and twenty-seven, before me, Frank M. Downer, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared PETER GEORGESON and MARTHA GEORGESON known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) FRANK M. DOWNER, JR.,
Notary Public in and for the County of San Diego,
State of California.

RECORDED AT REQUEST OF City Clerk FEB 24, 1927 at 11 o'clock A.M. In Book No. 1285
Page 463 of Deeds Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By H. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for renewal of option with Peter Georgeson with the City of San Diego. Being Document No. 201267.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Hadstrom Deputy.
By Mrs. M.

AGREEMENT FOR RENEWAL OF OPTION.

WHEREAS, The City of San Diego entered into an agreement with Janet Eleanor Prentice, Helen Sheldon Glithero, formerly Helen Sheldon Prentice, Janet Elizabeth Prentice, and George G. Prentice, as guardian of the person and estate of Hillyer Prentice, a minor, on the 22nd day of July, 1926, which said agreement is contained in Document No. 200109, on file in the office of the City Clerk of said City, and is recorded in the office of the County Recorder of San Diego County, California, in Book 1312 of Deeds, at page 201, wherein and whereby the

said Janet Eleanor Prentice, Helen Sheldon Glithero, formerly Helen Sheldon Prentice, Janet Elizabeth Prentice, and George G. Prentice, as guardian of the person and estate of Hillyer Prentice, a minor, granted to The City of San Diego an exclusive option to purchase certain lands in the San Pasqual Valley, in the County of San Diego, State of California, which said lands are more particularly described in said agreement; and

WHEREAS, said agreement provided that The City of San Diego should have the right to renew said option on or before June 11th, 1927, by serving a written notice on said Janet Eleanor Prentice, Helen Sheldon Glithero, formerly Helen Sheldon Prentice, Janet Elizabeth Prentice, and George G. Prentice, as guardian of the person and estate of Hillyer Prentice, a minor, within sixty (60) days prior to said June 11th, 1927, that said City intended to renew said option for an additional period of two (2) years; and

WHEREAS, said agreement provided that said City could renew said option by paying to said Janet Eleanor Prentice, Helen Sheldon Glithero, formerly Helen Sheldon Prentice, Janet Elizabeth Prentice, and George G. Prentice, as guardian of the person and estate of Hillyer Prentice, a minor, the sum of twenty-five thousand dollars (\$25,000.00); and

WHEREAS, said City is desirous of renewing said option, and is ready to pay said sum of twenty-five thousand dollars (\$25,000.00) to said Janet Eleanor Prentice, Helen Sheldon Glithero, formerly Helen Sheldon Prentice, Janet Elizabeth Prentice, and George G. Prentice, as guardian of the person and estate of Hillyer Prentice, a minor, NOW, THEREFORE,

THIS MEMORANDUM OF AGREEMENT, made and entered into this 10 day of February, 1927, by and between JANET ELEANOR PRENTICE, HELEN SHELDON GLITHERO, formerly Helen Sheldon Prentice, JANET ELIZABETH PRENTICE, and GEROGE G. PRENTICE, as guardian of the person and estate of HILLYER PRENTICE, a minor, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the Owners, and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a Freeholders' Charter in the State of California, hereinafter referred to as the City, WITNESSETH:

That for and in consideration of the sum of twenty-five thousand dollars (\$25,000.00), the receipt whereof is hereby acknowledged in this agreement, the said Owners Janet Eleanor Prentice, Helen Sheldon Glithero, formerly Helen Sheldon Prentice, Janet Elizabeth Prentice, and George G. Prentice, as guardian of the person and estate of Hillyer Prentice, a minor, hereby renew that certain option to purchase lands located in the San Pasqual Valley, in the County of San Diego, State of California, more particularly described in that certain agreement on file in the office of the City Clerk of The City of San Diego and contained in Document No. 200109, and recorded in the office of the County Recorder of San Diego County, California, in Book 1312 of Deeds, at page 201 et seq., and which said option was to run for a period of one year beginning June 11th, 1926, and expiring June 11th, 1927, for an additional period of two (2) years beginning June 11th, 1927, and ending June 11th, 1929.

And said Owners hereby grant and give to The City of San Diego and exclusive option to purchase the lands particularly described in said agreement contained in said Document No. 200109, on file in the office of the City Clerk of said City, and recorded in the office of the County Recorder of San Diego County, California, in Book 1312, of Deeds, at page 201 et seq., for the sum of one hundred twenty-five thousand dollars (\$125,000.00); and in the event that said City exercises its option on or before the expiration of the two-year period herein provided for to purchase said lands, it shall then be entitled to a credit on the purchase price herein of the amount paid to the Owner for the option contained in said agreement of July 22nd, 1926, and the renewal thereof as herein contained, to-wit, the sum of twenty-five thousand and fifty dollars (\$25,050.00).

It is further expressly understood and agreed by both parties hereto that except as herein provided, all the terms, provisions and conditions of the agreement of July 22nd, 1926, as contained in Document No. 200109, on file in the office of the City Clerk of said City, by and between Janet Eleanor Prentice, Helen Sheldon Glithero, formerly Helen Sheldon Prentice, Janet Elizabeth Prentice, and George G. Prentice, as guardian of the person and estate of Hillyer Prentice, a minor, residing in the San Pasqual Valley, in the County of San Diego, State of California, and The City of San Diego, shall remain in full force and effect; and all of the terms and conditions and articles of said agreement, except as herein modified, are incorporated herein and made a part hereof to all intents and purposes as though herein set forth in full.

IN WITNESS WHEREOF, the Owners have hereunto subscribed their names, and 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 The City of San Diego, pursuant to a resolution of said Common Council, duly and regularly adopted, authorizing such execution, the day and year first hereinabove written.

JANET ELEANOR PRENTICE
HELEN SHELDON GLITHERO
formerly Helen Sheldon Prentice.
JANET ELIZABETH PRENTICE
GEORGE G. PRENTICE
As guardian of the person and
estate of Hillyer Prentice, a minor.
OWNERS.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JHO A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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 10 day of February, 1927.
S. J. HIGGINS
City Attorney of the City of San Diego, California.
By FRANK M. DOWNER, JR.,
Deputy.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)

On this 10 day of February, A.D. Nineteen Hundred and Twenty-seven, before me, Frank M. Downer, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Janet Eleanor Prentice, Helen Sheldon Glithero, formerly Helen Sheldon Prentice, Janet Elizabeth Prentice, and George G. Prentice, as guardian of the person and estate of Hillyer Prentice, a minor, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my

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

(SEAL)

FRANK M. DOWNER, JR.,
Notary Public in and for the County of San Diego,
State of California.

RECORDED AT REQUEST OF City Clerk FEB 24 1927 at 11 o'clock A.M. In Book No. 1309
Page 221 of DEEDS Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for renewal of option with Janet Eleanor Prentice et al with the City of San Diego. Being Document No. 201269.

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

By August M. Hadstrom Deputy.

AGREEMENT FOR RENEWAL OF OPTION.

WHEREAS, The City of San Diego entered into an agreement with Henry Johnson on the 30th day of June, 1926, which said agreement is contained in Document No. 200103, on file in the office of the City Clerk of said City, and is recorded in the office of the County Recorder of San Diego County, California, in Book 1335 of Deeds, at page 23, wherein and whereby the said Henry Johnson granted to The City of San Diego an exclusive option to purchase certain lands in the San Pasqual Valley, in the County of San Diego, State of California, which said lands are more particularly described in said agreement; and

WHEREAS, said agreement provided that The City of San Diego should have the right to renew said option on or before June 30th, 1927, by serving a written notice on said Henry Johnson within sixty (60) days prior to said June 30th, 1927, that said City intends to renew said option for an additional period of two (2) years; and

WHEREAS, said agreement provided that said City could renew said option by paying to said Henry Johnson the sum of Two thousand nine hundred fifty dollars (\$2,950.00); and

WHEREAS, said City is desirous of renewing said option, and is ready to pay said sum of two thousand nine hundred fifty dollars (\$2,950.00) to said Henry Johnson, NOW, THEREFORE, THIS MEMORANDUM OF AGREEMENT, made and entered into this 11 day of February, 1927, by and between HENRY JOHNSON, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the Owner, and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a Freeholders' Charter in the State of California, hereinafter referred to as the City, WITNESSETH:

That for and in consideration of the sum of Two thousand nine hundred fifty dollars (\$2,950.00), the receipt whereof is hereby acknowledged in this agreement, the said Owner Henry Johnson hereby renews that certain option to purchase lands located in the San Pasqual Valley, in the County of San Diego, State of California, more particularly described in that certain agreement on file in the office of the City Clerk of The City of San Diego and contained in Document No. 200103, and recorded in the office of the County Recorder of San Diego County, California, in Book 1335 of Deeds, at page 23, et seq., and which said option was to run for a period of one (1) year beginning June 30th, 1926, and expiring June 30th, 1927, for an additional period of two (2) years beginning June 30th, 1927, and ending June 30th, 1929.

And said Owner hereby grants and gives to The City of San Diego an exclusive option to purchase the lands particularly described in said agreement contained in said Document No. 200103, on file in the office of the City Clerk of said City, and recorded in the office of the County Recorder of San Diego County, California, in Book 1335, of Deeds, at page 23, et seq., for the sum of fifteen thousand dollars (\$15,000.00); and in the event that said City exercises its option on or before the expiration of the two-year period herein provided for to purchase said lands, it shall then be entitled to a credit on the purchase price herein of the amount paid to the Owner for the option contained in said agreement of June 30th, 1926, and the renewal thereof as herein contained, to-wit, the sum of three thousand dollars (\$3,000.00).

It is further expressly understood and agreed by both parties hereto that except as herein provided, all the terms, provisions and conditions of the agreement of June 30th, 1926 as contained in Document No. 200103, on file in the office of the City Clerk of said City, by and between Henry Johnson and The City of San Diego, shall remain in full force and effect; and all of the terms and conditions and articles of said agreement, except as herein modified, are incorporated herein and made a part hereof to all intents and purposes as though herein set forth in full.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name, and 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 The City of San Diego, pursuant to a resolution of said Common Council, duly and regularly adopted, authorizing such execution, the day and year first hereinabove written.

HENRY JOHNSON
Owner.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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 11 day of February, 1927.

S. J. HIGGINS
City Attorney of The City of San Diego, California,
By FRANK M. DOWNER JR., Deputy.

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

On this 10th day of February, A.D. Nineteen Hundred and twenty-seven, before me, Shelley J. Higgins, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared HENRY JOHNSON, known to me to be the person described

in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

SHELLEY J. HIGGINS

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

(SEAL)

RECORDED AT REQUEST OF City Clerk FEB 24 1927 at 11 o'clock A.M. In Book No. 1285
Page 465 of Deeds Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for renewal of option with Henry Johnson with the City of San Diego. Being Document No. 201288.

ALLEN H. WRIGHT

City Clerk of the city of San Diego, California.

By *August M. Hadstrom* Deputy.
By Mrs. M. H.

AGREEMENT OF LEASE.

THIS AGREEMENT, made and entered into this 21st day of February, 1927, 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 1355; thence northwesterly along the northeasterly line of Pueblo Lot 1355, 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, 1927, to and including the 31st day of December, 1927, 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 terminate this lease, then this lease shall wholly cease and terminate 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 purposes whatsoever, and the said Lessee promises and agrees to pay the said rent hereinbefore specified, and that at the expiration of said term, the said Lessee will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit, 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 peaceable 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 and the day and year first hereinabove written.

By

THE CITY OF SAN DIEGO

VIRGILIO BRUSCHI

JNO. A. HEID

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council
Lessor.

NATHAN L. RANNELLS
Lessee.

(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 February, 1927.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER JR.,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of Lease between NATHAN L. RANNELLS and the CITY OF SAN DIEGO. Being Document No. 199087.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.
By Mrs. M. H.

L E A S E

THIS LEASE, made this 21st day of February, 1927, 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. 10848 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 period of one year, beginning December 31st, 1926, and ending on December 31st, 1927, at a term rental of sixty-five dollars (\$65.00), payable in advance.

And said Lessee does hereby covenants, 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 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
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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 20 day of January, 1927.

S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER JR.,
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. 199643.

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

By *August M. Hadstrom* Deputy.
By Mrs. St.

L E A S E.

THIS LEASE, made and entered into this 21st day of February, 1927, 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, 1926, to-wit, to and including the 13th day of September, 1927.

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
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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.

I HEREBY APPROVE
the form of the foregoing Lease, this 15 day of January, 1927.

S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR.
DEPUTY CITY ATTORNEY.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between Mrs. S. B. Ames and the City of San Diego. Being Document No. 199953.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.
By Mrs. H.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the 21st day of February, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated Lessor, and T. A. EVANS, hereinafter designated Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

Beginning at the Northeast corner of the "M. Barnett" Tract; thence South $18^{\circ} 27' 3/4''$ West. 350 feet more or less to an intersection with the Southeasterly line of that road known as relocation Route No. 3, Division 1, for true point of Beginning; thence South $18^{\circ} 27' 3/4''$ West 1261.8 feet more or less to an intersection with the 315-foot U.S.G.S. contour line of Hodges Reservoir; thence Northerly, Southerly and Westerly along said 315-foot U.S.G.S. contour of Hodges Reservoir 2300 feet more or less to a point; thence Northwest 350 feet more or less to an intersection with the Southeasterly line of Relocation Route No. 3, Division 1; thence Northwest 350 feet more or less to an intersection with the Southeasterly line of Relocation Route No. 3, Division 1; thence Northeasterly along the Southeasterly line of said Relocation Route No. 3, Division 1, to the point of beginning; EXCEPTING therefrom that parcel of land situated above the 330-foot U.S.G.S. contour leased to J. B. Ashby in 1926; and EXCEPTING therefrom that parcel of land consisting of one acre, more or less, with buildings thereon leased to Hopkins in 1926; Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three (3) years commencing on the 1st day of January, 1927, and ending on the 31st day of December, 1929, at a rental of one hundred and twenty-five dollars (\$125.00) per year, payable as follows:

\$25.00 on the signing of this lease;
\$25.00 March 1st, 1927;
\$25.00 April 1st, 1927;
\$25.00 May 1st, 1927;
\$25.00 June 1st, 1927;
\$25.00 on February 1st, 1928;
\$25.00 on March 1st, 1928;
\$25.00 on April 1st, 1928;
\$25.00 on May 1st, 1928;
\$25.00 on June 1st, 1928;
\$25.00 on February 1st, 1929;
\$25.00 on March 1st, 1929;
\$25.00 on April 1st, 1929;
\$25.00 on May 1st, 1929; and
\$25.00 on June 1st, 1929.

In consideration of the premises the Lessee agrees with the Lessor as follows:

(a) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that Lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that Lessee will at all times, and at Lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that Lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon;

(b) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, Lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the Lessor shall have, and said Lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the lessor shall, as a condition to the exercise of said right of termination, give to the Lessee at least thirty (30) days' notice of Lessor's intention so to do. Such notice may be served upon the Lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said Lessor shall pay to the Lessee a sum which shall be sufficient to compensate the Lessee for the damage which the Lessee may suffer by reason of the termination of said lease by the Lessor, as above provided, prior to the expiration of the term as herein fixed; if the Lessor and the Lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the Lessor and one by the Lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The Lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the Lessor, nor shall the Lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the Lessor.

The Lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the Lessee in payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

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

IT IS FURTHER UNDERSTOOD AND AGREED that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

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 The City of San Diego, pursuant to a resolution of said Common Council, duly and regularly adopted, authorizing such execution, and the Lessee has hereunto subscribed his name, the day and year first hereinabove written.

(SEAL) Attest:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

By THE CITY OF SAN DIEGO
VIRILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON.
DON M. STEWART
Members of the Common Council.
Lessor.
T. A. EVANS
Lessee.

I HEREBY APPROVE
the form of the foregoing Lease this 14 day of February, 1927.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, Jr.,
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 T. A. Evans. Being Document No. 201274.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.

By *August M. Wadstrom* Deputy.
By Mrs. H.

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 ELEVEN HUNDRED AND TEN (1110) 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 8th day of March, A.D. 1927.
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 SIXTEENTH STREET, between the southerly curb line of C Street and the southerly line of Sherman's Addition, 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.

(SEAL)

SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO.
BY W. F. RABER
Vice-President and General Manager
M. B. Fowler, Secretary.

(SEAL) Attest:
B. J. SCHAEFER
Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY
BY FRANK A. SALMONS
Resident Vice-President

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

On this 8th day of March, in the year nineteen hundred twenty-seven, before me Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Frank A. Salmons, known to me to be the Resident ~~Assistant Secretary of The Aetna Casualty and Surety Company~~, Vice President, and B. J. Schaefer, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed bond and acknowledged to me that such corporation executed the same. I further certify that said bond was executed by said Frank A. Salmons and B. J. Schaefer in my presence, and their signatures thereto are 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.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

I HEREBY APPROVE
the form of the within and foregoing Bond, this 9th day of March, A.D. 1927.

S. J. HIGGINS
City Attorney of the City of San Diego, California.
By M. R. THORP, Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 40739, passed and adopted on the 21st day of February, 1927, require and fix the sum of \$1110.00 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.

THIS AGREEMENT, made and entered into this 14th day of March, 1927, 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 SIXTEENTH STREET, in said City of San Diego, between the southerly curb line of C Street and the southerly line of Sherman's Addition; together with the maintenance of the posts, wires, conduits and lamps on said Sixteenth 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 the 13th day of November, 1926, to-wit: to and including the 12th day of November, 1927.

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. 198073, 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 eight hundred eighty-one and 13/100 dollars (\$881.13), 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 three thousand five hundred and twenty-four and 52/100 dollars (\$3,524.52), 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 "Sixteenth Street Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of three thousand five hundred and twenty-four and 52/100 dollars (\$3,524.52) shall be paid out of any other fund than said special fund designated as "Sixteenth 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 three thousand five hundred and twenty-four and 52/100 dollars (\$3,524.52).

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 eight hundred eighty-one and 13/100 dollars (\$881.13)), 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. F. FOWLER, Secretary.

By W. F. RABER
 Vice President and General Manager.

(SEAL) ATTEST:
 ALLEN H. WRIGHT, City Clerk
 By FRED W. SICK, Deputy.

By THE CITY OF SAN DIEGO.
 VIRGILIO BRUSCHI
 JNO. A. HELD
 L. C. MAIRE
 FRED. A. HEILBRON
 DON M. STEWART
 Members of the Common Council.

I HEREBY APPROVE
 the form of the foregoing Contract, this 9 day of Mch., 1927.

S. J. HIGGINGS, City Attorney.
 By M. R. THORP
 Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S. D. Cons. G. & E. Co. on 16th Street Lighting Dist. #1 and the City of San Diego. Being Document No. 201974.

ALLEN H. WRIGHT
 City Clerk of the City of San Diego, California.
 By August M. Wadstrom Deputy.
 By Mrs. H.

AGREEMENT OF LEASE.

THIS AGREEMENT, made and entered into this 21st day of February, 1927, 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 F. T. SCRIPPS, 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:

Pueblo Lot No. 1324 of the Pueblo Lands of the City of San Diego; for a period of time extending from the 1st day of January, 1927, to and including the 31st day of December, 1929, at a rental of Eighty Dollars (\$80.00) per year, payable in advance on the first day of each year of said term.

And said Lessee does hereby covenant, promise and agree to pay said Lessor said rent in the manner hereinabove provided and to perform the covenants herein contained, and that at the expiration of said term the said Lessee will quit and surrender the said premises in as good state and condition as reasonable use thereof will permit.

Said Lessee further covenants and promises and agrees to use and maintain said property for agricultural purposes only, 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 Lessor may terminate this lease.

And said Lessor 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

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.
Lessor.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

F. T. SCRIPPS
Lessee.

I HEREBY APPROVE

the form of the foregoing Lease, this 21st day of February, 1926.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER JR.,
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 F. T. Scripps. Being Document No. 199088.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.
By Mrs. H.

LEASE

THIS AGREEMENT OF LEASE, made and entered into as of the 21st day of February, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated the Lessor, and F. C. FOSTER, of San Diego County, California, hereinafter designated the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the Lessee that certain real property situated in the County of San Diego, State of California, described as follows, to-wit:

All that real property particularly described under the heading "Parcel 37" of "Part One" of that certain Indenture entitled: "Lease and Option to Purchase", executed by and between SAN DIEGUITO WATER COMPANY, a private corporation, and THE CITY OF SAN DIEGO, a municipal corporation, and dated October 5th, 1925, which description is as follows: All that portion of Rancho San Bernardo in the County of San Diego, State of California, according to Patent Map of said Rancho recorded in Book 2, page 426 of Patents, in the office of the County Recorder of said San Diego County, lying North of Lot Three (3) of said Rancho, as said Lot Three (3) is shown on Sheet No. 2 of Miscellaneous Map No. 20 filed May 8, 1919, in said Recorder's Office, and bounded and described as follows, to-wit:

Commencing at a point where the Northerly line of said Lot Three (3) intersects the Easterly line of a certain unnamed road in said Rancho San Bernardo (said road lying Easterly of Lots Four (4) and Five (5) as said lots and said road are shown on said Sheet No. 2 of Miscellaneous Map No. 20 filed May 8, 1919, in the office of said County Recorder); running thence North along the Easterly line of said unnamed road to the Northerly line of that certain tract of land conveyed to Zenas Sikes by deed from Chas. A. Wetmore, et al., recorded in Book 5, page 261 of Deeds, Official Records of said San Diego County; thence in an Easterly direction along the Northerly line of said tract of land so conveyed to Zenas Sikes, by deed as aforesaid, to a point that is North 84-1/4° West 103.64 chains from the Northeast corner of said tract of land so conveyed to Zenas Sikes by deed as aforesaid: running thence South 05° 52' West 4071.6 feet, more or less, to the Northeast corner of said Lot Three (3); thence in a Westerly direction along the Northerly line of said Lot Three (3) to the point of commencement:

EXCEPTING therefrom that portion thereof lying below an elevation of 330 feet above sea level according to the United States Geological Survey datum;

Also EXCEPTING therefrom all that portion thereof lying above an elevation of 395 feet above sea level according to the United States Geological Survey datum;

Subject, however, to that certain right of way as granted by F. C. Foster to the Pacific Telephone and Telegraph Company, a corporation, by an easement dated December 16, 1916, and recorded in Book 723, at page 375 of Deeds, Official Records of San Diego, County, California;

And subject also to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three years commencing on the 1st day of January, 1927, and ending on the 31st day of December, 1929, at a rental of two hundred and seventy-five dollars (\$275.00) per year, payable as follows:

\$125.00 on the signing of this lease;

\$150.00 on July 1, 1927;

\$125.00 on January 1, 1928;

\$150.00 on July 1, 1928;

\$125.00 on January 1, 1929; and

\$150.00 on July 1, 1929.

In consideration of the premises the Lessee agrees with the Lessor as follows:

(a) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that Lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that Lessee will at all times, and at Lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that Lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the building or improvements thereon;

(b) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, Lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the Lessor shall have, and said Lessor hereby reserved, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessee at least thirty (30) day's notice of Lessor's intention so to do. Such notice may be served upon the Lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said Lessor shall pay to the Lessee a sum which shall be sufficient to compensate the Lessee for the damage which the Lessee may suffer by reason of the termination of said lease by the Lessor, as above provided, prior to the expiration of the term as herein fixed; if the Lessor and the Lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the Lessor and one by the Lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The Lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the Lessor, nor shall the Lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining, in each instance, the written consent thereto by the Lessor.

The Lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the Lessee in the payment of any rent, promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

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

IT IS FURTHER UNDERSTOOD AND AGREED that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

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 The City of San Diego, pursuant to a resolution of said Common Council, duly and regularly adopted, authorizing such execution, and the Lessee has hereunto subscribed his name, the day and year first hereinabove written.

BY

THE CITY OF SAN DIEGO.

VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

Lessor.

F. C. FOSTER

Lessee.

I HEREBY APPROVE

the form of the foregoing Lease, this 14 day of February, 1927.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER JR.,

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 F. C. Foster. Being Document No. 201280.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

Feb. 25/27.

I hereby certify that the necessary funds are in the City Treasury for payment of within contract, in Ord. 10907 - Appropriating 30000.00 out of Purchase Store & Whse Dept.

H. L. MOODY, City Auditor

B. E. WENRICH, Deputy.

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES CAST IRON PIPE & FOUNDRY COMPANY, a corporation, as Principal and THE METROPOLITAN CASUALTY INS. CO OF N.Y. a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN THOUSAND ONE HUNDRED SIXTY (7160) Dollars (\$7160.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors

and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of FEBRUARY, 1927.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Furnish and deliver:

10,000 ft. 6" Class 150 deLavaud, centrifugally cast, Bell and Spigot, cast iron pipe in 12 foot lengths,	\$0.6187 ft.	\$6,187.00
5,000 ft. 8" Ditto	.939 ft.	4,695.00
5,000 ft. 10" Ditto	1.266 ft.	6,330.00
5,000 ft. 12" Ditto	1.647 ft.	8,235.00
2,000 ft. 6" Class "C", 16 foot lengths at	.7798 ft.	1,559.60
500 ft. 16" Class "C", 12 foot lengths at	3.25 ft.	1,625.00

F.o.b. cars on dock 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.

U.S. CAST IRON PIPE & FOUNDRY CO.

R. W. MARTINDALE
Pac. Coast Mgr. Principal.

THE METROPOLITAN CASUALTY INS. CO. OF N.Y.
Surety.

(SEAL)

By D. ELMER DYER
Attorney in fact.

I HEREBY APPROVE

the form of the within Bond, this 31st day of March, 1927.

S. J. HIGGINS
CITY ATTORNEY.

APPROVED by a majority of the members of the Common Council of the City of San Diego, California, this 4th day of April, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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, State of California, this 4th day of April, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNITED STATES CAST IRON PIPE & FOUNDRY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

10,000 ft. 6" Class 150 DeLavaud, centrifugally cast, Bell and Spigot, cast iron pipe, in 12 foot lengths,	\$0.6187 ft.	\$6,187.00
5,000 ft. 8" Class 150 DeLavaud, centrifugally cast, Bell and Spigot, cast iron pipe, in 12 foot lengths,	.939 ft.	4,695.00
5,000 ft. 10" Class 150 DeLavaud, centrifugally cast, Bell and Spigot, cast iron pipe, in 12 foot lengths,	1.266 ft.	6,330.00
5,000 ft. 12" Class 150 DeLavaud, centrifugally cast, Bell and Spigot, cast iron pipe, in 12 foot lengths,	1.647 ft.	8,235.00
2,000 ft. 6" Class "C" cast iron pipe, in 16 foot lengths,	.7798 ft.	1,559.60
500 ft. 16" Class "C" cast iron pipe, in 12 foot lengths,	3.25 ft.	1,625.00

All to conform to the specifications of the American Water Works Association;

Delivery f.o.b. cars on switch at California, and Grape Streets, San Diego, California, if shipped by rail, and f.o.b. cars (cars to be furnished by the City) on dock San Diego, California, if shipped by water.

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

10,000 ft. 6" Class 150 DeLavaud, centrifugally cast, Bell and Spigot, cast iron pipe, in 12 foot lengths,	\$0.6187 ft.	\$6,187.00
5,000 ft. 8" Class 150 DeLavaud, centrifugally cast, Bell and Spigot, cast iron pipe, in 12 foot lengths,	.939 ft.	4,695.00
5,000 ft. 10" Class 150 DeLavaud, centrifugally cast, Bell and Spigot, cast iron pipe, in 12 foot lengths,	1.266 ft.	6,330.00
5,000 ft. 12" Class 150 DeLavaud, centrifugally cast, Bell and Spigot, cast iron pipe, in 12 foot lengths,	1.647 ft.	8,235.00
2,000 ft. 6" Class "C" cast iron pipe, in 16 foot lengths,	.7798 ft.	1,559.60
500 ft. 16" Class "C" cast iron pipe, in 12 foot lengths,	3.25 ft.	1,625.00

Said contractor agrees to begin shipment of said material within thirty (30) days from and after the date of the execution of this contract, and to complete said delivery on or before the day of 192

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

10,000 ft. 6" Class 150 DeLavaud, centrifugally cast, Bell and Spigot, cast iron pipe, in 12 foot lengths,	\$0.6187 ft.	\$6,187.00
5,000 ft. 8" Class 150 DeLavaud, centrifugally cast, Bell and Spigot, cast iron pipe, in 12 foot lengths,	.939 ft.	4,695.00

5,000 ft. 10" Class 150 DeLavaud, centrifugally cast, Bell and spigot, cast iron pipe, in 12 foot lengths,	1.266 ft. 6,330.00
5,000 ft. 12" Class 150 DeLavaud, centrifugally cast, Bell and Spigo, cast iron pipe, in 12 foot lengths,	1.647 ft. 8,235.00
2,000 ft. 6" Class "C" cast iron pipe, in 16 foot lengths,	.7798 ft. 1,559.60
500 ft. 16" Class "C" cast iron pipe, in 12 foot lengths,	3.25 ft. 1,625.00

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

BY THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
JNO. A. HELD
L. CE MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

UNITED STATES CAST IRON PIPE AND FOUNDRY CO.

ATTEST:
CHAS. R. ROUTH, Secretary.

By D. B. Stokes, Vice President
Contractor.

I HEREBY APPROVE
the form of the foregoing contract, this 31st day of January, 1927.
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 U.S. Cast Iron Pipe & Foundry Co. Being Document No. 204071.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By Mrs. St.

L E A S E

THIS INDENTURE made as of the first day of January, in the year of our Lord, one thousand nine hundred and twenty-seven,

WITNESSETH: That I. T. DAVIDSON and H. S. WOLF do hereby lease, demise and let unto THE CITY OF SAN DIEGO, CALIFORNIA, the following described property situated in the City of San Diego, County of San Diego, State of California, to-wit:

The entire second floor, with the exception of rooms numbered 201 and 202 of that building known as the Pacific Building, situated on Lot "F", Block Sixty-one (61) of Horton's Addition, in the said City of San Diego, reserving the right to the lessors to use in common with said lessee the stairway and hall for access to said office rooms 201 and 202, and to the use of the toilets and appurtenant to said offices, to be used and occupied by the Engineering Department of the City of San Diego for the conduct of the business and affairs of said Department.

TO HAVE AND TO HOLD for the term of Three (3) years, to-wit, from the first day of January, 1927, to the 31st day of December, 1929, at the term rent of Forty-five Hundred Dollars (\$4500.00), payable monthly in advance, on the first day of each and every month of said term in payments of One Hundred Twenty-five Dollars (\$125.00) each, together with the electric light rate for service to the lessee.

At the expiration of said term the said lessee agrees to surrender to said lessors, their successors or assigns the said premises in the same state and condition as the same were in when possession thereof was taken by the lessee herein, and as reasonable use and wear thereof will permit, (damages by the elements alone excepted).

And whereas, at the request of said lessee, said lessors have installed at the cost to them of Nine Hundred Eighty-four Dollars (\$984.00), to the satisfaction of said lessee, a steam-heating system served by the San Diego Consolidated Gas and Electric Company; and

Whereas, said heating system is to serve fourteen three-column thirty-eight inch Peerless radiators on the second floor of said building for the lessee, and two radiators on the first floor and two radiators on the second floor of said building for the lessors:

Now, therefore, in consideration of the installation of said steam heating system the lessee agrees to pay to said lessors to apply on the cost of said system on or before May 31, 1927, the said sum of Nine Hundred Eighty-four Dollars (\$984.00).

It is further agreed that the lessors shall pay the cost of keeping said system in repair during the term of this lease and also shall pay to said lessee to apply on the cost of service to said radiator system the minimum monthly rate of the said San Diego Consolidated Gas & Electric Company of Four Dollars and Fifty Cents (\$4.50), and that the lessee shall pay to said San Diego Consolidated Gas & Electric Company the remaining monthly service rates, all as such rates accrue.

It is further agreed that at the expiration of the term of this lease there shall be made an appraisalment of said radiator system by a board of expert plumbers, one to be appointed by each party, and if they fail to agree, such two to appoint a third; the valuation of such radiator system, when agreed upon by two, or if they do not agree, by a majority of the three of such appraisers, to be binding and conclusive on the parties, and thereupon said lessors agree to pay the amount of such valuation to the lessee.

IN WITNESS WHEREOF the said lessors have hereunto set their hands, and the said City of San Diego has hereunto affixed its name by The Councilmen, and attested by Allen H. Wright, Clerk of the Common Council, with the official seal of said City annexed, all as of the day and year first above written, in duplicate.

I. T. DAVIDSON

H. S. WOLF
Lessors

THE CITY OF SAN DIEGO, CALIFORNIA
A Municipal Corporation.
Lessee.

By VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED. A. HEILBRON

DON M. STEWART

Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

APPROVED as to form (to be executed by Common Council)

FRANK M. DOWNER JR.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between I. T. Davidson and H. S. Wolf and The City of San Diego. Being Document No. 204425.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

By Mrs. H.

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 TWENTY-SEVEN HUNDRED (2700) 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 April, A.D. 1927.

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 UNIVERSITY AVENUE, between the easterly line of Boundary Street and the westerly curb line of Euclid 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 CONSOLIDATED G & E COMPANY

W. F. RABER, Vice President

(SEAL)

M. B. FOWLER, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY

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 11th day of April, A.D., 1927.

A. J. HIGGINS

City Attorney of the City of San Diego, California.

By M. R. THORP,

Deputy.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 41148, passed and adopted on the 4th day of April, 1927, require and fix the sum of \$2700.00 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 11th day of April, 1927, 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 on UNIVERSITY AVENUE, between the easterly line of Boundary Street and the westerly curb line of Euclid Avenue, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said University Avenue, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period beginning on the 11th day of December, 1926, and ending on the 7th day of August, 1928.

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. 199539, 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 thousand one hundred twenty-one and 07/100 dollars (\$2,121.07), as follows: nineteen 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 \$106.58, and one warrant for the sum of \$96.05, to cover the additional twenty-seven 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 eight thousand four hundred eighty-four and 29/100 dollars (\$8,484.29), as follows: nineteen 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, ~~xxx~~ designated as the "University Avenue Lighting District No. 3 Fund", each of said monthly warrants to be drawn for the sum of \$426.35, and one warrant for the sum of \$383.64, to cover the additional twenty-seven days of said term.

And it is further mutually agreed that no part or portion of said sum of \$8,484.29 shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 \$8,484.29.

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 \$2,121.07), 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 President

(SEAL) ATTEST:
M. B. FOWLER, Secretary.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
JNO. A. HELD
DON M. STEWART
L. C. MAIRE
Members of the Common Council.

I HEREBY APPROVE
the form of the foregoing Contract, this 11 day of April, 1927.
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 and the City of San Diego. Being Document No. 205051.

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

By *August M. Hadstrom* Deputy.
By Mrs. H.

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 TWO HUNDRED AND SIXTY (260) 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 April A.D. 1927.

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 LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street; and on 26TH STREET, between the southerly line of Marcey Street produced westerly and the northerly line of National 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 CONSOLIDATED GAS & ELECTRIC CO.
W. F. RABER, Vice President

(SEAL)

M. B. FOWLER, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY
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 11th day of April, A.D. 1927.

S. J. HIGGINS

City Attorney of the City of San Diego, California.

By M. R. THORP

Deputy

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 41147, passed and adopted on the 4th day of April, 1927, require and fix the sum of \$260.00 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 11th day of April, 1927, 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 LOGAN AVENUE, between the northwesterly line of Evans Street and the easterly line of 26th Street; and of 26TH STREET, between the southerly line of Marcey Street produced westerly and the northerly line of National Avenue, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said Logan Avenue and 26th Street, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after November 16, 1926, to-wit, to and including November 15, 1927.

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. 199326, 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 and six and 99/100 dollars (\$206.99) 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 and twenty-seven and 95/100 dollars (\$827.95) in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Logan Avenue Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of \$827.95 shall be paid out of any other fund than said special fund designated as "Logan Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 \$827.95.

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 \$206.99), 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 President.

(SEAL) ATTEST:

M. B. FOWLER, Secretary.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

JNO. A. HEID

DON M. STEWART

L. C. MAIRE

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 April, 1927.

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 and the City of San Diego. Being Document No. 205053.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Wadstrom Deputy.

By Mrs. H.

SUPPLEMENTAL AGREEMENT FOR EASEMENT AND RIGHT OF WAY.

THIS AGREEMENT, made and entered into this 16 day of March, 1927, by and between BRUCE WARING and MADGE BLUNT WARING, husband and wife, parties of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, WITNESSETH:

FOR THAT WHEREAS, the party of the second part is a municipal corporation located in

the County of San Diego, State of California, and is the owner of a certain water system for the development, impounding and distributing of water for municipal purposes in The City of San Diego, in said State; and.

WHEREAS, said second party is, for the purpose of improving its water system and increasing its capacity and facilities for impounding and conserving and distributing water, desirous of putting in an additional water main to pass over and across the lands of the parties of the first part, hereinafter described; and

WHEREAS, said first parties did on the 23rd day of August, 1926, execute an agreement for easement and right of way, granting to The City of San Diego an easement and right of way over and through a portion of Lots 70 and 69 of the Rancho Mission of San Diego, according to Referee's Partition Map in the action entitled "San Diego Realty Company, a corporation, vs. Maria Y. Olvera de Toro, et al.," and numbered 15191, which said agreement for easement and right of way was recorded in the office of the County Recorder of San Diego County, California, on August 26th, 1926, in Book 1266 of Deeds, at Page 120; and

WHEREAS, it was provided in said agreement for easement and right of way that the said right of way was granted upon condition that final surveys for said pipe line should be completed within sixty (60) days from the date of said agreement, and that thereupon a supplemental agreement should be made between the parties thereto, specifically describing said pipe line as so located;

NOW, THEREFORE, in order to carry out the terms of said agreement of August 23rd, 1926, IT IS HEREBY AGREED by and between the parties hereto that the party of the second part shall have, and it is hereby granted, the Right of Way for said pipe line, and the right to the use of the lands hereinafter described, together with the right of ingress and egress for the purpose of making surveys, locating, putting down, constructing, reconstructing, maintaining, operating and repairing of said pipe line and tap thereon, to said second party, and for all other purposes and uses as are or may become necessary and incidental to the construction, maintenance and operation of said City's pipe line, and to its successors and assigns forever.

Said Right of Way to pass over and through a portion of Lots 70 and 69 of the Rancho Mission of San Diego, according to Referee's Partition Map in the action entitled, "San Diego Realty Company, a corporation, vs. Maria Y. Olvera de Toro et al.," and numbered 16191, and during construction or repair as in the preceding paragraph stated shall have an easement extending for a width of ten (10) feet on each side of the following described center line, to-wit:

Beginning at a point on the easterly line of Lot E of said Lot 70, Rancho Mission of San Diego, the same being a distance of 2301.1 feet northerly from the southeast corner of said Lot E; thence south 28° 11' west, a distance of 681.8 feet to a point; thence south 33° 11' west, a distance of 640.1 feet to a point; thence on a curve to the right, tangent to the last mentioned line and having a radius of 572.96 feet, a distance of 84.3 feet measured along the arc of said curve to a point; thence south 41° 37' west, a distance of 404.9 feet to a point; thence south 46° 17' west, a distance of 71.5 feet to a point; thence on a curve to the left, tangent to the last mentioned line and having a radius of 286.84 feet, a distance of 270.2 feet measured along the arc of said curve to a point; thence south 7° 45' east, a distance of 777.8 feet to a point; thence on a curve to the right, tangent to the last mentioned line, and having a radius of 572.96 feet, a distance of 300.0 feet measured along the arc of said curve to a point; thence south 21° 57' west, a distance of 7.7 feet to a point; thence on a curve to the right, tangent to the last mentioned line and having a radius of 572.96 feet, a distance of 212.2 feet measured along the arc of said curve to a point; thence south 43° 28' west, a distance of 485.7 feet to a point; thence south 46° 28' west, a distance of 1442.8 feet to a point; thence on a curve to the left, tangent to the last mentioned line and having a radius of 716.2 feet, a distance of 100.0 feet measured along the arc of said curve to a point; thence south 38° 28' west, a distance of 1249.9 feet to a point; thence south 40° 28' west a distance of 2609.8 feet to a point; thence on a curve to the left, tangent to the last mentioned line and having a radius of 572.96 feet, a distance of 110.0 feet measured along the arc of said curve to a point; thence south 29° 28' west, a distance of 533.6 feet to a point; thence on a curve to the right, tangent to the last mentioned line and having a radius of 572.96 feet, a distance of 130.0 feet measured along the arc of said curve to a point; thence south 42° 28' west, a distance of 2208.1 feet to a point; thence on a curve to the right, tangent to the last mentioned line and having a radius of 572.96 feet, a distance of 400.0 feet measured along the arc of said curve to a point; thence south 82° 28' west, a distance of 732.8 feet to a point; thence on a curve to the left, tangent to the last mentioned line and having a radius of 286.48 feet, a distance of 350.0 feet measured along the arc of said curve to a point; thence south 12° 28' west, a distance of 371.0 feet to a point; thence on a curve to the right, tangent to the last mentioned line and having a radius of 572.96 feet, a distance of 279.0 feet measured along the arc of said curve to a point; thence south 40° 22' west, a distance of 1564.2 feet to a point; thence on a curve to the left, tangent to the last mentioned line and having a radius of 286.48 feet, a distance of 234.2 feet measured along the arc of said curve to a point; thence south 6° 28' east, a distance of 68.9 feet to a point; thence south 11° 28' east, a distance of 480.0 feet, more or less, to a point on the southerly line of said Lot 69, Rancho Mission of San Diego.

This agreement on the part of the said parties of the first part is made upon the following conditions and stipulations, to-wit:

That the said parties of the first part do not waive or release any riparian rights pertaining to said land.

That the said party of the second part shall extend one of its water pipes to be so located as to do the least damage consistent with good engineering, and wherever any property shall be destroyed or damaged it shall be paid for at its actual value.

That the said party of the second part shall install at its own expense at such point or location as may be selected by the first parties, and when selected by first parties, one tap sufficient in diameter to supply, when said pipe line is filled, six hundred eighty-five (685) gallons per minute, from which water may be drawn by said parties of the first part upon paying the same rate, and subject to like conditions, rules and regulations as those fixed and made applicable from time to time to other consumers obtaining supply of water from said pipe line, which regulations shall at no time be more stringent than those applicable to the consumers in The City of San Diego.

That the said parties of the first part agree to erect no buildings and plant no trees upon the right of way hereinabove described.

The party of the second part shall place said water pipe beneath the surface of the ground to a depth of not less than eighteen (18) inches to two (2) feet, leaving the best soil on top.

It is mutually understood and agreed by the parties hereto that in the event the said party of the second part fails to install and place the said main water pipe line as hereinabove provided across the above described real estate on or before the first day of August, 1927, then this agreement of easement shall cease and determine, and become void and be of no force or effect.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and a majority of the members of the Common Council of said The City of San Diego have hereunto set their hands as and for the act of said City, pursuant to a resolution authorizing such execution, the day and year first hereinabove written:

BRUCE WARING

MADGE BLUNT WARING

Parties of the first part.

THE CITY OF SAN DIEGO.

Party of the second part.

By VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

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

On this 16th day of March, 1927, before me, J.W. Chriswell, a Notary Public in and for the said County of San Diego, State of California, residing therein; duly commissioned and sworn, personally appeared Bruce Waring and Madge Blunt Waring, husband and wife, 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.

J. W. CHRISWELL

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

(SEAL)

I HEREBY APPROVE

the form of the foregoing Agreement this 23rd day of November, 1926.

S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Easement for R/W with Bruce Waring and Madge Blunt Waring and the City of San Diego. Being Document No. 205291.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.
By Mrs. H.

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 four Hundred and Fifty Dollars (\$450.00), 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 April, 1927.

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 State Street, between the northerly curb line of B Street and the southeasterly curb line of Elm 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 W. F. RABER

(SEAL) ATTEST:

M. B. FOWLER

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS

Resident Vice-President.

(SEAL) ATTEST:

B. J. SCHAEFER

Resident Assistant Secretary

I HEREBY APPROVE

the form of the foregoing Undertaking this 25th day of April, 1927.

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. 41263 passed and adopted on the 11th day of April, 1927, require and fix the sum of \$450.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

City Clerk of the City of San Diego.

By FRED W. SICK

Deputy.

(SEAL)

THIS AGREEMENT, made and entered into this 25th day of April, 1927, 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 on STATE STREET, between the northerly curb line of B Street and the southeasterly curb line of Elm Street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said State Street, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after the 31st day of December, 1926, to-wit, to and including the 30th day of December, 1927.

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. 200050, 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 fifty-six and 13/100 dollars (\$356.13) 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 fourteen hundred twenty-four and 52/100 dollars (\$1424.52) 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 "State Street Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of fourteen hundred twenty-four and 52/100 dollars (\$1424.52) shall be paid out of any other fund than said special fund designated as "State 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 fourteen hundred twenty-four and 52/100 dollars (\$1424.52).

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 fifty-six and 13/100 dollars (\$356.13)), 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

(SEAL) ATTEST:
M. B. FOWLER

THE CITY OF SAN DIEGO.
BY VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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 25th day of April, 1927.

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 and the City of San Diego. Being Document No. 205559.

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

By *August M. Hadstrom* Deputy.
By M. R. at.

KNOW ALL MEN BY THESE PRESENTS, That ROBERT W. SNYDER, as Principal and Detroit Fidelity and Surety Company a corporation organized and existing under and by virtue of the laws of the State of Michigan as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED FIFTY Dollars (\$250.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of April, 1927.

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 the plans and specifications for, and the architectural supervision in connection with, the construction of a branch library, located on Lots 25 and 26, Blk 2, Reed & Hubble's Addition, in said City, 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.

ROBERT W. SNYDER, Principal

DETROIT FIDELITY AND SURETY COMPANY.
By DONALD C. BURNHAM, Surety.
Attorney in Fact.

I HEREBY APPROVE

the form of the within Bond, this 29th day of April, 1927.

S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 29th day of April, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
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, State of California, this 29th day of April, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and ROBERT W. SNYDER 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 plans and specifications for, and the architectural supervision in connection with, the construction of a branch library, located on Lots 25 and 26, Block 2, Reed & Hubble's Addition, in The City of San Diego, California.

Said contractor agrees to furnish and deliver said plans and specifications, and furnish the architectural supervision for the construction of said branch library in accordance with said plans and specifications at and for the following price, to-wit:

Six per cent. (6%) of the total cost of the construction of said Branch Library, which six per cent. (6%) shall not exceed the sum of Nine Hundred Dollars (\$900.00).

The said contractor agrees to furnish said plans within ten days from the date of the execution of this contract, and to commence the supervision of said construction upon the delivery of said plans, and to continue such supervision until the final completion of said building and the acceptance of the same by the Common Council.

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. All rights of action, however, for any breach of this contract are reserved to said City.

And said City, in consideration of the furnishing and delivery of said plans and specifications by said contractor, and the furnishing of architectural services and supervision in connection with the construction of said branch library to be erected by The City of San Diego on Lots 25 and 26, Block 2, Reed & Hubble's Addition, in said City, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Six per cent. (6%) of the total cost of the construction of said branch library, which six per cent. (6%) shall not exceed the sum of Nine Hundred Dollars (\$900.00); said sum to be paid as follows:

Six Hundred Dollars (\$600.00) upon the delivery and approval of said plans and specifications; and the balance upon the expiration of thirty-five (35) days from the time that the Board of Library Trustees shall notify the Common Council in writing that this agreement has been fully and acceptably performed and the said branch library is accepted by the Common Council.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the 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 FRED W. SICK, Deputy.

By THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council

ROBERT W. SNYDER
Contractor.

I HEREBY APPROVE
the form of the foregoing contract, this 18th day of April, 1927.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between ROBERT W. SNYDER and the City of San Diego. Being Document No. 205592.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By Mrs. H.

A G R E E M E N T

THIS MEMORANDUM OF AGREEMENT, made and entered into this 26th day of April, 1927, by and between RAY TRUSSELL and MAY R. TRUSSELL, husband and wife, residing in San Diego County, California, hereinafter referred to as the "Owners", and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter by virtue of the Constitution of the State of California, hereinafter referred to as the "City",

WITNESSETH:
WHEREAS, the City on or about October 5, 1925, leased from the San Dieguito Water Company, and concurrently therewith was granted by said water company an option to purchase that certain water system known and designated as the "San Dieguito Water System", which lease and option, among other properties, include the so-called "Sutherland reservoir site," which is situated on the San Dieguito River, and is the same stream as flows through the San Pasqual Valley where the Owners' lands are situated; and

WHEREAS, the City contemplates within the near future the construction of a dam at the aforesaid reservoir site for the purpose of impounding the storm waters of the San Dieguito River and its tributaries, for the purpose of diverting said waters out of the watershed of said stream and transporting them to the City of San Diego, there to be used for domestic and irrigation purposes for the inhabitants of said city, and

WHEREAS, there is now pending before the Division of Water Rights in the State Department of Public Works an application known as Application No. 4127, in which application one J. W. Williams, consulting engineer for the City of San Diego, for and on behalf of said City prays for the right to appropriate and divert for municipal uses sixty thousand (60,000) acre feet per annum from the Santa Ysabel and Black Canyon Creeks, both of which, if not so appropriated and diverted, would flow down the San Dieguito River and through the San Pasqual Valley where the natural flow of said stream is diverted for irrigation purposes; and

WHEREAS, there is also included in said San Dieguito water system the Lake Hodges reservoir situated on said San Dieguito River below the lands of the Owners, and there is included also in said system, on which the City has an option to purchase as aforesaid, water bearing lands situated in the westerly end of the San Pasqual Valley, which lands were acquired and are held for the purpose of the installation and maintenance of pumping plants during periods of dry years, by means of which said system will be able to supply its water consumers and the City of San Diego with water for domestic and irrigation purposes; and

WHEREAS, it is to the interest of The City of San Diego to acquire the lands of the Owners situated in said San Pasqual Valley, in order that it can complete the development of said San Dieguito Water System, and may appropriate and divert the waters of the San Dieguito River at the point heretofore designated as the Sutherland reservoir site; and

WHEREAS, said development cannot be made without prejudicing the riparian rights of the Owners and / or the Owners' pumping rights by reason of the relationship of the Owners' lands to the banks of the San Dieguito River; and

WHEREAS, for that reason The City is desirous of purchasing the lands of the Owners in order that it may, without prejudicing the rights of the Owners, construct a dam at the Sutherland Reservoir Site and appropriate and divert the storm waters from the San Dieguito River, and may have, without prejudicing the rights of the Owners, the right to develop pumping plants in the San Pasqual Valley and near the San Dieguito River bed and divert water from the sands and gravels of the San Pasqual Valley without prejudicing the rights of the Owners:

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties as follows:

ARTICLE I OPTION TO PURCHASE

(a) For and in consideration of the sum of twelve thousand eight hundred dollars (\$12,800.00) which the Owners acknowledge to have received from The City of San Diego on the date of the execution of this instrument, the Owners hereby grant and give to the City an exclusive option to purchase the lands hereinafter described for the sum of sixty-four thousand dollars (\$64,000.00).

(b) This option shall be for a period of one (1) year, and unless exercised on or before the 1st day of May, 1928, or unless said option shall be renewed as hereinafter provided for, shall expire on said 1st day of May, 1928, and upon the expiration of said option without it being exercised or renewed, as provided in this instrument, all rights of the said City shall cease and determine, and the City shall thereafter have no claim of any kind or nature whatsoever against the Owners by reason of anything in this contract contained, and shall have no claim whatsoever against the Owners for any moneys that have been paid by the City to the Owners on account of or by reason of any provision in this contract.

(c) The City shall have the right to purchase an extension or renewal of this option for an additional period of one (1) year, beginning with the 1st day of May, 1928; conditioned and provided, however, that within sixty (60) days prior to the expiration of the one-year option it shall serve upon the Owners a written notice of its intention to renew said option for such additional period of one (1) year, and shall concurrently with the service of said notice of its intention to renew said option, or shall prior to the expiration of said option, pay or cause to be paid to the Owners an additional sum of twelve thousand eight hundred dollars (\$12,800.00); and upon the service of such notice upon the Owners and the payment of said additional sum of twelve thousand eight hundred dollars (\$12,800.00) the City shall have an exclusive option to purchase said lands herein described from the Owners at the purchase price and upon the terms and conditions hereinafter contained.

(d) IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the Owners and the City that the written notice provided for in the foregoing paragraph, and the payment of said sum of twelve thousand eight hundred dollars (\$12,800.00), as therein provided, is a condition precedent to the extension of said exclusive option for an additional period of one (1) year.

ARTICLE II DESCRIPTION OF LANDS COVERED BY THIS OPTION

The lands which the Owners, by the terms and conditions of this contract, agree and covenant to convey to the City upon the payments being made as herein provided, are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:

The West Half ($W\frac{1}{2}$) of the Northeast Quarter (N.E. 1/4) of Section Thirty-five (35), Township Twelve (12) South, Range One (1) West, San Bernardino Meridian, according to United States Government survey.

The option hereby granted and given includes as a part of said real estate all permanent improvements such as are affixed to the land, all appurtenances and all material things which are immovable.

ARTICLE III OWNERS' COVENANT TO CONVEY TITLE AND CITY'S RIGHT TO PURCHASE

(a) If the City should elect to purchase the lands hereinbefore described during this option, to-wit: within a period of one (1) year from date hereof, then the amount paid by the City to the Owners for this option shall be credited upon the purchase price.

(b) If the City should elect to purchase a renewal option for a period of one (1) additional year and should exercise said option to purchase at any time during said renewal option, to-wit: on or before the 1st day of May, 1929, it shall then be entitled to a credit upon the purchase price herein fixed of a sum equal to the two (2) option payments, to-wit: the sum of twenty-five thousand six hundred dollars (\$25,600.00).

(c) Upon the payment of the full purchase price of said property as in this option agreed upon, the Owners covenant and agree to execute to the City a good and sufficient deed or deeds conveying to the City the real property described herein, SUBJECT, HOWEVER, to the right of the grantors to maintain a public burying ground as the same is now located upon said lands, and subject to all easements and rights of way for public roads, telephone, telegraph, gas and electric line easements, and SUBJECT ALSO to rights-of-way for such canals, pipe lines and ditches as are of record at the date of the execution of this instrument.

(d) The Owners agree to furnish to the City a certificate of title from the Southern Title and Trust Company of the City of San Diego, showing a merchantable title, subject to the encumbrances referred to in paragraph lettered "(c)" of this Article.

ARTICLE IV COVENANTS UPON THE PART OF THE CITY

(a) The City agrees, in the event it should exercise its option to purchase the lands

of the Owners under the terms and conditions of this instrument, that as a part of the consideration for said sale by the Owners to the City, the City will, simultaneously upon the consummation of said purchase, lease at the option of the Owners said lands herein described to the Owners, or their assigns, for a period of fifteen (15) years, or such part thereof as the Owners may elect.

(b) If the City and the Owners are unable to agree upon the rental of said premises, then IT IS MUTUALLY AGREED that the present owners shall appoint one arbitrator; the city shall appoint a second arbitrator and the two arbitrators so appointed shall determine the amount of such rental. In the event said two arbitrators are unable to agree upon said rental, then the two arbitrators shall appoint a third arbitrator and the Board of Arbitrators thus selected shall determine the rental to be paid for said leasehold, and the decision of any two of said arbitrators, in writing shall be binding upon both parties. IT IS FURTHER COVENANTED AND AGREED that either of the parties hereto shall have the right to have said rental readjusted at the expiration of two (2) years from the date hereof and every two (2) years thereafter upon the request of either party and if the parties themselves are unable to agree upon the rental at the date of such readjustment, then said rental shall be fixed by arbitration as hereinbefore provided.

(c) Said lease shall be in writing and shall contain the usual covenants contained in agricultural leases, and shall provide that unless the rentals are paid as provided therein, the City shall have the right, in the event of the default in any payment for a period of six (6) months, to terminate said lease.

(d) In the event of the execution of said lease, IT IS AGREED that the lessees shall have the right to the use of water flowing in the San Pasqual River at or near the location of said lands for irrigation and domestic purposes upon said lands and shall also have the right by means of wells and pumps to extract water from the gravels and sands underlying the surface of said lands for irrigation and domestic uses upon said lands, so long as such diversion from the flow of the stream and so long as such pumping does not substantially interfere with the City's use of said water in supplying its inhabitants with domestic water or in the fulfillment of its contractual obligations existing at the time of the execution of this instrument.

(e) IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties that if the pumping facilities located upon the lands herein described are not sufficient to enable the lessees to apply to a beneficial use the waters underlying said lands hereinbefore described for irrigation and domestic uses the lessees shall have the right to expend a sum not to exceed three thousand dollars (\$3,000.00) in the installation of pumping plants and in distributing lines; and, in the event of such expenditure the lessees shall have the right to deduct from the rentals due to the City a sum equal to that expended, to-wit: not to exceed three thousand dollars (\$3,000.00) and from the date of such expenditure until such sum has been deducted the lessees shall be required to make no payments of any kind or character to the City on account of said leasehold. The lessees before making any expenditures in the installation of a pumping plant or distributing system shall submit to the City Engineer or City Manager the plans and estimates of said improvements and if the same are reasonable, they shall be approved by said City Engineer or City Manager. Said improvements when made shall become and be a part of the real property and shall belong to the City.

ARTICLE V CONSTRUCTION OF SUTHERLAND DAM.

(a) IT IS UNDERSTOOD by and between the Owners and the City that the City may, before it elects to exercise its option to purchase the Owners' land, as hereinbefore provided, begin the construction of the Sutherland Dam, the construction of which will impound and divert from the San Dieguito River into another watershed a large portion of the storm waters that are accustomed to flow down the San Dieguito River and through the San Pasqual Valley toward the sea.

(b) IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the Owners and the City that in the event the City should commence the construction of said dam and should not exercise either option to purchase the lands of the Owners, said Owners will sustain damages, but the exact amount of said damage is not ascertainable and the parties agree that from the very nature of the case it will be impossible and/or extremely difficult to fix the actual damage, and the City therefor promises and agrees that in the event it should construct the Sutherland dam and should not exercise either option to purchase the lands of the Owners, as in this contract provided, that it will pay to said Owners the sum of thirty-two thousand dollars (\$32,000.00) as liquidated damages, and that said sum so determined as liquidated damages shall be due and payable from the City to the Owners on the day on which the said City, not having exercised either option to purchase the Owners' land, parts with said option or the renewal thereof and loses its right to purchase the lands of the Owners, as herein provided.

(c) IT IS EXPRESSLY UNDERSTOOD AND AGREED that in the event the City shall have paid for the two options herein provided a total of twenty-five thousand six hundred dollars (\$25,600.00) to the Owners and shall then fail, neglect and/or refuse to purchase said lands for the total purchase price thereof, the further payment of sixty-four hundred dollars (\$6,400.00) shall be in full liquidation of said damages hereinbefore provided. In event of the failure or refusal of the City to consummate the purchase of the lands of the Owners as herein provided the City hereby acknowledges that it has no further right, title and/or interest in and to said lands hereinbefore described or any of the waters in the gravels and sands underlying said lands and that its only right shall be to divert from the Sutherland Dam such waters as it may impound or divert by virtue of the building of said dam and the maintenance of said reservoir.

(d) This obligation and promise on the part of the City to pay the aforesaid sum as liquidated damages shall attach to and be binding upon the City upon the date on which it loses its option to purchase said lands, regardless of whether the Sutherland dam has been completed or whether water has actually been diverted.

ARTICLE VI TIME IS ESSENCE

Time is hereby expressly declared to be of the essence of this contract and of each and all of the provisions thereof.

This contract shall bind the heirs, executors, administrators and assigns of the Owners.

IN WITNESS WHEREOF, the Owners have hereunto subscribed their names the day and year first above written, and the City, pursuant to an ordinance of the City Council, duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be hereunto affixed.

RAY TRUSSELL

MAY R. TRUSSELL
OWNERS

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

By THE CITY OF SAN DIEGO
VNO. A. HELD
L.C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

I HEREBY APPROVE
the form of the foregoing Agreement this 29th day of April, 1927.
S. J. HIGGINS
City Attorney of the City of San Diego.

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

On this 26th day of April A.D., 1927, before me, J.J. Rutherford, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Ray Trussell and May R. Trussell husband and wife, personally known to me to be the persons whose names are subscribed to the within Instrument, and 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)

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Ray Trussell, et ux., and The City of San Diego. Being Document No. 205775.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Madstrom* Deputy.
By Mrs. H.

C O N T R A C T

THIS AGREEMENT, made and entered into this 29th day of April, 1927, by and between THE CITY OF SAN DIEGO, California, acting by and through its Common Council, and pursuant to the authority conferred by Ordinance No. 10793 passed and adopted November 29th, 1926, and B. G. JOHNSON and GLEN W. JOHNSON, co-partners doing business under the firm name and style of Johnson Brothers, WITNESSETH:

In consideration of the covenants and agreements herein contained to be kept and performed by second parties, the first party agrees to deliver all garbage collected in the City of San Diego at the Incinerator Plant of The City of San Diego, located at the foot of Eighth Street, and to furnish scales and facilities for there weighing said garbage.

Second parties hereby agree to receive and remove all garbage delivered and weighed as above stated, and remove and dispose of same not later than five hours after its delivery.

Second parties may at any time examine and check the weighing of garbage, and all garbage delivered by first party and received by second party will be paid for at the rate of seventy-five cents (75¢) per ton of two thousand pounds (2000#). Payment shall be made to the Operating Department of The City of San Diego on the tenth day of each month for all garbage delivered and received during the preceding month, and the amount thereof shall be determined by the weight tickets.

Second parties agree to remove all garbage as promptly as possible; to handle same in an efficient and sanitary manner without offense to the public. Failure of second parties to remove garbage promptly or to make prompt payment for garbage as stipulated herein shall be sufficient grounds for termination of this contract.

Second parties agree that in case of failure upon their part to faithfully carry out the contract as herein set forth, the party of the first part may take over and operate the plant in its entirety.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto subscribed their names, as and for the act of said The City of San Diego, and the said parties of the second part have hereunto subscribed their names, the day and year first hereinabove written.

(SEAL) Attest:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

By THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
FRED A. HEILBRON
DON M. STEWART
Members of the Common Council.

B. G. JOHNSON

GLEN W. JOHNSON
Parties of the Second Part.

I HEREBY APPROVE
the form of the foregoing contract, this 25th day of April, 1927.
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 B.G. Johnson & Glen W. Johnson. Being Document No. 205804.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Madstrom* Deputy.
By Mrs. H.

A G R E E M E N T

THIS MEMORANDUM OF AGREEMENT, made and entered into this 28th day of February, 1927, by and between EUGENE BOYLE and EUNICE J. BOYLE, husband and wife, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the "Owner," and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter by virtue of the Constitution of the State of California, hereinafter referred to as the "City," WITNESSETH:

WHEREAS, the City on or about October 5, 1925, leased from the San Dieguito Water Company, and concurrently therewith was granted, by said water company an option to purchase that certain water system known and designated as the "San Dieguito Water System," which lease

and option, among other properties, include the so-called "Sutherland reservoir site," which is situated on the San Dieguito River, and is the same stream as flows through the San Pasqual Valley where the Owner's lands are situated; and,

WHEREAS, the City contemplates within the near future the construction of a dam at the aforesaid reservoir site for the purpose of impounding the storm waters of the San Dieguito River and its tributaries, for the purpose of diverting said waters out of the water shed of said stream and transporting them to The City of San Diego, there to be used for domestic and irrigation purposes for the inhabitants of said city; and,

WHEREAS, there is now pending before the Division of Water Rights in the State Department of Public Works an application known as Application No. 4127, in which application one J. W. Williams, consulting Engineer for The City of San Diego, for and on behalf of said City prays for the right to appropriate and divert for municipal uses sixty thousand (60,000) acre feet per annum from the Santa Ysabel and Black Canyon Creeks, both of which, if not so appropriated and diverted, would flow down the San Dieguito River and through the San Pasqual Valley where the natural flow of said stream is diverted for irrigation purposes; and,

WHEREAS, there is also included in said San Dieguito water system the Lake Hodges reservoir situated on said San Dieguito River below the lands of the Owner, and there is included also in said system, on which the City has an option to purchase as aforesaid, water bearing lands situated in the westerly end of the San Pasqual Valley, which lands were acquired and are held for the purpose of the installation and maintenance of pumping plants during periods of dry years, by means of which said system will be able to supply its water consumers and The City of San Diego with water for domestic and irrigation purposes; and,

WHEREAS, it is to the interest of The City of San Diego to acquire the lands of the Owner situated in said San Pasqual Valley, in order that it can complete the development of said San Dieguito water system, and may appropriate and divert the waters of the San Dieguito River at the point heretofore designated as the Sutherland reservoir site; and,

WHEREAS, said development cannot be made without prejudicing the riparian rights of the Owner and/or the Owner's pumping rights by reason of the relationship of the Owner's lands to the banks of the San Dieguito River; and,

WHEREAS, for that reason the City is desirous of purchasing the lands of the Owner in order that it may, without prejudicing the rights of the Owner, construct a dam at the Sutherland Reservoir Site and appropriate and divert the storm waters from the San Dieguito River, and may have, without prejudicing the rights of the Owner, the right to develop pumping plants in the San Pasqual Valley and near the San Dieguito River bed and divert water from the sands and gravels of the San Pasqual Valley without prejudicing the rights of the Owner;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I.

OPTION TO PURCHASE

(a) For and in consideration of the sum of Nine Thousand (\$9,000.00) Dollars, which the Owner acknowledges to have received from the City of San Diego on the date of the execution of this instrument, the Owner hereby grants and gives to the City an exclusive option to purchase the lands hereinafter described for the sum of Forty-five Thousand (\$45,000.00) Dollars.

(b) This option shall be for a period of two (2) years and four (4) months, and unless exercised on or before the 28th day of June, 1929, shall expire on said 28th day of June, 1929, and upon the expiration of said option without its being exercised, as provided in this instrument, all rights of the said City shall cease and determine, and the City shall thereafter have no claim of any kind or nature whatsoever against the Owner by reason of anything ~~against the Owner by reason of anything~~ in this contract contained, and shall have no claim whatsoever against the Owner for any moneys that have been paid by the City to the Owner on account of or by reason of any provision in this contract.

ARTICLE II.

DESCRIPTION OF LANDS COVERED BY

THIS OPTION.

The lands which the Owner, by the terms and conditions of this contract, agrees and covenants to convey to the City upon the payments being made as herein provided, are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:

The West one-third of the East Half of Northeast Quarter of Section 32, Township 12 South, Range 1 West, San Bernardino Meridian;

Also, the West Half of the Northeast Quarter of Section 32, Township 12 South, Range 1 West, San Bernardino Meridian, EXCEPTING therefrom that portion thereof conveyed by Elbert Ward and Mary Ellen Ward to Wm. H. Smith, June 22, 1894, by deed recorded in Book 229, page 498 of Deeds, described as follows:

Commencing at a point 25 feet North from the center of the road which crosses the West line of the Northeast Quarter of Section 32, Township 12 South, Range 1 West, at the Southwest corner of the Northwest Quarter of said Northeast Quarter, and running thence North on said line 8 rods; thence East at right angles with said West line, 10 rods; thence South and parallel with said West line, 8 rods; thence West to point of commencement.

ALSO, EXCEPTING that portion thereof described as follows:

Commencing at a point 25 feet South of the center of said road and 20 feet East of said West line of the said Northeast Quarter, and running thence South and parallel with said West line of said Northeast Quarter, 20 rods; thence East at right angles with said West line, 24 rods; thence North and parallel with said West line of said Northeast Quarter, 20 rods; thence West to point of commencement;

ALSO, EXCEPTING that portion thereof described as follows:

Beginning at the Southwest corner of the Northeast Quarter of Section 32, Township 12 South, Range 1 West, San Bernardino Meridian; said point being marked by a cement monument and running North 0°41' West along the westerly side of said Northeast Quarter; a distance of 939 feet more or less, to a point 355 feet Southerly from the center line of the County Highway as said Highway is shown on map in the County Surveyor's Office and known as "County Highway Commission Boulevard Route No. 15, Division No. 1"; thence East 464 feet; thence South 0°41' East 939 feet more or less, to the Southerly line of said Northeast Quarter, said point being marked by a one-half inch iron bolt; thence West 464 feet to the point of beginning.

All the foregoing being in the County of San Diego, State of California, according to United States Government Survey.

ARTICLE III.

OWNER'S COVENANT TO CONVEY TITLE AND CITY'S RIGHT TO PURCHASE.

(a) If the City should elect to purchase the lands hereinbefore described during this option, to-wit: within a period of two (2) years and four (4) months from date hereof, then the amount paid by the City to the Owner for this option shall be credited upon the purchase price.

(b) Upon the payment of the full purchase price of said property as in this option agreed upon, the Owner covenants and agrees to execute to the City a good and sufficient deed or deeds conveying to the City the real property described herein, subject, however, to all easements and rights of way for public roads, telephone, telegraph, gas and electric line easements, and subject also to rights of way for such canals, pipe lines and ditches as are

of record at the date of the execution of this instrument.

(c) The Owner agrees to furnish to the City a certificate of title from the Southern Title & Trust Company of the City of San Diego, or the Union Title Insurance Company of said City, as the City may elect, showing a merchantable title, subject to the encumbrances referred to in paragraph lettered "b" of this article.

ARTICLE IV.
CONSTRUCTION OF SUTHERLAND DAM.

(a) It is understood by and between the Owner and the City that the City may, before it elects to exercise its option to purchase the Owner's land, as hereinbefore provided, begin the construction of the Sutherland dam, the construction of which would impound and divert from the San Dieguito River into another water shed a large portion of the storm waters that are accustomed to flow down the San Dieguito River and through the San Pasqual Valley toward the sea.

(b) It is expressly understood and agreed by and between the Owner and the City that in the event the City should commence the construction of said dam and should not exercise its option to purchase the lands of the Owner, the said Owner would sustain damages, but the exact amount of said damages is not ascertainable and the parties agree that from the very nature of the case it would be impossible and/or extremely difficult to fix the actual damage, and the City therefore promises and agrees that in the event it should construct the Sutherland dam and should not exercise its option to purchase the lands of the Owner, as in this contract provided, that it will pay to said Owner the sum of Twenty-two Thousand Five Hundred (\$22,500.00) Dollars as liquidated damages, and that said sum so determined as liquidated damages, shall be due and payable from the City to the Owner on the day on which the said City, not having exercised its option to purchase the Owner's land, parts with said option and loses its right to purchase the lands of the Owner, as herein provided.

(c) This obligation and promise on the part of the City to pay the aforesaid sum as liquidated damages, shall attach to and be binding upon the City upon the date on which it loses its option to purchase said lands, regardless of whether the Sutherland dam has been completed or whether water has actually been diverted.

ARTICLE V.
CITY'S APPLICATION TO APPROPRIATE AND DIVERT WATERS OF SAN DIEGUITO RIVER.

It is understood by and between the parties that the hearing of the City's application to appropriate and divert waters from the San Dieguito River as evidenced by its Application No. 4127 now pending before the Division of Water Rights of the Department of Public Works of the State of California, together with the protest of the Owner, shall be continued from time to time by agreement of the parties and their respective attorneys, and that in the event the City elects to purchase the lands of the Owner, as herein provided, then the Owner agrees to withdraw his protest and consent to the granting of said Application No. 4127 by the Chief of the Division of Water Rights.

ARTICLE VI.
TIME IS ESSENCE.

Time is hereby expressly declared to be of the essence of this contract and of each and all of the provisions thereof.

This contract shall bind the heirs, executors, administrators and assigns of the Owner.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name the day and year first above written, and the City, pursuant to an ordinance of the Common Council, duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be hereunto affixed.

EUGENE BOYLE
EUNICE J. BOYLE,
Owner

State of California,) ss.
County of San Diego,)

On this 28th day of February, 1927, before me, JOSEPHINE G. JOHNSON, a Notary Public in and for said County and State, personally appeared EUGENE BOYLE and EUNICE J. BOYLE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal the day and year in this certificate first above written.

(SEAL)
My Commission expires June 11, 1930.

JOSEPHINE G. JOHNSON
Notary Public in and for said County and State

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
JNO. A. HELD
L. C. MAIRE
DON M. STEWART
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 29th day of April, 1927.
S. J. HIGGINS
City Attorney of the City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, between Eugene Boyle and Eunice J. Boyle and the City of San Diego, California, being Document No. 205832.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By Mrs. H.

LEASE

THIS INDENTURE OF LEASE, made this 4th day of April, 1927, 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. 10920 of the ordinances of The City of San Diego, authorizing the execution of this lease, and FRANCIS NORMAL STEIGERWALD, as Administrator of the Estate of W. F. Steigerwald, deceased, 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:

A portion of Pueblo Lot 1311 of the Pueblo Lands of San Diego, 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, said Map 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 126.05 feet to a point; thence North 10° 19' East, a distance of 164.61 feet to a point; thence South 61° 24' West, a distance of 175.79 feet to the point of beginning;

For a term of one year, beginning on the 1st day of January, 1927, to and including the 31st day of December, 1927, at a rental of twenty-five dollars (\$25.00) per month, payable in advance on the first day of each month of 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

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council.

F. N. STEIGERWALD, Lessee

(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, with Francis Normal Steigerwald, Administrator, being Document No. 201347.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

By Mrs. H.

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. 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, 1927, 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 his hand this 29th day of April, 1927.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

JNO. A. HELD

L. C. MAIRE

FRED A. HEILBRON

DON M. STEWART

Members of the Common Council,

Lessor.

E. C. PALMER, Lessee.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR.,

Deputy City Attorney.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Lease, this 2 day of March, 1927.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with E. C. Palmer, being Document No. 205769.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

By Mrs. H.

L E A S E

THIS AGREEMENT, made this 4th day of May, 1927, by and between THE CITY OF SAN DIEGO, CALIFORNIA, and the Board of Trustees of CALVARY PRESBYTERIAN CHURCH, of San Diego, California, WITNESSETH:

In consideration of the sum of One Dollar (\$1.00) The City of San Diego has and does by these presents lease to second parties for a period of one year from March 29, 1927, that certain iron bell heretofore used and leased by second parties.

Second parties to return said bell to The City at the expiration of this lease, unless the same is renewed.

WITNESS the City of San Diego by and through its Common Council, and the Calvary Presbyterian Church by and through its Board of Trustees.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

CALVARY PRESBYTERIAN CHURCH
By HOMER G. COMSTOCK
IRA D. MILLER
ARTHUR KEMPE
J. VERNON TWELKER
J. L. MOHLER

Approved as to form this 22 day of April, 1927.

S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR.,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Calvary Presbyterian Church and the City of San Diego. Being Document No. 206442.

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

By August M. Wadstrom Deputy.
By Mrs. H.

AGREEMENT RATIFYING AND CONFIRMING AGREEMENT
OF LEASE AND OPTION TO PURCHASE.

THIS AGREEMENT, dated May 16th, 1927, made and entered into by and between SAN DIEGUITO WATER COMPANY a private corporation organized and existing under and by virtue of the laws of the State of Nevada, hereinafter called the "Company", and CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter, situated in San Diego County, State of California, hereinafter called the "City",

W I T N E S S E T H:

WHEREAS, heretofore, on October 5, 1925, the parties hereto entered into, executed and delivered a certain Agreement of Lease and Option to Purchase (being Document No. 177947 on file in the office of the City Clerk of said City), which agreement provided, among other things, for the leasing of certain properties of the Company described in said agreement, to the City for a term of thirty (30) years from and after December 1, 1925, and also provided for the granting to said City of an option to purchase said property upon certain terms and conditions set forth in said agreement;

NOW, THEREFORE, IT IS HEREBY COVENANTED AND AGREED by and between said parties that said Agreement of Lease and Option to Purchase entered into by and between the parties hereto, and dated October 5, 1925, as aforesaid, be and the same is, in its entirety and as to all its covenants and provisions, ratified, approved and confirmed as the act and deed of said parties, and of each of them, respectively.

IN WITNESS WHEREOF, the City, pursuant to an ordinance of its Common Council, duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be affixed and said San Dieguito Water Company has caused this instrument to be signed by its vice president and its corporate seal to be hereunto affixed, the day and year first above written.

CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

(SEAL)

SAN DIEGUITO WATER COMPANY
By JOHN TREANOR, Its Vice President

I hereby approve the form of the foregoing Agreement this 16th day of May, 1927.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement Ratifying and Confirming Agreement of Lease and Option to Purchase San Dieguito Water System with the City of San Diego. Being Document No. 205107.

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

By August M. Wadstrom Deputy.
By Mrs. H.

I hereby certify that the necessary funds are in the city treasury for payment of within contract, in Ord. 10949 - Sutherland Dam Bond Fund.

H. L. MOODY, City Auditor
B. E. WENRICH, Deputy.

KNOW ALL MEN BY THESE PRESENTS, That SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, 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 EIGHT HUNDRED NINETY Dollars (\$890.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of May, 1927.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to

Construct an electric power line and distribution system for supplying electric current to pumps, lights, etc., at the Riverview Pumping Plant, belonging to The City of San Diego, located near Lakeside, 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.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO.

W. F. RABER, Vice President
Principal.

(SEAL) ATTEST:
M. B. FOWLER, Secretary.

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 16th day of May, 1927.
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 May, 1927.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

(SEAL) ATTEST:
By ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, 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, 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 SEVENTEEN HUNDRED EIGHTY Dollars (\$1780.00), 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 16th day of May, 1927.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named SAN DIEGO CONSOLIDATED GAS & ELECTRIC 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, transporation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to

The construction of an electric power line and distribution system for supplying electric current to pumps, lights, etc., at the Riverview Pumping Plant, belonging to The City of San Diego, located near Lakeside, California. In accordance with the plans and 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 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 brough 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:

SAN DIEGO CONSOLIDATED G & E COMPANY

W. F. RABER, Vice President
Principal.

(SEAL) ATTEST:
M. B. FOWLER, Secretary

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 16th day of May, 1927.
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 May, 1927.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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 16th day of May, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The construction of an electric power line and distribution system for supplying electric current to pumps, lights, etc., at the Riverview Pumping Plant belonging to The City of San Diego, located near Lakeside, California; all in accordance with the plans and specifications filed in the Office of the City Clerk of said City under Document No. 205807.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

The sum of THREE THOUSAND FIVE HUNDRED FIFTY-THREE and 04/100 DOLLARS (\$3553.04).

Said contractor agrees to commence said work immediately 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 twenty-one (21) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of THREE THOUSAND FIVE HUNDRED FIFTY-THREE and 04/100 DOLLARS (\$3553.04).., said payments to be made as follows: Upon the completion of the said work, and the acceptance of the same by the Manager of Operation 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 Manager of Operation, when on proof that the contract has been fully performed, and all charged 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, 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 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 said 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 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 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 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 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 in this agreement first above written.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

SAN DIEGO CONSOLIDATED G&E COMPANY

W. F. RABER, Vice President
Contractor.

(SEAL) ATTEST:
M. B. FOWLER, Secretary.

I hereby approve the form of the foregoing Contract this 16th day of May, 1927.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D.Cons.G&E Co. and the City of San Diego. Being document No. 206744.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.
By Mrs. H.

L E A S E

THIS AGREEMENT, by and between THE CITY OF SAN DIEGO, California, acting by and through its Harbor Commission and pursuant to the authority conferred by virtue of Ordinance No. 10994 of The City of San Diego passed and approved March 28, 1927, and O. J. HALL, Witnesseth:

The City of San Diego has demised and let, and by these presents does demise and let to O. J. Hall that certain portion of the Tide Lands belonging to The City of San Diego, described as follows, to-wit:

All of Block 15 of Municipal Tide Lands Subdivision except 25 x 100 feet thereof in the Northwest corner of said Block;

To have and to hold said demised premises for a period of five years from the date hereof upon the conditions herein set forth.

The Lessee shall pay in equal monthly installments payable the first of each month in advance, as rental for said premises, the sum of two and one-half cents (2-1/2¢) per square foot per year for the first two years of this lease, and the sum of four cents (4¢) per square foot per year for the last three years hereof.

This lease is not assignable nor transferable without the consent of the Common Council of The City of San Diego by ordinance expressed, and the demised premises are to be used only for an oil and service station, including the storage of automobiles.

There is hereby expressly reserved to the Common Council and the people of the City of San Diego the right to modify, terminate or alter the terms of this lease at any time, and said lease is subject to any and all restrictions provided by law, whether herein contained or not.

Executed this 1st day of May, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk,
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By M. A. GRAHAM
W. P. CRONAN
Members of the Harbor Commission.

O. J. HALL
Lessee.

I hereby approve the form of the foregoing Lease, this 14 day of April, 1927.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, Jr.,
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 O. J. Hall. Being Document No. 205204.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.
By Mrs. H.

I Hereby certify that the necessary funds are in the City Treasury for payment of within contract. Ord. to be appropriated out of Purchasing Dept.

H. L. MOODY, City Auditor
F. E. WENRICH, Deputy.

KNOW ALL MEN BY THESE PRESENTS, That GENERAL CHEMICAL COMPANY, a corporation, as Principal and The Fidelity and Casualty Company of New York a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED THIRTY Dollars (\$330.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of May, 1927.

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 40 tons of Sulphate of Alumina, f.o.b. City spur track California and Grape Streets, 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.

GENERAL CHEMICAL COMPANY

By PHIL. A. OLSON, Branch Manager
Principal.

(SEAL)

THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK

By WILLIAM J. BENNETT, Attorney
Surety.

Subscribed and sworn to before me this 21st day of May, 1927.

(SEAL)

PAUL J. EMME

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

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

On this 21st day of May in the year One Thousand Nine Hundred and twenty-seven 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 William J. Bennett 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 23rd day of May, 1927.

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, 1927.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 21st day of May, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GENERAL CHEMICAL COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Forty (40) Tons of Sulphate of Alumina - one car of eighty thousand (80,000) pounds - in accordance with the specifications on file in the Office of the Superintendent of the Purchasing Department; delivery, f.o.b. cars City spur track at California and Grape Streets, San Diego, California.

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

The price of \$1.65 per 100 pounds.

Said contractor agrees to begin delivery of said material within fourteen (14) days from and after the date of the execution of this contract, and to complete said delivery on or before the ___ day of ___ 192_ (as specified)

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

The sum of \$1.65 per 100 pounds Sulphate of Alumina.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

GENERAL CHEMICAL COMPANY
By PHIL. A. OLSON, Branch Manager
Contractor.

Subscribed and sworn to before me this 21 day of May, 1927.

(SEAL)

PAUL J. EMMER
Notary Public, and for the County of Los Angeles,
State of California.

I hereby approve the form of the foregoing contract, this 20th day of May, 1927.
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. Being Document No. 207106 $\frac{1}{2}$.

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

By August M. Hadstrom Deputy.
By Mrs. H.

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 EIGHTY (380) 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 20th day of MAY, A.D. 1927.

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 NEWPORT AVENUE, in said City, between the northwesterly curb line of Cable Street and a line parallel to and distant 30 feet northwesterly from the southeasterly line of Abbott Street and its southwesterly prolongation; and on the southeasterly side of BACON STREET, between the southwesterly line of Santa Monica Avenue 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, THEREFOR, the condition of this obligation is such that is 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 CO.

W. F. RABER

(SEAL)

P. A. BAILEY

THE AETNA CASUALTY AND SURETY COMPANY

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 23rd day of May, A.D., 1927.

S. J. HIGGINS
City Attorney of the City of San Diego, California.
By M. R. THORP,
Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 41588, passed and adopted on the 9th day of May, 1927, require and fix the sum of \$380.00 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.

THIS AGREEMENT, made and entered into this 23rd day of May, 1927, 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 on NEWPORT AVENUE, between the northwesterly curb line of Cable Street and a line parallel to and distant 30 feet northwesterly from the southeasterly line of Abbott Street and its southwesterly prolongation; and on the southeasterly side of BACON STREET, between the southwesterly line of Santa Monica Avenue and the northeasterly line of Newport Avenue, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said Newport Avenue and Bacon Street, within the limits above mentioned.

Such furnishing of electric current and such maintenance of appliances shall be for the period of nineteen months and three days from and after the 11th day of January, 1927, to-wit, to and including the 13th day of August, 1928.

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, filed in the office of the City Clerk of said City of San Diego on February 18th, 1927, and entitled: "Engineer's Report on Newport Avenue Lighting District No. 1."

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 and ninety-four and 96/100 dollars (\$294.96), as follows: Nineteen 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 \$15.44, and one warrant for the sum of \$1.60, to cover the additional three days of said term.

And said second party hereby 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 and seventy-nine and 82/100 dollars (\$1179.82) as follows: Nineteen 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 the "Newport Avenue Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of \$61.77, and one warrant for the sum of \$6.19, to cover the additional three days of said term.

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 and seventy-nine and 82/100 dollars (\$1179.82).

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 and ninety-four and 96/100 dollars (\$294.96)), 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

By W. F. RABER

(SEAL) ATTEST:
P. A. BAILEY

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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 23rd day of May, 1927.
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 City of San Diego and the San Diego Consolidated Gas & Electric Company being Document No. 207199 .

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By Mrs. H.

I Hereby Certify that the necessary funds \$14,100.00 are set aside in Acct. #95, Library Dept. in the City Treasury for payment of within contract, in Budget Ord. 10781 - Series E.

H. L. MOODY, City Auditor
F. E. WENRICH, Deputy.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That J. A. HUNT, of 4123 Forty-fourth Street, East San Diego, California, 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, 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 Sixty-one hundred fifty-five Dollars, (\$6155.00), 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 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 23rd day of May, 1927.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made, and executed 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 therein, and the above named J. A. Hunt 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 of the Logan Heights Branch of the San Diego Public Library, to be located on Lots 25 and 26, Block 2, Reed & Hubbell's Addition, 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, 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 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:

J. A. HUNT, Principal.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
Surety.

By WILLIAM F. LUDINGTON
Attorney.

(SEAL)

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

On this 23rd day of May in the year One Thousand Nine Hundred and 27 before me, Helen C. Wallace a Notary Public in and for the said County of San Diego, residing therein, duly commissioned and sworn, personally appeared William F. Ludington known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

HELEN C. WALLACE

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

(SEAL)

My Commission expires March 12, 1930.

I Hereby Approve the form of the within Bond, this 25th day of May, 1927.

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 May, 1927.

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. A. HUNT, of 4123 Forty-fourth Street, East San Diego, California as Principal and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three thousand seventy-eight (3078) Dollars (\$3078.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of May, 1927.

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 of the Logan Heights Branch of the San Diego Public Library, to be located on Lots 25 and 26, Block 2, Reed & Hubbell's Addition, in The City of San Diego, California; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

J. A. HUNT

Principal

THE FIDELITY & CASUALTY COMPANY OF NEW YORK
Surety.

By WILLIAM F. LUDINGTON.

Attorney.

(SEAL)

I Hereby Approve the form of the within Bond, this 25th day of May, 1927.

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 May, 1927.

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

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 23rd day of May in the year One Thousand Nine Hundred and 27 before me, Helen C. Wallace a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared William F. Ludington known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

HELEN C. WALLACE

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

(SEAL)
My Commission expires March 12, 1930.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 25th day of May, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and J. A. HUNT, of 4123 Forty-fourth Street, San Diego, California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The erection and completion of a Library Building for The City of San Diego on Lots 25 and 26, of Block 2, Reed & Hubbell's Addition, in the City of San Diego, California, including grading, masonry, carpenter work, steel work, painting, iron work, tile work, roofing, etc., in accordance with the plans and specifications therefor contained in Document No. 205585, on file in the office of the City Clerk of said City; EXCEPTING from such work Items numbered 2, 3, 4, 6, 8, 9, 10 and 12, as set forth in the Addenda, page A-1 of said specifications.

It is expressly agreed by and between the City and said Contractor that said City may, at any time before the completion of the said work hereinabove described, order the construction of the bookcases, designated as Item No. 8 in the Addenda, page A-1 of said specifications; provided, however, that the cost of constructing said bookcases shall not exceed the sum of one thousand five hundred fifty-three and 19/100 dollars (\$1553.19).

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

For the sum of twelve thousand, three hundred nine and 03/100 dollars (\$12,309.03); and the additional sum of one thousand five hundred fifty-three and 19/100 dollars (\$1553.19) in the event said City orders the construction of said bookcases, designated as Item No. 8.

Said contractor agrees to commence said work within seven (7) 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 four (4) months from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of twelve thousand, three hundred nine and 03/100 dollars (\$12,309.03), and the further sum of one thousand five hundred fifty-three and 19/100 dollars (\$1553.19) in the event said City orders the construction of said bookcases, hereinbefore designated as Item No. 8; said payments to be made as follows:

The Architect shall, at the end of each fifteen days 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 Architect 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 Architect shall notify the Common Council in writing that this agreement has been fully and acceptably performed, whereupon, 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 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 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 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 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 Architect 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 said 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 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 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 Architect, 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 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 hereunto subscribed his name the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

By THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

J. A. HUNT
Contractor.

I Hereby Approve the form of the foregoing Contract this 25th day of May, 1927.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between J. A. Hunt and the City of San Diego. Being Document No. 207253.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Wadstrom* Deputy.
By M. H.

KNOW ALL MEN BY THESE PRESENTS, That we, THE TRIBUNE COMPANY, AS PRINCIPAL, AND SOUTHERN SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Iowa, 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 (\$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 27th day of May, A.D. 1927.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal on the 1st day of June, 1927, entered into the annexed contract with 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, 1927, and ending with the 31st day of May, 1929, in their daily newspaper, which is called The Evening Tribune, in accordance with, and at the contract price set forth in the said annexed contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused 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, Principal.

By JAS. MacMULLEN

SOUTHERN SURETY COMPANY, Surety.

By DONALD B. GOLDSMITH
Attorney-in-Fact.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO, (ss
CITY OF SAN DIEGO,)

On this 27th day of May, 1927, 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, California; 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.

HELEN C. WALLACE, Notary Public.

(SEAL)
My Commission Expires
March 12th, 1930.

I HEREBY APPROVE the form of the within Bond, this 31st day of May, 1927.
S. J. HIGGINS, City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 31st day of May, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

THIS AGREEMENT, made and entered into this 23rd day of May, A.D. 1927, 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, 1927, and ending with the 31st day of May, 1929, in its daily newspaper, which is called The Evening Tribune, for the following prices:

For each 1000 ems of type, set solid, if the publication is made three times, or less, \$ 1.90.
For each 1000 ems of type, set solid, if the publication is made five times, \$2.05
For each 1000 ems of type, set solid, if the publication is made ten times, \$ 2.60
For each 1000 ems of type, set solid, if the publication is made fifteen times, \$2.70.
For each 1000 ems of type, set solid, if the publication is made twenty-one times, \$2.80.
For each 1000 ems of type, set solid, if the publication is made thirty times, \$3.80.
For the complete publication of the delinquent tax list, once a week for three weeks, set solid, for each 1000 ems, \$3.40.

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 of 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, 1927, to and including the 31st day of May, 1929.

It is further agreed that should any advertising be unfinished on the 31st day of May, 1929, 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 Managing Editor, and the execution thereof to be attested by its Auditor, this 23rd day of May, 1927, 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, this 23rd day of May, A.D. 1927.

THE TRIBUNE COMPANY

By JAS. MacMULLEN

ATTEST:
L. C. RIDOUT

By THE CITY OF SAN DIEGO.
VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT

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 20th day of May, 1927.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full true and correct copy of Contract between the Tribune Company and the City of San Diego. Being Document No. 206985.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Kadstrom Deputy.

By Mrs. H.

A G R E E M E N T

THIS MEMORANDUM OF AGREEMENT, made and entered into this 1st day of April, 1927, by and between F. M. WHITE and Mary Y. WHITE, his wife, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the "Owner," and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholder's charter by virtue of the Constitution of the State of California, hereinafter referred to as the "City,"

W I T N E S S E T H:

WHEREAS, the City on or about October 5, 1925, leased from the San Dieguito Water Company, and concurrently therewith was granted by said water company an option to purchase that certain water system known and designated as the "San Dieguito Water System," which lease and option, among other properties, include the so-called "Sutherland reservoir site," which is situated on the San Dieguito River, and is the same stream as flows through the San Pasqual Valley where the Owner's lands are situated; and,

WHEREAS, the city contemplates within the near future the construction of a dam at the aforesaid reservoir site for the purpose of impounding the storm waters of the San Dieguito River and its tributaries, for the purpose of diverting said waters out of the water shed of said stream and transporting them to The City of San Diego, thereto be used for domestic and irrigation purposes for the inhabitants of said city; and

WHEREAS, there is now pending before the Division of Water Rights in the State Department of Public Works an application known as Application No. 4127, in which application one J. W. Williams, consulting Engineer for The City of San Diego, for and on behalf of said City prays for the right to appropriate and divert for municipal uses sixty thousand (60,000) acre feet per annum from the Santa Ysabel and Black Canyon Creeks, both of which, if not so appropriated and diverted, would flow down the San Dieguito River and through the San Pasqual Valley where the natural flow of said stream is diverted for irrigation purposes; and,

WHEREAS, there is also included in said San Dieguito water system the Lake Hodges reservoir situated in said San Dieguito River below the lands of the Owner, and there is included also in said system, on which the City has an option to purchase as aforesaid, water bearing lands situated in the westerly end of the San Pasqual Valley, which lands were acquired and are held for the purpose of the installation and maintenance of pumping plants during periods of dry years, by means of which said system will be able to supply its water consumers and The City of San Diego with water for domestic and irrigation purposes; and,

WHEREAS, it is to the interest of The City of San Diego to acquire the lands of the Owner situated in said San Pasqual Valley, in order that it can complete the development of said San Dieguito water system, and may appropriate and divert the waters of the San Dieguito River at the point heretofore designated as the Sutherland reservoir site; and,

WHEREAS, said development cannot be made without prejudicing the riparian rights of the Owner and/or the Owner's pumping rights by reason of the relationship of the Owner's lands to the banks of the San Dieguito River; and,

WHEREAS, for that reason the City is desirous of purchasing the lands of the Owner in order that it may, without prejudicing the rights of the Owner, construct a dam at the Sutherland Reservoir Site and appropriate and divert the storm waters from the San Dieguito River, and may have, without prejudicing the rights of the Owner, the right to develop pumping plants in the San Pasqual Valley and near the San Dieguito River bed and divert water from the sands and gravels of the San Pasqual Valley without prejudicing the rights of the Owner;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I.

OPTION TO PURCHASE

(a) For and in consideration of the sum of Four Thousand Eight Hundred Sixty (\$4,860.00) Dollars, which the Owner acknowledges to have received from the City of San Diego on the date of the execution of this instrument, the Owner hereby grants and gives to the City an exclusive option to purchase the lands hereinafter described for the sum of Twenty-four Thousand Three Hundred (\$24,300.00) Dollars.

(b) This option shall be for a period of two years and three (3) months, and unless exercised on or before the 1st day of July, 1929, shall expire on said 1st day of July, 1929, and upon the expiration of said option without its being exercised, as provided in this instrument, all rights of the said City shall cease and determine, and the City shall thereafter have no claim of any kind or nature whatsoever against the Owner by reason of anything in this contract contained, and shall have no claim whatsoever against the Owner for any moneys that have been paid by the City to the Owner on account of or by reason of any provision in this contract.

ARTICLE II.

DESCRIPTION OF LANDS COVERED BY THIS OPTION.

The lands which the Owner, by the terms and conditions of this contract, agrees and covenants to convey to the City upon the payments being made as herein provided, are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:

All that real property situate in the Rancho San Bernardo, described as follows:

Beginning at a point on the East line of the Rancho San Bernardo 5799.1 feet in a southerly direction from the corner S.B.1 of said Rancho; thence running in a Westerly direction along the line of the land conveyed by Sarah B. Oaks and David T. Oaks to Fred H. Roberts by deed dated May 31, 1907, recorded in Book 417, page 300, of Deeds, a distance of 600 feet; thence in a Northeasterly direction 3230 feet to an intersection with the East line of Rancho San Bernardo; thence in a Southerly direction along the East line of said Rancho to the point of beginning.

ALSO, Lots Four (4), Five (5) and Six (6); the Southeast Quarter of Southwest Quarter and the Southwest Quarter of the Southeast Quarter, all in Section Six (6), Township 13 South, Range One West, San Bernardino Meridian.

All the foregoing being in the County of San Diego, State of California, according to United States Government Survey.

ARTICLE III.

OWNER'S COVENANT TO CONVEY TITLE AND CITY'S RIGHT TO PURCHASE.

(a) If the City should elect to purchase the lands hereinbefore described during this option, to-wit: within a period of two (2) years and three (3) months from date hereof, then the amount paid by the City to the Owner for this option shall be credited upon the purchase price.

(b) Upon the payment of the full purchase price of said property as in this option agreed upon, the Owner covenants and agrees to execute to the City a good and sufficient deed or deeds conveying to the City the real property described herein, subject, however, to all easements and rights of way for public roads, telephone, telegraph, gas and electric line easements, and subject also to rights of way for such canals, pipe lines and ditches as are of record at the date of the execution of this instrument.

(c) The Owner agrees to furnish to the City a certificate of title from the Southern Title & Trust Company of the City of San Diego, or the Union Title Insurance Company of said City, as the City may elect, showing a merchantable title, subject to the encumbrances referred to in paragraph lettered "b" of this article.

ARTICLE IV.

CONSTRUCTION OF SUTHERLAND DAM.

(a) It is understood by and between the Owner and the City that the City may, before it elects to exercise its option to purchase the Owner's land, as hereinbefore provided, begin the construction of the Sutherland dam, the construction of which would impound and divert from the San Dieguito River into another water shed a large portion of the storm waters that are accustomed to flow down the San Dieguito River and through the San Pasqual Valley toward the sea.

(b) It is expressly understood and agreed by and between the Owner and the City that in the event the City should commence the construction of said dam and should not exercise its option to purchase the lands of the Owner, the said Owner would sustain damages, but the exact amount of said damages is not ascertainable and the parties agree that from the very nature of the case it would be impossible and/or extremely difficult to fix the actual damage, and the City therefore promises and agrees that in the event it should construct the Sutherland dam and should not exercise its option to purchase the lands of the Owner, as in this contract provided, that it will pay to the said Owner the sum of Twelve Thousand One Hundred Fifty (\$12,150.00) as liquidated damages, and that said sum so determined as liquidated damages, shall be due and payable from the City to the Owner on the day on which the said City, not having exercised its option to purchase the Owner's land, parts with said option and loses its right to purchase the lands of the Owner, as herein provided.

(c) This obligation and promise on the part of the City to pay the foresaid sum as liquidated damages, shall attach to and be binding upon the City upon the date on which it loses its option to purchase said lands, regardless of whether the Sutherland dam has been completed or whether water has actually been diverted.

ARTICLE V
CITY'S APPLICATION TO APPROPRIATE
AND DIVERT WATERS OF SAN DIEGUITO
RIVER.

It is understood by and between the parties that the hearing of the City's application to appropriate and divert waters from the San Dieguito River as evidenced by its Application No. 4127 now pending before the Division of Water Rights of the Department of Public Works of the State of California, together with the protest of the Owner, shall be continued from time to time by agreement of the parties and their respective attorneys, and that in the event the City elects to purchase the lands of the Owner, as herein provided, then the Owner agrees to withdraw his protest and consent to the granting of said application No. 4127 by the Chief of the Division of Water Rights.

ARTICLE VI.
TIME IS ESSENCE

Time is hereby expressly declared to be of the essence of this contract and of each and all of the provisions thereof.

This contract shall bind the heirs, executors, administrators and assigns of the Owner.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name the day and year first above written, and the City, pursuant to an ordinance of the Common Council, duly and regularly adopted, has caused this agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be hereunto affixed.

F. M. WHITE
MARY Y. WHITE,

Owner

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

S. J. HIGGINS

City Attorney of the City of San Diego.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing Agreement this 21st day of May, 1927.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, between F. M. White, Mary Y. White, and the City of San Diego, California, being Document No. 207431.

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

By August M. Skadstrom 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 FIVE HUNDRED (500) 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 3rd day of June, A.D. 1927.

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 TWELFTH STREET, between the southerly line of Market Street and the northerly line of Imperial Avenue; on NATIONAL AVENUE, between the easterly line of Twelfth Street and the northwesterly curb line of Sixteenth Street; and on the northerly side of IMPERIAL AVENUE, between the northeasterly line of National Avenue and the westerly curb line of Thirteenth 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 CO.
By L. M. KLAUBER

(SEAL)
M. B. FOWLER, Secretary

THE AETNA CASUALTY AND SURETY COMPANY
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 6th day of June, A.D. 1927.

S. J. HIGGINS,

City Attorney of the City of San Diego, California.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 41740, passed and adopted on the 23rd day of May, 1927, require and fix the sum of five hundred dollars (\$500.00) as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

(SEAL)

City Clerk of The City of San Diego, California, and Ex-Officio Clerk of the Common Council of said City.

By FRED W. SICK, Deputy.

THIS AGREEMENT, made and entered into this 6th day of June, 1927, 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 herein mentioned;

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit:

The furnishing of electric current for the lighting of the ornamental street lights located on TWELFTH STREET, between the southerly line of Market Street and the northerly line of Imperial Avenue; on NATIONAL AVENUE, between the easterly line of Twelfth Street and the northwesterly curb line of Sixteenth Street; and on the northerly side of IMPERIAL AVENUE, between the northeasterly line of National Avenue and the westerly curb line of Thirteenth Street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said Twelfth Street, National Avenue and Imperial Avenue, within the limits above-mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after the 13th day of December, 1926, to-wit, to and including the 12th day of December, 1927.

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, entitled: "Engineer's Report on San Diego Lighting District No. 3," filed February 21st, 1927, 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 and eighty-nine and 14/100 dollars (\$389.14) 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 fifteen hundred and fifty-six and 56/100 dollars (\$1556.56), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 3 Fund."

And it is further mutually agreed that no part or portion of said sum of fifteen hundred and fifty-six and 56/100 dollars (\$1556.56) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 fifteen hundred and fifty-six and 56/100 dollars (\$1556.56).

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 said sum of three hundred and eighty-nine and 14/100 dollars (\$389.14)), nor for 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.

(SEAL) ATTEST:

M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By L. M. KLAUBER

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 6th day of June, 1927.

S. J. HIGGINS, City Attorney

By S. J. HIGGINS, Deputy City Attorney

(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 Contract, between the San Diego Consolidated Gas & Electric Company and the City of San Diego, California, being Document No. 207681.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom 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 SIXTEEN HUNDRED AND FIFTY (1650) 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 3rd day of June, A.D. 1927.

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; 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; of GIRARD AVENUE, between the northerly line of Silverado Street and the southerly line of Prospect Street; of WALL STREET, between the easterly line of Girard Avenue and the westerly line of Ivanhoe Avenue; and of HERSCHEL AVENUE, between the southerly line of Prospect Street and the northerly line of Silverado 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 is 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.

(SEAL) M. B. FOWLER, Secretary

SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO.

By L. M. KLAUBER

The AETNA CASUALTY AND SURETY CO.

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 6th day of June, A.D. 1927.

S. J. HIGGINS,

City Attorney of the City of San Diego, California.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 41739, passed and adopted on the 23rd day of May, 1927, require and fix the sum of sixteen hundred and fifty dollars (\$1650.00) 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.

C O N T R A C T

THIS AGREEMENT, made and entered into this 6th day of June, 1927, 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; of GIRARD AVENUE, between the northerly line of Silverado Street and the southerly line of Prospect Street; of WALL STREET, between the easterly line of Girard Avenue and the westerly line of Ivanhoe Avenue; and of HERSCHEL AVENUE, between the southerly line of Prospect Street and the northerly line of Silverado 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, Girard Avenue, Wall Street and Herschel Avenue, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period beginning on the 1st day of January, 1927, and ending on the 31st day of December, 1927.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being Document entitled: "Engineer's Report on La Jolla Lighting District No. 1", on file in the office of the City Clerk of the 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 twelve hundred and ninety-four and 83/100 dollars (\$1294.83) 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 five thousand one hundred and seventy-nine and 32/100 dollars (\$5,179.32), 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 \$5,179.32 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 \$5,179.32.

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 said sum of \$1294.83), 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.

(SEAL) ATTEST:
M. B. FOWLER

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By L. M. KLAUBER

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

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

The sum of THREE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$3,665.00)

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

By THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
S. P. MCMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

MACHINERY PIPE & SUPPLY CO.

Paul O. Vance, Pres.
Contractor.

(SEAL) ATTEST:
ROY A NOVAK, Sec'y.

I hereby approve the form of the foregoing contract, this 31 day of May, 1927.

S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, Jr.,
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 Machinery Pipe & Supply Co. Being Document No. 207467.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By Mrs. H.

AGREEMENT FOR EASEMENT AND RIGHT OF WAY.

BRUCE WARING and MADGE BLUNT WARING, husband and wife, parties of the first part, CITY OF SAN DIEGO, party of the second part,

THIS AGREEMENT, made and entered into this 14th day of May, 1927, by and between BRUCE WARING and MADGE BLUNT WARING, husband and wife, parties of the first part, and the City of San Diego, a municipal corporation, party of the second part, WITNESSETH:

FOR THAT WHEREAS, the party of the second part is a municipal corporation located in the County of San Diego, State of California, and is the owner of a certain water system for the development, impounding and distributing of water for municipal purposes in the City of San Diego in said state; and

WHEREAS, said second party is, for the purpose of improving its water system and increasing its capacity and facilities for impounding and conserving and distributing water, desirous of putting in an additional water main to pass over and across the lands of the parties of the first part, hereinafter described,

NOW THEREFORE, It is hereby agreed by and between the parties hereto that the party of the second part shall have, and it is hereby granted, the Right of Way for said pipe line, and the right to the use of the lands hereinafter described, together with the right of ingress and egress for the purpose of making surveys, locating, putting down, constructing, reconstructing, maintaining, operating and repairing of said pipe line.

Said Right of Way to pass over and through a portion of Lots 70 and 67 of the Rancho Mission of San Diego, according to Referee's Partition Map in the action entitled, "San Diego Realty Company, a corporation, vs. Maria Y. Olvera de Toro et al.," and numbered 16191, and during construction or repair as in the preceding paragraph stated, shall have an easement extending for a width of ten (10) feet on each side of the following described center line, to-wit:

Beginning at a point on the easterly line of Lot E of said Lot 70, Rancho Mission of San Diego, the same being a distance of 2301.1 feet northerly from the southeast corner of said Lot E; thence south 28° 11' west, a distance of 681.8 feet to a point; thence south 33° 11' west, a distance of 640.1 feet to a point; thence on a curve to the right, tangent to the last mentioned line and having a radius of 572.96 feet, a distance of 84.3 feet measured along the arc of said curve to a point; thence south 41° 37' west, a distance of 404.9 feet to a point; thence south 46° 17' west, a distance of 71.5 feet to a point; thence on a curve to the left, tangent to the last mentioned line and having a radius of 286.84 feet, a distance of 270.2 feet measured along the arc of said curve to a point; thence south 7° 45' east, a distance of 777.8 feet to a point; thence on a curve to the right, tangent to the last mentioned line, and having a radius of 572.96 feet a distance of 300.0 feet measured along the arc of said curve to a point; thence south 21° 57' west, a distance of 7.7 feet to a point; thence on a curve to the right, tangent to the last mentioned line and having a radius of 572.96 feet, a distance of 212.2 feet measured along the arc of said curve to a point; thence south 43° 28' west, a distance of 485.7 feet to a point; thence south 46° 28' west, a distance of 1442.8 feet to a point; thence on a curve to the left, tangent to the last mentioned line and having a radius of 716.2 feet, a distance of 100.0 feet measured along the arc of said curve to a point; thence south 38° 28' west, a distance of 1249.9 feet to a point; thence south 40° 28' west a distance of 2609.8 feet to a point; thence on a curve to the left, tangent to the last mentioned line and having a radius of 572.96 feet, a

distance of 110.0 feet measured along the arc of said curve to a point; thence south 29° 28' west, a distance of 533.6 feet to a point; thence on a curve to the right, tangent to the last mentioned line and having a radius of 572.96 feet, a distance of 130.0 feet measured along the arc of said curve to a point; thence south 42° 28' west, a distance of 2208.1 feet to a point; thence on a curve to the right, tangent to the last mentioned line and having a radius of 572.96 feet, a distance of 400.0 feet measured along the arc of said curve to a point; thence south 82° 28' west, a distance of 732.8 feet to a point; thence on a curve to the left, tangent to the last mentioned line and having a radius of 286.48 feet, a distance of 350.0 feet measured along the arc of said curve to a point; thence south 12° 28' west, a distance of 371.0 feet to a point; thence on a curve to the right, tangent to the last mentioned line and having a radius of 572.96 feet, a distance of 279.0 feet measured along the arc of said curve to a point; thence south 40° 22' west, a distance of 1564.2 feet to a point; thence on a curve to the left, tangent to the last mentioned line and having a radius of 286.48 feet, a distance of 234.2 feet measured along the arc of said curve to a point; thence south 6° 28' east, a distance of 68.9 feet to a point; thence south 11° 28' east, a distance of 480.0 feet, more or less, to a point on the southerly line of said Lot 67, Rancho Mission of San Diego.

This agreement on the part of the said parties of the first part is made upon the following conditions and stipulations, to-wit:

That the said parties of the first part do not waive or release any riparian rights pertaining to said land.

That the said party of the second part shall extend one of its water pipes to be so located as to do the least damage consistent with good engineering, and wherever any property shall be destroyed or damaged it shall be paid for at its actual value.

That the said party of the second part shall install at its own expense at such point or location as may be selected by the first parties, and when selected by first parties, one tap sufficient in diameter to supply, when said pipe line is filled, six hundred eighty-five (685) gallons per minute, from which water may be drawn by said parties of the first part upon paying the same rate, and subject to like conditions, rules and regulations as those fixed and made applicable from time to time to other consumers obtaining supply of water from said pipe line, which regulations shall at no time be more stringent than those applicable to the consumers in the City of San Diego.

That the said parties of the first part agree to erect no buildings and plant no trees upon the right of way hereinabove described.

The party of the second part shall place said water pipe beneath the surface of the ground to a depth of not less than eighteen (18) inches to two (2) feet, leaving the best soil on top.

It is mutually understood and agreed by the parties hereto that in the event the said party of the second part fails to install and place the said main water pipe line as hereinabove provided across the above described real estate on or before the first day of August, 1927, then this agreement of easement shall cease and determine, and become void and be of no force or effect.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and a majority of the members of the Common Council of said The City of San Diego have hereunto set their hands as and for the act of said City, pursuant to a resolution authorizing such execution, the day and year first hereinabove written.

BRUCE WARING

MADGE BLUNT WARING

Parties of the first part.

THE CITY OF SAN DIEGO,
Party of the second part,

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

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 16th day of May, 1927, before me, J. W. Chriswell, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Bruce Waring and Madge Blunt Waring, husband and wife, 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.

J. W. CHRISWELL

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

(SEAL)

I Hereby Approve the form of the foregoing Agreement this day of 1927.

City Attorney.

RECORDED AT REQUEST OF City Clerk MAY 25 1927 at 10 Min. past 10 o'clock A.M. In Book No. 1367 Page 54 of Deeds Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Easement and Right of Way with Bruce Waring et ux and the City of San Diego. Being Document No. 207081.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.
By me

KNOW ALL MEN BY THESE PRESENTS, That G. R. DALEY, as Principal and MASSACHUSETTS BONDING AND INSURANCE COMPANY A corporation organized and existing under and by virtue of the laws of the State of MASSACHUSETTS as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED SIXTY-FIVE Dollars (\$265.00), lawful money of the United States of America, to be

paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of June, 1927.

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 pave between the tracks and between the rails at thirteen (13) street intersections on Adams Avenue, between Boundary Street and Alabama Street, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

G. R. DALEY, Principal

MASSACHUSETTS BONDING AND INSURANCE COMPANY

(SEAL)

A. W. COLLINS, Surety.

Attorney-in-fact.

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

On this 10th day of June, A.D. 1927 before me, VALERIA MUNTER, a Notary Public in and for the County of SAN DIEGO, personally appeared A. W. COLLINS, Attorney-in-Fact of the Massachusetts Bonding and Insurance Company, to me personally known to be the individual and officer described in and who executed the within instrument, and he acknowledged the same, and being by me duly sworn, deposes and says that he is the said officer of the Company aforesaid, and the seal affixed to the within instrument is the corporate seal of said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the City of SAN DIEGO, County of SAN DIEGO, the day and year first above written.

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 13th day of June, 1927.

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 June, 1927.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk.

By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI

S. P. McMULLEN

E. H. DOWELL

FRANK W. SEIFERT

L. C. MAIRE

Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That G. R. DALEY, as Principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of MASSACHUSETTS, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, 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 herein-after mentioned, in the sum of FIVE HUNDRED THIRTY Dollars (\$530.00), 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 10th Day of June, 1927,

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 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 paving between the tracks and between the rails at thirteen (13) street intersections on Adams Avenue, in said City, between Boundary Street and Alabama Street, with a two inch asphalt concrete wearing surface laid upon a three inch asphaltic base, in accordance with the plans and 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 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 fees 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.

(SEAL)

MASSACHUSETTS BONDING AND INSURANCE COMPANY

By A. W. COLLINS, Surety

Attorney-in-Fact.

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

On this 10th day of June, A.D. 1927, before me, VALERIA MUNTER, a Notary Public in and for the County of SAN DIEGO personally appeared A. W. COLLINS, Attorney-in-Fact of the Massachusetts Bonding and Insurance Company, to me personally known to be the individual and officer described in and who executed the within instrument, and he acknowledged the same, and being by me duly sworn, deposes and says that he is the said officer of the Company aforesaid, and the seal affixed to the within instrument is the corporate seal of said Company,

and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the City of SAN DIEGO, County of SAN DIEGO, the day and year first above written.

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 13th day of June, 1927.

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 June, 1927.

VIRGILIO BRUSCHI

S. P. McMULLEN

E. H. DOWELL

FRANK W. SEIFERT

L. C. MAIRE

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 13th day of June, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GEORGE R. DALEY 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 paving between the tracks and between the rails at thirteen (13) street intersections on Adams Avenue, in said City, between Boundary Street and Alabama Street, with a two inch asphalt concrete wearing surface laid upon a three inch asphaltic base (approximately 270 square feet of paving at each intersection); all in accordance with the plans and specifications on file in the Office of the City Clerk of said City under Document No. 206829.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

For the sum of Thirty Cents (\$0.30) per square foot.

Said contractor agrees to commence said work immediately 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 three weeks from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For the sum of Thirty Cents (\$0.30) per square foot, 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 contractor, 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 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, 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 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 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 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 said 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 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 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 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 hereunto subscribed his name the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
S. P. McMULLEN
E. H. DOWELL
FRANK W. SEIFERT
L. C. MAIRE
Members of the Common Council.

G. R. DALEY, Contractor.

I Hereby Approve the form of the foregoing Contract this 6th day of June, 1927.
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. 207920.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By Mrs. St.

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 23rd, 1927, 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 therunto duly authorized, and said Lessee has hereunto set his hand this 9th day of May, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.
Lessor.

JOHN ZWECK
Lessee.

I Hereby Approve the form of the foregoing Lease, this 1 day of April, 1927.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR.,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between John Zweck and the City of San Diego. Being Document No. 206435.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By Mrs. St.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That DAVID H. RYAN, as Principal, and THE METROPOLITAN CASUALTY INSURANCE 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, 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 herein-after mentioned, in the sum of THREE THOUSAND SIX HUNDRED Dollars (\$3,600.00), lawful money of the United States, for which payment, well and truly to be made, the said Principal hereby binds himself, his successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this 22d day of June, 1927.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named DAVID H. RYAN 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 expenses of every kind and description necessary or incidental to the paving of WASHINGTON STREET, between Randolph Street and the east line of Mission Hills, and of RANDOLPH STREET, between Washington Street and the south line of Florence Heights, 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, 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 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:

DAVID H. RYAN
By GEORGE D. LIPPINCOTT
his Attorney in Fact.
Principal

THE METROPOLITAN CASUALTY INSURANCE
COMPANY OF NEW YORK.

Surety.

By R. B. ROBERTSON
Attorney in Fact.

(SEAL)

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

On this 22nd day of June, 1927, before me, a Notary Public within and for said County and State, personally appeared R. B. ROBERTSON, to me personally known, who being by me duly sworn, upon oath did say that he is the AGENT AND ATTORNEY-IN-FACT of and for THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a corporation of New York, created, organized and existing under and by virtue of the laws of the State of New York; that the corporate seal affixed to the foregoing within instrument is the seal of said Company, that the said seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said R. B. ROBERTSON, did acknowledge that he executed the said instrument as the free act and deed of said Company.

(SEAL) M. N. MYERS
Notary Public in and for SAN DIEGO County, Calif.
My Commission Expires Jan. 26, 1930.

I hereby approve the form of the within Bond, this 22 day of June, 1927.

S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR.,
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, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, That DAVID H. RYAN, as Principal and THE METROPOLITAN CASUALTY INSURANCE 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 EIGHTEEN HUNDRED Dollars (\$1800.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22d day of June, 1927.

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 of WASHINGTON STREET, between Randolph Street and the east line of Mission Hills, and of RANDOLPH STREET, between Washington Street and the south line of Florence Heights, 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.

DAVID H. RYAN
By GEORGE D. LIPPINCOTT
his Attorney in Fact.
Principal.

THE METROPOLITAN CASUALTY INSURANCE COMPANY
OF NEW YORK.

Surety.
By R. B. ROBERTSON
Attorney in Fact.

(SEAL)

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

On this 22nd day of June, 1927, before me, a Notary Public within and for said County and State, personally appeared R. B. Robertson, to me personally known, who being by me duly sworn, upon oath did say that he is the Agent and Attorney-in-fact of and for THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a corporation of New York, created, organized and existing under and by virtue of the laws of the State of New York; that the corporate seal affixed to the foregoing within instrument is the seal of said Company, that the said seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said R. B. Robertson did acknowledge that he executed the said instrument as the free act and deed of said Company.

(SEAL) M. N. MYERS
Notary Public in and for SAN DIEGO County, Calif.
My Commission Expires Jan. 26, 1930.

I hereby approve the form of the within Bond, this 27 day of June, 1927.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR
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, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.
VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
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, State of California, this 27th day of June, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and DAVID H. RYAN, 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 paving and improving of WASHINGTON STREET, between Randolph Street and the east line of Mission Hills, and of RANDOLPH STREET, between Washington Street and the south line of Florence Heights, in the City of San Diego, California, all as particularly and in detail set forth in those certain plans, drawings, typical cross-sections and specifications contained in Document No. 207254, on file in the office of the City Clerk of said City; a copy of which said plans and specifications contained in said Document No. 207254 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 said work, at and for the following prices, to-wit:

Excavation, per cubic yard,	\$ 0.58
Embankment, per cubic yard,	\$ 0.05
Pavement, per square foot,	\$ 0.176
Sidewalk, per square foot,	\$ 0.172
Curb, per lineal foot,	\$ 0.52
Curb inlets, EACH,	\$ 50.00

Said contractor agrees to commence said work within fifteen (15) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within ninety (90) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Excavation, per cubic yard,	\$ 0.58
Embankment, per cubic yard,	\$ 0.05
Pavement, per square foot,	\$ 0.176
Sidewalk, per square foot,	\$ 0.172
Curb, per lineal foot,	\$ 0.52
Curb inlets, EACH,	\$ 50.00

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 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 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 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 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 said 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 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 City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging fully 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 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 hereunto subscribed his name the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
S. P. McMULLEN
E. H. DOWELL L. C. MAIRE
FRANK W. SEIFERT
Members of the Common Council.

DAVID H. RYAN
By George D. LIPPINCOTT
his attorney in fact.
Contractor

I hereby approve the form of the foregoing Contract this 27 day of June, 1927.

S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR.,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between David H. Ryan and the City of San Diego. Being Document No. 208418.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By Mrs. H.

C O N T R A C T

KNOW ALL MEN BY THESE PRESENTS, That ANDREW W. WOODS, 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 FIVE HUNDRED DOLLARS (\$500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators 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 July, 1927.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver 1 - 2 Ton truck, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ANDREW WOODS, Principal,
by H. M. HUTCHINSON, Agent.
MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney in fact

(SEAL)
ATTEST:
STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 8th day of July 1927, before me, CLARENCE A. MOORE, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. EDELEN known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of MARYLAND CASUALTY COMPANY, the corporation that

executed the within instrument, and acknowledged to me that he subscribed the name of MARYLAND CASUALTY COMPANY thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. EDELEN as attorney in fact of MARYLAND CASUALTY COMPANY in my presence, and that his signature thereto is genuine.

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

Notary Public, in and for said County and State.
I hereby approve the form of the within Bond, this 9 day of July, 1927.
S. J. HIGGINS, City Attorney
By FRANK M. DOWNER, JR., Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 11th day of July, 1927.

(SEAL) ATTEST:
By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy.

S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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, State of California, this 11th day of July, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and ANDREW W. WOODS, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1 - 2 Ton Truck, in accordance with the specifications on file in the Office of the Superintendent of the Purchasing Department of The City of San Diego, California.

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

The sum of One Thousand Nine Hundred Eighty-one Dollars (\$1981.00).

Said contractor agrees to begin delivery of said material within Ten days from and after the date of the execution of this contract, and to complete said delivery on or before the 21st day of July, 1927.

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

The sum of One Thousand Nine Hundred Eighty-one Dollars (\$1981.00).

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the 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 FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.
ANDREW W. WOODS, Contractor

I hereby approve the form of the foregoing contract, this 8th day of July, 1927.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between Andrew W. Woods and the City of San Diego, California, being Document No. 209173.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Skadstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That ELLIS BROWN and P. M. FOLLENSBEE, doing business under the firm name and style of ELLIS BROWN, DEALER, as Principal and THE AETNA CASUALTY AND SURETY COMPANY, a corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED SEVENTY-FIVE Dollars (\$275.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 9th day of July, 1927.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Furnish and deliver 1 - 3/4 Ton truck, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ELLIS BROWN DEALER
ELLIS BROWN
THE AETNA CASUALTY AND SURETY COMPANY,
Principal
By FRANK A. SALMONS, Resident Vice-President, Surety.

(SEAL) ATTEST:

I hereby approve the form of the within Bond, this 9 day of July, 1927.

ARCHIE R. GOWAN, Resident Assistant
Secretary
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR., Deputy City
Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 11th day of July, 1927.

(SEAL) ATTEST:

By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy.

S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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, State of California, this 11th day of July, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and ELLIS BROWN and P. M. FOLLENSBEE, doing business under the firm name and style of - ELLIS BROWN, DEALER party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1 - 3/4 Ton truck in accordance with the specifications on file in the Office of the Superintendent of the Purchasing Department.

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

The sum of One Thousand Ninety Dollars (\$1090.00).

Said contractor agrees to begin delivery of said material within Ten days from and after the date of the execution of this contract, and to complete said delivery on or before the 21st day of July, 1927.

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

The sum of One Thousand Ninety Dollars (\$1090.00).

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board of officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractors have hereunto subscribed their names the day and year in this agreement first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.
ELLIS BROWN, DEALER, Contractor.
ELLIS BROWN, Mgr.
S. J. HIGGINS, City Attorney.

I hereby approve the form of the foregoing contract, this 8th day of July, 1927.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between Ellis Brown and the City of San Diego, California, being Document No. 209170
ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Wadstrom Deputy.

L E A S E

THIS AGREEMENT OF LEASE, by and between THE CITY OF SAN DIEGO, CALIFORNIA, Lessor, and H. J. VANONI, Lessee, WITNESSETH:

The City of San Diego, pursuant to Ordinance No. 10666 passed and adopted August 23, 1926, and proceedings thereunder, hereby demises and lets to H. J. Vanoni, the following described real estate situated in the County of San Diego, State of California, to-wit:

The west half of the northeast quarter; and the northeast quarter of the northeast quarter; and the northwest quarter of the southeast quarter of Section 17; also, the southwest quarter of the northwest quarter; and the northwest quarter of the southwest quarter of Section 9; also, the southeast quarter of the northeast quarter, and the east half of the southeast quarter of the southeast quarter of Section 8; all in Township 15 South, Range 2 East, S. B. M.

This lease is for a period or term ending December 31, 1928, unless sooner terminated as herein provided, and the demised premises are to be used for agricultural purposes, and not otherwise.

Rental for the premises leased shall be at the rate of one hundred and twenty dollars (\$120.00) per Term, payable annually in advance during the term of this lease.

This lease is not assignable nor transferable without the consent of the Common Council, and the City reserves the right to terminate this lease at any time before the expiration of the term above specified upon payment to the lessee of the reasonable damage he may sustain by reason of such termination.

The Lessee covenants to make prompt payment of the rental herein reserved, and to peaceably surrender the demised premises at the expiration of the term hereof.

Dated July 5th, 1927.

THE CITY OF SAN DIEGO

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT

Members of the Common Council,
Lessor.

H. J. VANONI, Lessee.

I hereby approve the form of the foregoing Lease this 15 day of June, 1927.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR., Deputy City
Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Lease, between H. J. Vanoni and the City of San Diego, California, being Document No. 208968.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Skadstrom Deputy.

AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into this 28th day of June, 1927, by and between DONALD A. MOORE and FLORENCE G. MOORE, husband and wife, residing in the San Pasqual Valley, San Diego County, California, hereinafter referred to as the "Owner," and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a free-holder's charter by virtue of the Constitution of the State of California, hereinafter referred to as the "City,"

WITNESSETH:

WHEREAS, the City on or about October 5, 1925, leased from the San Dieguito Water Company, and concurrently therewith was granted by said Water Company an option to purchase that certain water system known and designated as the "San Dieguito Water System," which lease and option, among other properties, include the so-called "Sutherland reservoir site," which is situated on the San Dieguito River, and is the same stream as flows through the San Pasqual Valley where the Owner's lands are situated; and,

WHEREAS, the City contemplates within the near future the construction of a dam at the aforesaid reservoir site for the purpose of impounding the storm waters of the San Dieguito River and its tributaries, for the purpose of diverting said waters out of the water shed of said stream and transporting them to The City of San Diego, there to be used for domestic and irrigation purposes for the inhabitants of said City; and

WHEREAS, there is now pending before the Division of Water Rights in the State Department of Public Works an application known as Application No. 4127, in which application one J. W. Williams, Consulting Engineer for The City of San Diego, for and on behalf of said City pays for the right to appropriate and divert for municipal uses sixty thousand (60,000) acre feet per annum from the Santa Ysabel and Black Canyon Creeks, both of which, if not so appropriated and diverted, would flow down the San Dieguito River and through the San Pasqual Valley where the natural flow of said stream is diverted for irrigation purposes; and,

WHEREAS, there is also included in said San Dieguito water system the Lake Hodges reservoir situated on said San Dieguito River below the lands of the Owner, and there is included also in said system, on which the City has an option to purchase as aforesaid, water bearing lands situated in the westerly end of the San Pasqual Valley, which lands were acquired and are held for the purpose of the installation and maintenance of pumping plants during periods of dry years, by means of which said system will be able to supply its water consumers and The City of San Diego with water for domestic and irrigation purposes; and,

WHEREAS, it is to the interest of The City of San Diego to acquire the lands of the Owner situated in said San Pasqual Valley, in order that it can complete the development of said San Dieguito water system, and may appropriate and divert the waters of the San Dieguito River at the point heretofore designated as the Sutherland reservoir site; and,

WHEREAS, said development cannot be made without prejudicing the riparian rights of the Owner and/or the Owner's pumping rights by reason of the relationship of the Owner's lands to the banks of the San Dieguito River; and,

WHEREAS, for that reason the City is desirous of purchasing the lands of the Owner in order that it may, without prejudicing the rights of the Owner, construct a dam at the Sutherland Reservoir site and appropriate and divert the storm waters from the San Dieguito River, and may have, without prejudicing the rights of the Owner, the right to develop pumping plants in the San Pasqual Valley and near the San Dieguito River bed and divert water from the sands and gravels of the San Pasqual valley without prejudicing the rights of the Owner;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE I.

OPTION TO PURCHASE.

(a) For and in consideration of the sum of Twelve Hundred Dollars (\$1200.00), which the Owner acknowledges to have received from the City of San Diego on the date of the execution of this instrument, the Owner hereby grants and gives to the City an exclusive option to purchase the lands hereinafter described for the sum of Six Thousand Dollars (\$6000.00).

(b) This option shall be for a period of two (2) years, and unless exercised on or before the 28th day of June, 1929, shall expire on said 28th day of June, 1929, and upon the expiration of said option without its being exercised, as provided in this instrument, all rights of the said City shall cease and determine, and the City shall thereafter have no claim of any kind or nature whatsoever against the Owner by reason of anything in this contract contained, and shall have no claim whatsoever against the Owner for any moneys that have been paid by the City to the Owner on account of or by reason of any provision in this contract.

ARTICLE II.

DESCRIPTION OF LANDS COVERED BY THIS OPTION.

The lands which the Owner, by the terms and conditions of this contract, agrees and covenants to convey to the City upon the payments being made as herein provided, are situated in the County of San Diego, State of California, and are more particularly described as follows, to-wit:

The North 464 feet of the following described parcel: The South line of said Tract being a line drawn parallel with and distant 464 feet South of the North line of said following described parcel:
BEGINNING at the Southwest corner of the Northeast Quarter (NE 1/4) of Section Thirty-two (32), Township Twelve (12) South, Range One (1) West of San Bernardino Meridian, said point being marked by a cement monument; and running North 41' West along the Westerly side of the said Northeast Quarter (NE 1/4), a distance of 939 feet, more or less, to a point 355 feet southerly from the center line of the County Highway as said Highway is shown on a map in the County Surveyor's office and known as "County Highway Commission Boulevard, Route 15, Division No. 1"; thence East 464 feet; thence

South 41' east 939 feet, more or less, to the Southerly line of said Northeast Quarter (NE 1/4) said point being marked by a one-half inch iron bolt; thence West 464 feet to point of beginning, containing ten (10) acres, more or less, and being part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-two (32) Township Twelve (12) South, Range One (1) West, S.B.M. All the foregoing being in the County of San Diego, State of California, according to United States Government Survey.

ARTICLE III.

OWNER'S COVENANT TO CONVEY TITLE AND CITY'S RIGHT TO PURCHASE.

(a) If the City should elect to purchase the lands hereinbefore described during this option, to-wit: within a period of two years from date hereof, then the amount paid by the City to the Owner for this option shall be credited upon the purchase price.

(b) Upon the payment of the full purchase price of said property as in this option agreed upon, the Owner covenants and agrees to execute to the City a good and sufficient deed or deeds conveying to the City the real property described herein, subject, however, to all easements and rights of way for public roads, telephone, telegraph, gas and electric line easements, and subject also to rights of way for such canals, pipe lines and ditches as are of record at the date of the execution of this instrument.

(c) The Owner agrees to furnish to the City a certificate of title from the Southern Title & Trust Company of the City of San Diego, or the Union Title Insurance Company of said City, as the City may elect, showing a merchantable title, subject to the encumbrances referred to in paragraph lettered "b" of this article.

ARTICLE IV.

CONSTRUCTION OF SUTHERLAND DAM.

(a) It is understood by and between the Owner and the City that the City may, before it elects to exercise its option to purchase the Owner's land, as hereinbefore provided, begin the construction of the Sutherland dam, the construction of which would impound and divert from the San Dieguito River into another water shed a large portion of the storm waters that are accustomed to flow down the San Dieguito River and through the San Pasqual Valley toward the sea.

(b) It is expressly understood and agreed by and between the Owner and the City that in the event the City should commence the construction of said dam and should not exercise its option to purchase the lands of the Owner, the said Owner would sustain damages, but the exact amount of said damages is not ascertainable and the parties agree that from the very nature of the case it would be impossible and/or extremely difficult to fix the actual damage, and the City therefore promises and agrees that in the event it should construct the Sutherland dam and should not exercise its option to purchase the lands of the Owner, as in this contract provided, that it will pay to said Owner the sum of Three Thousand Dollars (\$3,000.00) as liquidated damages, and that said sum so determined as liquidated damages shall be due and payable from the City to the Owner on the day on which the City, not having exercised its option to purchase the lands of the Owner, parts with said option and loses its right to purchase the Owner's land, as herein provided.

(c) This obligation and promise on the part of the City to pay the aforesaid sum as liquidated damages, shall attach to and be binding upon the City upon the date on which it loses its option to purchase said lands, regardless of whether the Sutherland dam has been completed or whether water has actually been diverted.

ARTICLE V.

CITY'S APPLICATION TO APPROPRIATE AND DIVERT WATERS OF SAN DIEGUITO RIVER.

It is understood by and between the parties that the hearing of the City application to appropriate and divert waters from the San Dieguito River, as evidenced by its application No. 4127 now pending before the Division of Water Rights of the Department of Public Works of the State of California, together with the protest of the Owner, shall be continued from time to time by agreement of the parties and their respective attorneys, and that in the event the City elects to purchase the lands of the Owner, as herein provided, then the Owner agrees to withdraw its protest and consent to the granting of said Application No. 4127 by the Chief of the Division of Water Rights.

ARTICLE VI.

TIME IS ESSENCE.

Time is hereby expressly declared to be of the essence of this contract and of each and all of the provisions thereof.

This contract shall bind the heirs, executors, administrators and assigns of the Owner.

IN WITNESS WHEREOF, the Owner has hereunto subscribed his name the day and year first above written, and the City, pursuant to an ordinance of the Common Council, duly and regularly adopted, has caused this Agreement to be executed in its corporate name by its Common Council, attested by its City Clerk, and the seal of the City to be hereunto affixed.

DONALD A. MOORE
FLORENCE G. MOORE,

Owner

THE CITY OF SAN DIEGO
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT

Members of the Common Council.

I hereby approve the form of the foregoing Agreement this 1st day of July, 1927.

S. J. HIGGINS,

City Attorney of the City of San Diego.

RECORDED AT REQUEST OF A. H. Wright JUL 8 1927 at 10 Min. past 9 o'clock A.M., In Book No. 1384 Page 49 of Deed (Agmts.). Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By L. B. WOODARD, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement, between Donald A. Moore, et ux., and the City of San Diego, California, being Document No. 208966.

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

By August M. Wadstrom Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, That GEORGE GREY AND JAMES McDONALD, co-partners, doing business under the firm name and style of GEORGE GREY & JAMES McDONALD, as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and

by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED DOLLARS Dollars (\$500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 13th day of July, 1927.

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

7 - Row Boats, complete with gratings, oars and oarlocks
35 - " " " " " " " "

Each according to specifications on file in the office of the Superintendent of the Purchasing Department, referred to in said contract, and for the contract price therein set forth.

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

ATTEST: A. J. BANKS

GEO. W. GRAY
JAMES McDONALD, Principal
FIDELITY AND DEPOSIT COMPANY OF MARYLAND, Surety
By CHARLES M. TOBIN
Its Attorney-in-Fact.

(SEAL) ATTEST:
A. C. WILSON, Agent
STATE OF CALIFORNIA,) ss.
County of San Diego,)

On this 13th day of July, 1927, before me, M. D. FRYE, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared CHARLES M. TOBIN 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)
My Commission Expires
Feb. 5, 1931.

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

I hereby approve the form of the within Bond, this 15 day of July, 1927.

S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR., Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 18th day of July, 1927.

(SEAL) ATTEST:
By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy

S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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, State of California, this 18th day of July, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GEORGE GREY and JAMES McDONALD, co-partners, doing business under the firm name and style of GEORGE GREY & JAMES McDONALD, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 7 - Row Boats complete with gratings, oars and oarlocks, in accordance with specifications therefor on file in the Office of the Superintendent of the Purchasing Department of said City; and
- 35 - Row Boats, complete with gratings, oars and oarlocks, in accordance with specifications therefor on file in the Office of the Superintendent of the Purchasing Department of said City.

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

The sum of FORTY-SEVEN and 50/100 DOLLARS (\$47.50) per boat.

Said contractor agrees to begin delivery of said material within 15 days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of September, 1927.

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

The sum of FORTY-SEVEN and 50/100 DOLLARS (\$47.50) per boat.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractors have hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

GEO. W. GRAY

JAMES McDONALD, Contractors.

I hereby approve the form of the foregoing contract, this 8th day of July, 1927.
S. J. HIGGINS, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, with George Grey and James McDonald and the City of San Diego, California, being Document No. 209496.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

L E A S E

THIS AGREEMENT, by and between THE CITY OF SAN DIEGO, California, by and through its Common Council, and G. V. JOHNSON, WITNESSETH:

Pursuant to Ordinance No. 11029 of The City of San Diego, the said City hereby leases and demises to G. V. JOHNSON, the following described real estate, situate in the City of San Diego, San Diego County, California, to-wit:

Lots 11 and 12 in Block 159, of Middletown, according to the Jackson Map thereof; EXCEPTING therefrom the following described parcel: Commencing at the most easterly corner of Lot 11, running thence northwesterly along the northeasterly line of Lots 11 and 12 to the most northerly corner of said Lot 12; thence southwesterly along the northwesterly line of Lot 12 a distance of 40 feet; thence southeasterly in a direct line across Lots 11 and 12, a distance of 107.7 feet, more or less, to the point of beginning.

Said premises are leased for a period expiring November 1, 1927, at a rental of fifteen dollars (\$15.00) per month during said term, payable in semi-annual installments in advance.

Said demised premises to be used for the purpose of lumber storage and operation of a planing mill, and not otherwise, and no assignment of this lease shall be valid unless duly authorized by the Common Council of The City of San Diego.

Dated July 5th, 1927.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.

By S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

Lessor.

G. V. JOHNSON, Lessee

I hereby approve the form of the foregoing Lease Agreement, this 15 day of June, 1927.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, JR., 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 G. V. Johnson, being Document No. 208971.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

SUPPLEMENTAL AGREEMENT.

WHEREAS, The City of San Diego entered into an agreement with Henry Johnson on the 30th day of June, 1926, which said agreement is contained in Document No. 200103, on file in the office of the City Clerk of said City, and is recorded in the office of the County Recorder of San Diego County, California, in Book 1335 of Deeds, at page 23, wherein and whereby the said Henry Johnson granted to The City of San Diego an exclusive option to purchase certain lands in the San Pasqual Valley, in the County of San Diego, State of California; and

WHEREAS, said option was renewed by said parties on the 11th day of February, 1927, by an agreement entered into by and between said parties on the said 11th day of February, 1927, which said agreement of renewal of said option is contained in Document No. 201288, on file in the office of the City Clerk, and recorded in the office of the County Recorder of San Diego County, California, in Deed Book No. 1285, at page 465; and

WHEREAS, said parties to said agreements are desirous of entering into a supplemental agreement, supplementing and adding to the said agreement of June 30th, 1926, and the agreement renewing said exclusive option, in order to provide for reimbursement by said City of any monies expended by said Henry Johnson in the laying and constructing on said property of a water distributing system or water pipe line system; provided, however, that the cost of said system does not exceed the sum of five thousand dollars (\$5000.00), and provided, further, that in the event that said Henry Johnson constructs said pipe line on said property as is described in said agreements, then and in that event the cost of said new pipe line will be added to the purchase price of said land, as set forth in said agreements, NOW, THEREFORE,

THIS MEMORANDUM OF AGREEMENT, made and entered into this 23rd day of May, 1927, by and between HENRY JOHNSON, residing in the San Pasqual Valley, in the County of San Diego, State of California, party of the first part, and hereinafter referred to as the "Owner," and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under a freeholders' Charter in the State of California, party of the second part, and hereinafter referred to as the "City," WITNESSETH:

It is expressly understood and agreed by and between both parties that this agreement is made for the purpose of supplementing and adding to the agreements heretofore entered into by and between the said parties on the 30th day of June, 1926, and on the 11th day of February, 1927, as hereinabove described.

It is expressly understood and agreed by and between both parties hereto that at any time prior to the date The City of San Diego exercises its exclusive option to purchase said property belonging to said Owner, and more particularly described in said agreement of June 30th 1926, said Owner shall have the right to construct and install on said property a water distributing system or water pipe line system, at a cost not to exceed in any event the sum of five thousand dollars (\$5000.00). The plans for said water pipe line and distribution system shall be first submitted to the Manager of Operation of The City of San Diego, and approved by him. Itemized receipts and vouchers for all expenditures on said ranch so made by said owner shall also be filed with the Manager of Operation. In the event that said owner should construct said water distribution system on said land under plans and specifications approved by

the Manager of Operation, the City hereby agrees to reimburse said owner for said expenditures by paying the actual cost thereof to said owner at the date of the purchase of said land under the exclusive option heretofore described and granted. The amount of money actually expended by said owner in the installation of said water distribution system shall be added to and become a part of the purchase price of said land, and shall be paid by said City as a part of the purchase price upon the exercise of said option; provided, however, that in no event shall said City be liable for an amount of money expended by said owner for the installation of said water distribution system in an amount exceeding five thousand dollars (\$5000.00), but shall only be liable for such amount as represents the actual cost of said water distribution system so installed by said owner.

It is further expressly understood and agreed by and between both parties hereto that in the event said water distribution system is installed by said owner of said land, the title to the same shall be transferred to The City of San Diego as a part of the land upon the exercise by said City of the option hereinbefore described.

IN WITNESS WHEREOF, the said party of the first part has hereunto subscribed his name, and a majority of the members of the Common Council of said The City of San Diego have hereunto set their hands as and for the act of said City, pursuant to a resolution authorizing such execution, the day and year first hereinabove written:

HENRY JOHNSON,
Party of the First Part.
THE CITY OF SAN DIEGO,
Party of the ~~Second~~ Part,

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement, between Henry Johnson and the City of San Diego, California, being Document No. 207000.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
By August M. Skadstrom Deputy.

L E A S E

THIS AGREEMENT OF LEASE, by and between THE CITY OF SAN DIEGO, CALIFORNIA, Lessor, and W. N. BRADBURY, Lessee, WITNESSETH:

The City of San Diego, pursuant to Ordinance No. 10682, passed and adopted August 30, 1926, and proceedings thereunder, hereby demises and lets to W. N. Bradbury, the following described real estate situated in San Diego County, California, to-wit:

The south half of the northeast quarter of Section 31, Township 12 South, Range 1 West, S.B.M.; EXCEPTING from the above described property all that portion thereof lying and being above an elevation of 395 feet above sea level, according to the United States Geological Survey datum.

This lease is for a period or term ending November 30, 1929, unless sooner terminated as herein provided, and the demised premises are to be used for agricultural purposes and not otherwise.

Rental for the demised premises shall be at the rate of four hundred dollars (\$400.00) per year, payable quarterly in advance during the term of this Lease.

This lease is not assignable nor transferable without the consent of the Common Council, and the City reserves the right to terminate this lease at any time before the expiration of the term above specified, upon payment to the lessee of the reasonable damages he may sustain by reason of such termination.

This lease is subject to the rights of the public to use that portion of the demised premises lying within Old Survey No. 97, and within the County Highway known as Route No. 15, Division 1, all as shown upon the records in the office of the County Surveyor of San Diego County; also the perpetual right and easement to enter upon the southwest quarter of the northeast quarter of Section 31 for the purpose of placing, constructing, repairing and maintaining and using poles and to string wires thereon for transmission of electric current, as shown by an instrument dated July 12, 1918, recorded in Book 770, page 32 of Deeds, San Diego County Records. This lease is also subject to all easements, encumbrances and liens of every kind, nature or description whatsoever existing against or in respect to said property.

Lessee covenants to make prompt payment of the rent herein reserved, and to peaceably surrender the demised premises at the expiration of the term of this lease.
Dated July 5th, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.
Lessor.

W. N. BRADBURY, Lessee.

I Hereby Approve the form of the foregoing Lease, this 15 day of June, 1927.
S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR.,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between W. N. Bradbury and the City of San Diego, California, being Document No. 208969.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Skadstrom Deputy.
By Mrs. H.

L E A S E

THIS AGREEMENT OF LEASE, by and between THE CITY OF SAN DIEGO, CALIFORNIA, Lessor, and T. A. EVANS, Lessee, WITNESSETH:

The City of San Diego, pursuant to Ordinance No. 10679 passed and adopted August 23, 1926, and proceedings thereunder, hereby demises and lets to T. A. Evans the following described real estate situated in San Diego County, California, to-wit:

Beginning at the intersection of the southeasterly line of that road known as Relocation Route No. 3, Division 1, with the north boundary line of the Sikes Tract; thence southwesterly along the southeasterly line of said Relocation Route No. 3, Division 1, 800 feet, more or less, to an intersection with the 330-foot U.S.G.S. contour of the Hodges Reservoir for the true point of beginning; thence southerly, westerly and northerly along the said 330-foot U.S.G.S. contour of Hodges reservoir to an intersection with the south line of said Relocation Route No. 3, Division 1; thence northeasterly along the south line of said Relocation Route No. 3, Division 1, to the point of beginning;

Also, beginning at the intersection of the southeasterly line of that certain road known as Relocation Route No. 3, Division 1, with the north boundary of the Sikes Tract; thence southwesterly along the southeasterly line of Relocation Route No. 3, Division 1, 3,200 feet, more or less, to the true point of beginning; thence southeasterly 350 feet, more or less, to an intersection with the 315-foot U.S.G.S. contour line of Hodges Reservoir; thence southerly along the 315-foot U.S.G.S. contour of Hodges Reservoir 2,800 feet, more or less; to an intersection with the southeasterly line of Relocation Route No. 3, Division 1; thence northeasterly and northwesterly along the southeasterly line of Relocation Route No. 3, Division 1, to the point of beginning;

Also, beginning at the intersection of the northerly line of the M. Barnett Tract with the center line of the County Road known as County Highway Mission Road No. 1-A, a map of which road is on file in the office of the County Surveyor of San Diego County, California, and running thence with the center line of Mission Road No. 1-A, South 6° 42' east 808.73 feet; thence leaving the center line of Mission Road No. 1-A, and running south 84° 05' east 473.85 feet; thence north 05° 55' east 425.2 feet; thence north 84° 05' west 80.0 feet; thence north 5° 55' east 364.0 feet to a point on the north line of said M. Barnett Tract; thence north 84° 05' west along the north line of said M. Barnett Tract 571.6 feet to the point of beginning; subject to all recorded easements and rights of way for road purposes;

Also, all that portion of that certain tract of land designated as M. Barnett Tract of the Rancho San Bernardo in the County of San Diego, State of California, according to the map thereof in Book 2, page 462 of Patents, filed in the office of the County Recorder of San Diego County, lying above an elevation of 330 feet above sea level, according to the United States Geological Survey datum, contiguous to Lake Hodges Reservoir site and within the following described boundaries; Beginning at the intersection of the northerly line of the said M. Barnett Tract with the center line of the County Road known as County Highway Mission Road No. 1-A, a map of which road is on file in the office of the County Surveyor of San Diego County, California, and running thence with the said center line of Mission Road No. 1-A in a southerly direction to its intersection with the center line of County Road known as County Highway Relocation, Route No. 3, division No. 1, a map of which road is on file in the office of the County Surveyor of San Diego County, California; running thence with the said center line of Relocation Route No. 3, Division No. 1, to a point, said point being Station 213 plus 12.4 of said Relocation Route No. 3, Division No. 1; thence leaving the said center line of said road and running south 76° 03' west to a point of intersection with the 395-foot contour, according to United States Geological Survey datum; thence following said 395-foot contour in a northwesterly direction to a point of intersection with the said north line of the M. Barnett Tract; thence following said north line of the M. Barnett Tract to the point of beginning;

EXCEPTING therefrom all public roads; also excepting the eucalyptus grove in the northwest corner of the above-described premises.

This lease is for a period or term ending November 30, 1929, unless sooner terminated as herein provided, and the demised premises are to be used for agricultural purposes and not otherwise.

Rental for the leased premises shall be at the rate of one hundred and forty dollars (\$140.00) per year, payable quarterly in advance during the term of this lease.

This lease is not assignable nor transferable without the consent of the Common Council, and the City reserves the right to terminate this lease at any time before the expiration of the term herein specified, upon payment to the lessee of the reasonable damages he may sustain by reason of such termination.

The lessee covenants to make prompt payment of the rent herein reserved and to peaceably surrender the demised premises at the expiration of the term hereof.
Dated July 5th, 1927.

THE CITY OF SAN DIEGO.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

By S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.
Lessor.

T. A. EVANS, Lessee.

I Hereby Approve the form of the foregoing Lease, this 15 day of June, 1927.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between T. A. Evans and the City of San Diego, California, being Document No. 208970.
ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.
By Mrs. H.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the 25th day of July, 1927, by and between THE CITY OF SAN DIEGO, CALIFORNIA, a municipal corporation, hereinafter designated the Lessor, and T. A. EVANS, hereinafter designated the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that portion of the Rancho San Bernardo, in the County of San Diego, State of California, more particularly described as follows: The land occupied by the "Barnett barn and corral", together with the barn and corral; also the westerly twenty (20) feet and the northerly thirty (30) feet of land adjoining said barn and corral, with a right of ingress and egress; said tract of land lying below the 330-foot contour of Hodges Reservoir, U.S.G.S. datum, and south of a highway known as Relocation Route #3, Division #1, and comprising a portion of Parcel 14, as said parcel is described in a lease-option to the City of San Diego by the San Dieguito Water Company, said lease being on file in the Recorder's office of the County of San Diego, State of California.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three years ending November 30, 1929, at a rental of thirty dollars (\$30.00) per year, payable annually in advance.

In consideration of the premises the Lessee agrees with the Lessor as follows:

(a) That the Lessee will pay the said rental promptly at the times when the same shall become payable; as above provided; that Lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that Lessee will at all times, and at Lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that Lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, Lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the Lessor shall have and said Lessor hereby reserves the right to terminate this Lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessee at least thirty days' notice of Lessor's intention so to do. Such notice may be served upon the Lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said Lessor shall pay to the Lessee a sum which shall be sufficient to compensate the Lessee for the damage which the Lessee may suffer by reason of the termination of said Lease by the Lessor, as above provided, prior to the expiration of the term as herein fixed; if the Lessor and the Lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the Lessor and one by the Lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The Lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon, without first obtaining in each instance the written consent thereto by the Lessor, nor shall the Lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining in each instance the written consent thereto by the Lessor.

The Lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvement thereon.

It is agreed that if any default shall be made by the Lessee in the payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenants, term or condition of this Lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

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

IT IS FURTHER UNDERSTOOD AND AGREED that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expense and costs incurred by the Lessor in any action which may be commenced by the Lessor, based on or arising out of any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of the day and year first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk,
By FRED W. SICK, Deputy.

By THE CITY OF SAN DIEGO
VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council
of said City.
Lessor.

T. A. EVANS, Lessee.

I Hereby Approve the form of the foregoing lease, this 22 day of July, 1927.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR.
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between T. A. Evans with the City of San Diego, California. Being Document No. 2x 209806.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Skadstrom* Deputy.
By Mrs. H.

L E A S E

THIS AGREEMENT, made and entered into this 19th day of July, 1927, by and between THE CITY OF SAN DIEGO, CALIFORNIA, acting by and through the members of the Harbor Commission of said City and pursuant to Ordinance No. 11091 of the City of San Diego, passed and adopted May 16, 1927, and ROSCOE C. BULGER, WITNESSETH:

The City of San Diego has demised and let, and by these presents and on the terms hereinafter set forth does demise and let to Roscoe C. Bulger that portion of the tide lands of the City of San Diego particularly described as follows:

A portion of Block 19 of Municipal Tidelands Subdivision Tract No. 1, 100 feet by 200 feet, particularly described as follows:

Beginning at the Northwest corner of said Block 19, running from Belt Street 100 feet east along F Street; thence south 200 feet; thence west 100 feet to Belt Street; thence north 200 feet to the point of beginning; giving a frontage of 100 feet on F Street, and 200 feet on Belt Street; as per map of said Subdivision adopted by the Common Council of the City of San Diego on September 15, 1915, and filed in the office of the City Clerk of said City under Document No. 93116.

This lease is for a period of twenty-five (25) years from and after ^{July} 19th, 1927, unless sooner terminated as herein provided, and the City reserves as rental for the demised premises the sum of two and one half cents (2-1/2¢) per square foot per year for the first two years of the term; the sum of four cents (4¢) per square foot per year for the succeeding three (3) years of said term; and rental for the balance of the term to be fixed by the Common Council of the City of San Diego. All rental is payable in equal monthly installments in advance on the first of each month of the term hereof.

The demised premises are to be used for the operation of a factory already constructed thereon, for the manufacture of fruit juices, crystallized orange and lemon peel and other similar food products, and not otherwise.

It is expressly stipulated that there shall be no filling of the demised premises with material other than that removed from the bottom of the Bay of San Diego.

The right is expressly reserved to the Common Council and the people of the City of San Diego to terminate, modify or change this lease at any time as provided by law, and this lease is not assignable nor transferable, nor shall the lessee sublease the same in whole or in part without the consent of the Common Council by ordinance expressed. And this lease is subject to all restrictions and limitations required and imposed by the general law, whether incorporated herein or not.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
BY W. P. CRONAN
J. C. McCLURE
M. A. GRAHAM
Members of the Harbor
Commission of said City.

R. C. BULGER

I Hereby Approve the form of the foregoing lease, this 18 day of July, 1927.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR.,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between R. C. Bulger and the City of San Diego. Being a Document No. 209908.

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

By *August M. Hadstrom* Deputy.
By M. A. Graham

KNOW ALL MEN BY THESE PRESENTS, That WALLACE & TIERNAN COMPANY, 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 ONE THOUSAND ONE HUNDRED Dollars (\$1,100.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this twentieth day of July, 1927.

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:-

- Two (2) A.D.A.M. Chlorinators,
- One (1) Chloroscale
- One (1) 18" x 7-1/2" C.I. Venturi tube
- One (1) Simplex meter register.

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.

WALLACE & TIERNAN CO., Inc.

By M. F. TIERNAN, Pres.
Principal.

(SEAL) ATTEST:
C. F. WALLACE, Secy.

AMERICAN SURETY COMPANY OF NEW YORK
Surety.

(SEAL) ATTEST:
H. R. DURROW, Resident Assistant Secretary.

By A. M. WOLD, Resident Vice President.

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

On this 20th day of July A.D. 1927, before me, ELIZABETH T. WELLS a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A.M. WOLD personally known to me to be the Resident Vice-President and H. R. DURROW personally known to me to be the Resident Assistant Secretary of the

AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

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

(SEAL)
My Commission expires,
Jun 11 1930.

I Hereby approve the form of the within Bond, this 1st day of August, 1927.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR.,
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 8th day of August, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

Premium charged for this Bond is \$11.00 per annum,

C O N T R A C T

THIS AGREEMENT, Made and entered into the City of San Diego, State of California, this 8th day of August, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WALLACE & TIERNAN COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 2 - A.D.A.M.V. Chlorinators
 - 1 - Chloroscale
 - 1 - 18 x 7-1/2 C.I. Venturi tube
 - 1 - Simplex meter register
- F.o.b. San Diego, California.

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

- 2 - A.D.A.M. Chlorinators, \$ 2684.00
- 1 - Chloroscale, \$ 400.00
- 1 - 18" x 7-1/2" C.I. Venturi Tube, \$ 525.00
- 1 - Simplex meter register, \$ 791.00

Said contractor agrees to begin delivery of said material within thirty days from and after the date of the execution of this contract, and to complete said delivery on or before the day of , 192 .

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

The sum of FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400.00).

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

WALLACE & TIERNAN CO., Inc.

By M. F. TIERNAN, Pres.
Contractor.

(SEAL) ATTEST:
C. F. WALLACE, Secy.

I hereby approve the form of the foregoing contract, this 8th day of July, 1927.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract between Wallace & Tiernan Co. and the City of San Diego, California, being Document No. 210236.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Hadstrom Deputy.
By [Signature]

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the 25th day of July, 1927, by and between THE CITY OF SAN DIEGO, CALIFORNIA, a municipal corporation, hereinafter designated the Lessor, and GEO. R. DALEY, hereinafter designated Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth; hereby sublets unto the Lessee that certain real property situated in the County of San Diego, State of California; and particularly described as follows, to-wit:

All that portion of the Rancho San Bernardo, in the County of San Diego, State of California, lying above the 330-foot contour of Hodges Reservoir and below the 395-foot contour of Hodges Reservoir, U.S.G.S. datum, more particularly described as follows:

Beginning at a point on the easterly boundary of that certain parcel of land commonly known as "Bernardo Acre", which parcel is situate at the easterly approach to the Bernardo Bridge crossing Hodges Reservoir, said point being the intersection of the said 330-foot contour with the easterly line of that certain highway known as Relocation Route #3, Division #1; thence following the 330-foot contour in an easterly, southeasterly; northeasterly and easterly direction for a distance of 4800 feet, more or less, to a point; thence following a line drawn due south a distance of 135 feet, more or less, to an intersection with the said 395-foot contour; thence following the 395-foot contour in a southerly and then a northwesterly direction to an intersection with the easterly line of that certain highway known as Relocation Route #3, Division #1; thence following the easterly line of said highway to the point of beginning; EXCEPTING THEREFROM all easements and rights-of-way of record.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three years ending December 31, 1929, at a rental of forty dollars (\$40.00) per year, payable annually in advance.

In consideration of the premises the Lessee agrees with the Lessor as follows:

(a) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that Lessee will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that Lessee will at all times, and at Lessee's own Cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that Lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, Lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the Lessor shall have, and said Lessor hereby reserves, the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessee at least thirty days' notice of Lessor's intention so to do. Such notice may be served upon the Lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said Lessor shall pay to the Lessee a sum which shall be sufficient to compensate the Lessee for the damage which the Lessee may suffer by reason of the termination of said lease by the Lessor, as above provided, prior to the expiration of the term as herein fixed; if the Lessor and the Lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the Lessor and one by the Lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The Lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon without first obtaining, in each instance, the written consent thereto by the Lessor; nor shall the Lessee have the right to underlet said premises, or any part thereof, or to assign this lease, without first obtaining, in each instance, the written consent thereto by the Lessor.

The Lessor reserves, and shall always have, the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the Lessee in the payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenant, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered, not held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

IT IS FURTHER UNDERSTOOD AND AGREED that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of 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
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council
of said City.
Lessor.

G. R. DALEY, Lessee.

I Hereby Approve the form of the foregoing Lease, this 22 day of July, 1927.

S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR.,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between G. R. Daley and the City of San Diego. Being Document No. 209808.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.
By Mrs. H.

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the 25th day of July, 1927, by and between THE CITY OF SAN DIEGO, CALIFORNIA, a municipal corporation, hereinafter designated the Lessor, and GEO. R. DALEY, hereinafter designated the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessee as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the Lessee that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that real property situate in the County of San Diego, State of California, and more particularly described as follows:

All that portion of the Rancho San Bernardo, in the County of San Diego, State of California, lying above the 330-foot contour and below the 395-foot contour of Hodges Reservoir, U.S.G.S. datum, more particularly described as follows:

Beginning at the intersection of the east line of the Mary L. Chapman Tract with the 315-foot contour of Hodges Reservoir, said intersection being known as 315-foot contour point #726 as per Map No. 232, filed in the office of the San Dieguito Water Company, 724 South Spring Street, Los Angeles, California; thence following the 315-foot contour line to the 315-foot contour point #656; thence South 47° East a distance of 1600 feet, more or less, to a point on the north end of a certain bridge crossing Green Valley Creek; thence following a line drawn at an angle North 75° 30' East to an intersection with the 395-foot contour of Hodges Reservoir; thence continuing on the 395-foot contour in a northwesterly direction, crossing the east line of the Mary L. Chapman Tract, and continuing on the 395-foot contour, which returns and intersects the said East line of the Mary L. Chapman Tract; thence continuing from the last mentioned point of intersection, following the east line of the Mary L. Chapman Tract, North 11° 48' East, to the point of beginning.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three years ending December 31, 1929, at a rental of one hundred dollars (\$100.00) per year, payable annually in advance.

In consideration of the premises the Lessee agrees with the Lessor as follows:

(a) That the Lessee will pay the said rental promptly at the times when the same shall become payable, as above provided; that Lessee will cultivate the lands above described during the said term; and care for the same and the crops thereon according to the rules of good husbandry; that Lessee will at all times, and at Lessee's own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that Lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That Lessee will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or the earlier termination thereof, Lessee will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the Lessor shall have and said Lessor hereby reserves the right to terminate this lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessee at least thirty days' notice of Lessor's intention so to do. Such notice may be served upon the Lessee personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said Lessor shall pay to the Lessee a sum which shall be sufficient to compensate the Lessee for the damage which the Lessee may suffer by reason of the termination of said lease by the Lessor, as above provided, prior to the expiration of the term as herein fixed; if the Lessor and the Lessee cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the Lessor and one by the Lessee, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The Lessee shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon, without first obtaining in each instance the written consent thereto by the Lessor, nor shall the Lessee have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining in each instance the written consent thereto by the Lessor.

The Lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the Lessee in the payment of any rent promptly when the same shall become due according to the terms hereof; or in respect to the performance or observance of any covenants, term or condition of this lease to be kept or observed by the Lessee, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessee shall peaceably surrender full possession of said premises to the Lessor.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the Lessor the expense and costs incurred by the Lessor in any action which may be commenced by the Lessor, based on or arising out of any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of 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
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council
of said City.
Lessor.

G. R. DALEY, Lessee.

I Hereby Approve the form of the foregoing Lease, this 22 day of July, 1927.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR.,
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between G. R. Daley and the City of San Diego. Being Document No. 209814.
ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hagstrom* Deputy.
By Mrs. H.

Aug. 1, 1927.

I hereby certify that there are in the City Treasury sufficient \$6000.00 amt. appropriated funds to meet the obligations under the within contract. Appropriated under Ordinance 11179 - to be paid for out of Item 22 - Purchase Store & Warehouse Dept.
City Auditor. H. L. MOODY
By F. E. WENRICH, Depy.

Ord. Effective 8/11/27.

KNOW ALL MEN BY THESE PRESENTS, That FRED C. SILVERTHORN & SONS, as Principal and United States Fidelity and Guaranty Company a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND FIVE HUNDRED 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, 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 1st day of August, 1927.

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:-

300 - Tons baled tame oat hay;

Delivery at City Stables, 20th and A Streets, 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.

FRED C. SILVERTHORN & SONS.

By C. R. SILVERTHORN, Principal.

(SEAL)

UNITED STATES FIDELITY & GUARANTY COMPANY.

By T. W. WISDOM, Attorney in Fact.
Surety.

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

On this 1st day of August in the year one thousand nine hundred and Twenty-seven, before me, Gertrude Porter, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared T. W. Wisdom, known to me to be the duly authorized Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said T. W. Wisdom duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

(SEAL)

My Commission Expires August 1st, 1929.

I Hereby Approve the form of the within Bond, this 1st day of August, 1927.
S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR.,
Deputy City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 8th day of August, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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, State of California, this 8th day of August, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and FRED C. SILVERTHORN & SONS 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:

300 - Tons No. 1 baled tame oat hay, delivered at the City Stables, 30th and A Streets, San Diego, California.

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

300 tons of tame oat hay for the price of TWENTY DOLLARS (\$20.00) per ton.

Said contractor agrees to begin delivery of said material within ten (10) days from and after the date of the execution of this contract, and to complete said delivery on or before the first day of September, 1927.

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

The sum of TWENTY DOLLARS (\$20.00) per ton for 300 tons of tame oat hay.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said execution, and the said contractor has hereunto subscribed its name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk,
By FRED W. SICK, Deputy.

FRED C. SILVERTHORN & SONS
By C. R. SILVERTHORN, Contractor.

I Hereby Approve the form of the foregoing contract, this 29th day of July, 1927.
S. J. HIGGINS
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Fred C. Silverthorn & Sons and the City of San Diego. Being Document No. 210256.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By Mrs. H.

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN CAST IRON PIPE COMPANY, as Principal 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 THREE HUNDRED Dollars (\$300.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28 day of July, 1927.

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:

5400' - 6" Class C 16' lengths cast iron pipe
400' - 16" Class A 12' " " " "

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.

AMERICAN CAST IRON PIPE CO.

B
LESTER LONG. Principal.

SOUTHERN SURETY COMPANY, Surety.

By F. S. SCHMALLE
Attorney-in-Fact

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES, (ss
CITY OF LOS ANGELES,)

On this 28 day of July, 1927, before me personally appeared F. S. Schmalle, 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 Los Angeles; 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.

GRACE O. THORSHEIM
Notary Public.

(SEAL)
My Commission Expires
February 18, 1929.

I Hereby Approve the form of the within Bond, this 6th day of August, 1927.
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 August, 1927.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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 28 day of July, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and AMERICAN CAST IRON PIPE COMPANY 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:

- 5400 feet - 6" Class C, 16' lengths, cast iron pipe, B & S
- 400 feet - 16" Class A, 12' lengths, cast iron pipe, B & S

Delivery f.o.b. cars on dock San Diego, California, in accordance with the specifications on file in the Office of the Superintendent of the Purchasing Department of The City of San Diego, California.

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

- 5400' - 6" Class C, 16' lengths, B & S cast iron pipe at \$ 0.735 per ft.
- 400' - 16" Class A, 12" lengths, B & S cast iron pipe at \$ 2.22 per ft.

Said contractor agrees to begin delivery of said material within thirty (30) days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of September, 1927.

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

- 5400' - 6" Class C, 16' lengths, B & S cast iron pipe at \$ 0.735 per ft.
- 400' - 16" Class A, 12' lengths, B & S cast iron pipe at \$ 2.22 per ft.

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

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

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

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

AMERICAN CAST IRON PIPE CO.
LESTER LONG, Contractor.

I Hereby Approve the form of the foregoing contract, this 23rd day of July, 1927.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between American Cast Iron Pipe Co and the City of San Diego. Being Document No. 210730.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Hadstrom Deputy.
By Mrs. St.

Aug. 5, 1927.

I Hereby Certify that there are in the City Treasury sufficient appropriated funds Ord. 11201 - Authorizes Purchase Agent to Purchase 1 car load of Sulphate of Alumina out of Item - 22 Purchase Store & Warehouse Dept. and appropriates \$1500.00 in payment thereof to meet the obligations under the within contract.

City Auditor, H. L. MOODY
BY F. E. WENRICH, Depy.

KNOW ALL MEN BY THESE PRESENTS, That GENERAL CHEMICAL COMPANY, as Principal and ROYAL INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, A Municipal Corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED THIRTY Dollars (\$330.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3d day of August, 1927.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:-

40 @ Tons of Sulphate of Alumina
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.

GENERAL CHEMICAL COMPANY

By PHIL. A. OLSON, Principal.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On this 3rd day of August, in the year one thousand nine hundred and Twenty-seven, before me, JOHN E. MANDERS, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Phil A. Olson known to me to be the Branch Manager of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named, and he acknowledged to me that such corporation executed the same.

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

JOHN E. MANDERS,
Notary Public in and for the City and County of San Francisco, State of California.

(SEAL)
My Commission expires
February 26, 1931.

ROYAL INDEMNITY COMPANY, Surety.

By CHAS. A. PREVOST
Attorney in Fact.

Premium charged for this bond is \$3.30 per annum.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

On the 3d day of August in the year One Thousand Nine Hundred and 27 before me, JOHN McCALLAN, a Notary Public, in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Chas. A. Prevost known to me to be the person whose name is subscribed to the within and annexed instrument, as the Attorney in fact of Royal Indemnity Company and acknowledged to me that he subscribed the name of Royal 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, at my office, in the said City and County of San Francisco, the day and year last above written.

JOHN McCALLAN
Notary Public, in and for the City and County of San Francisco, State of California.

(SEAL)
My Commission will expire
April 12, 1929.

I Hereby Approve the form of the within Bond, this 6th day of August, 1927.
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 August, 1927.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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 3rd day of August, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GENERAL CHEMICAL COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

40 - Tons of sulphate of alumina, in accordance with the specifications on file in the Office of the Superintendent of the Purchasing Department of said City; delivery f.o.b. City spur track at California and Grape Streets, in the City of San Diego, California.

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

For the price of \$1.65 per 100 pounds or \$33.00 per ton.

Said contractor agrees to begin delivery of said material within fourteen (14) days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____ as specified, 192____.

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

The sum of \$1.65 per 100 pounds or \$33.00 per ton.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

GENERAL CHEMICAL COMPANY.

By PHIL. A. OLSON, Contractor.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO,)

ON THIS 3RD day of August, in the year one thousand nine hundred and Twenty-seven, before me, JOHN E. MANDERS, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Phil A. Olson known to me to be the Branch Manager of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named, and he acknowledged to me that such corporation executed the same.

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

JOHN E. MANDERS,

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

(SEAL)

My Commission expires
February 26, 1931.

I Hereby Approve the form of the foregoing contract, this 1st day of August, 1927.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with General Chemical Co. and the City of San Diego. Being Document No. 210732.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.
By Mrs. H.

AUG. 12, 1927.

I Hereby Certify that there are in the City Treasury sufficient unappropriated funds in Ord. 11106 to meet the obligations under the within contract, covering two trucks costing \$7927.00.

City Auditor H. L. MOODY

By GRANT M. WEBSTER.

KNOW ALL MEN BY THESE PRESENTS, That MORELAND SALES CORPORATION, as Principal and PACIFIC INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND Dollars (\$1000.00), 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 its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these present.

Signed by us and dated this 22nd day of July, 1927.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

1 - Motor truck equipped with Wood hydraulic underbody hoist F-4 ready for body installation, 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.

MORELAND SALES CORPORATION
BY WALT. L. MORELAND, Pres.
Principal.
PACIFIC INDEMNITY COMPANY
By F. L. HEMMING, Attorney-in-Fact.

ATTEST:
E. C. McSWEENEY

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

On this 22nd day of July in the year one thousand nine hundred and 27, before me, Myrtle E. Dittman a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, F. L. Hemming known to me to be the duly authorized Attorney in Fact of PACIFIC INDEMNITY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney in Fact of said Company, and the said F. L. Hemming acknowledged to me that he subscribed the name of PACIFIC INDEMNITY COMPANY, thereto as principal, and his own name as Attorney in fact.

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

MYRTLE E. DITTMAN
Notary Public in and for Los Angeles County,
State of California.
(SEAL)

I Hereby Approve the form of the within Bond, this 25 day of July, 1927.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER JR.,
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 22d day of August, 1927.
(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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, State of California, this 22d day of August, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and MORELAND SALES CORPORATION party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - Motor truck, guaranteed carrying capacity five (5) tons, equipped with Wood hydraulic underbody hoist F-4 ready for body installation; in accordance with the specifications on file in the Office of the Superintendent of the Purchasing Department of the City of San Diego, California.

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

The sum of Three Thousand Nine Hundred Sixty-five Dollars (\$3965.00).

Said contractor agrees to begin delivery of said material within fifteen (15) days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 192____.

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

The sum of Three Thousand Nine Hundred Sixty-five Dollars (\$3965.00).

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

THE CITY OF SAN DIEGO.
By S. P. McMULLEN
E. H. DOWELL
FRANK W. SEIFERT
L. C. MAIRE
Members of the Common Council.
(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

MORELAND SALES CORPORATION
By WALT L. MORELAND, Pres.
Contractor.

ATTEST:
E. C. McSWEENEY

I Hereby Approve the form of the foregoing contract, this 18th day of July, 1927.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Moreland Sales Corp. for one Truck and the City of San Diego. Being document No. 210926.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By Mrs. H.

KNOW ALL MEN BY THESE PRESENTS, That MACK INTERNATIONAL MOTOR TRUCK 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 ONE THOUSAND Dollars (\$1000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of July, 1927.
THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 1 - Mack motor truck chassis and
 - 1 - Woods hydraulic underbody F-4 hoist
- in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

MACK-INTERNATIONAL MOTOR TRUCK CORPORATION.
By A. H. ROWAN, Principal.
Branch Manager.

ATTEST: SUBSCRIBED and SWORN to
before me this 25th day of July, 1927.
N. A. McCORKLE, Notary Public.

(SEAL)
My Commission Expires May 5, 1928.

AMERICAN SURETY COMPANY OF NEW YORK.
SURETY.
By A. M. WOLD
Resident Vice-President.

(SEAL) Attest:
H. R. DURROW,
Resident Assistant Secy.

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

On this 25th day of July, A.D. 1927, before me, Elizabeth T. Wells, a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A. M. WOLD personally known to me to be the Resident Vice-President and H. R. DURROW personally known to me to be the Resident Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

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

(SEAL)
My Commission expires
JUN 11, 1930.

Premium charged for this bond is \$10.00 per annum.

I Hereby Approve the form of the within Bond, this 27 day of July, 1927.
S. J. HIGGINS, City Attorney.
By FRANK M. DOWNER, JR.,
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 22d day of August, 1927.

(SEAL) Attest:
ALLEN H. WRIGHT, City Clerk.
By Fred W. Sick, Deputy.

S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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, State of California, this 25th day of July, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and MACK INTERNATIONAL MOTOR TRUCK CORPORATION party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - Mack motor truck chassis, guaranteed carrying capacity five (5) tons; and
1 - Wood hydraulic underbody hoist F-4 ready for body installation.
Each according to the specifications on file in the Office of the Superintendent
of the Purchasing Department of the City of San Diego, California.
Said contractor hereby agrees to furnish and deliver the material above described
at and for the following prices, to-wit:
The sum of Three Thousand Nine Hundred Sixty-two Dollars (\$3962.00).
Said contractor agrees to begin delivery of said material within fifteen (15) days
from and after the date of the execution of this contract, and to complete said delivery on
or before the 9th day of August, 1927.
Said City, in consideration of the furnishing and delivery of said material by said
contractor according to the terms of this contract, and the faithful performance of all the
obligations and covenants by said contractor herein undertaken and agreed upon, and the ac-
ceptance of said material by said City, will pay said contractor, in warrants drawn upon the
proper fund of said City, the following sums, to-wit:
The sum of Three Thousand Nine Hundred Sixty-two Dollars (\$3962.00).
Said contractor hereby agrees that it will be bound by each and every part of this
contract, and deliver and cause to be delivered all of said material, as herein specified.
No interest in this agreement shall be transferred by the contractor to any other
party, and any such transfer shall cause annulment of this contract, so far as The City of
San Diego is concerned. All rights of action, however, for any breach of this contract are
reserved to said City.
It is mutually agreed by and between the parties hereto that in no case unauthorized
by the Charter of The City of San Diego, or the general laws in effect in said City, shall
said City or any department, board or officer thereof, be liable for any portion of the con-
tract 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 resolu-
tion authorizing said 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 in this agreement first above written.
THE CITY OF SAN DIEGO.
By S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT.
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

MACK-INTERNATIONAL MOTOR TRUCK CORPORATION.

ATTEST: Subscribed and sworn
to before me this 25th day of
July, 1927.
N. A. McCORKLE, Notary Public.

(SEAL)
My Commission Expires May 5, 1928.

I Hereby Approve the form of the foregoing contract, this 18th day of July, 1927.
S. J. HIGGINS, City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Contract between Mack-International Motor Truck Corp., and the City of San Diego. Being
Document No. 210927.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Nordstrom* Deputy.
By Mrs. Sh.

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 FORTY (340) 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 August, A.D. 1927.

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 UNIVERSITY AVENUE, between the northerly prolongation of the easterly line of 28th Street
and a line drawn from the point of intersection of the easterly line of Texas Street with the
southerly line of University Avenue, to the northwesterly corner of Lot 21, Block 200,
University Heights, 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 con-
tract therefor, which is hereto attached and which by reference thereto, is incorporated here-
in and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that is 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 CO.

(SEAL)
M. B. FOWLER, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY
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 13th day of August, 1927.

S. J. HIGGINS
City Attorney of the City of San Diego, California.
By F. McCLENEGHAN,
Deputy.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 42518, passed and adopted on the 1st day of August, 1927, require and fix the sum of \$340.00 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 15th day of August, 1927, 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:

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 on UNIVERSITY AVENUE, between the northerly prolongation of the easterly line of 28th Street and a line drawn from the point of intersection of the easterly line of Texas Street with the southerly line of University Avenue, to the northwesterly corner of Lot 21, Block 200, University Heights, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said University Avenue, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period of fifteen months and sixteen days from and after the 22nd day of April, 1927, to-wit, to and including the 6th day of August, 1928.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report on University Avenue Lighting District No. 4", 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 and sixty-four and 07/100 dollars (\$264.07), 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 \$17.03, and one warrant for the sum of \$8.62, 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 ten hundred and fifty-six and 26/100 dollars (\$1056.26) 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, designated as "University Avenue Lighting District No. 4 Fund", each of said monthly warrants to be drawn for the sum of \$68.14, and one warrant for the sum of \$34.16, to cover the additional sixteen days of said term.

And it is further mutually agreed that no part or portion of said sum of \$1056.26 shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 4 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 \$1056.26.

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 \$264.07, 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.

(SEAL) ATTEST:
M. B. FOWLER, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.
By L. M. KLAUBER, Vice President.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

I Hereby approve the form of the foregoing Contract, this 13th day of August, 1927.
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 S. D. Cons. Gas & Elect. Co. and the City of San Diego. Being Document 210940.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Hadstrom, Deputy.
By Mrs. H.

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 EIGHTY (380) 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 August, A.D. 1927.

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 FIRST STREET, between the northerly line of B Street and the southerly curb line of Beech 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 is 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 CO.

By 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:

B. J. SCHAEFER,

Resident Assistant Secretary.

I Hereby Approve the form of the within and foregoing Bond, this 13th day of August, A.D. 1927.

S. J. HIGGINS

City Attorney of the City of San Diego, California.

By F. McCLENEGHAN,

Deputy.

I Hereby Certify that the Common Council of the City of San Diego did by Resolution No. 42517, passed and adopted on the 1st day of August, 1927, require and fix the sum of \$380.00 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 15th day of August, 1927, 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 on FIRST STREET, between the northerly line of B Street and the southerly curb line of Beech Street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said First Street, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period of fourteen months and fifteen days from and after the 16th day of April, 1927, to-wit, to and including the 30th day of June, 1928.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report on First Street Lighting District No. 1", 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 and one and 02/100 dollars (\$301.02), as follows: Fourteen monthly warrants duly and properly drawn upon the Street Light Fund of said City, each of said monthly warrants to be drawn for the sum of twenty and 76/100 dollars (\$20.76), and one warrant for the sum of ten and 38/100 dollars (\$10.38), to cover the additional fifteen 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 twelve hundred and four and 08/100 dollars (\$1204.08) as follows: fourteen 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 the "First Street Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of eighty-three and 04/100 dollars (\$83.04), and one warrant for the sum of forty-one and 52/100 dollars (\$41.52) to cover the additional fifteen days of said term.

And it is further mutually agreed that no part or portion of said sum of twelve hundred and four and 08/100 dollars (\$1204.08) shall be paid out of any other fund than said special fund designated as "First 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 twelve hundred and four and 08/100 dollars (\$1204.08).

And it is agreed and expressly understood by the parties to this agreement that in no case (except where it is otherwise provided in said Act of the Legislature) will The City of San Diego, or any officer thereof, be liable for any portion of the expense of said work, other than said sum of three hundred and one and 02/100 dollars (\$301.02), 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
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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 13th day of August, 1927.
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 S. D. Cons. Gas & Elect. Co. and the City of San Diego, California. Being Document No. 210941.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By Mrs. H.

BOND FOR STREET WORK

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 EIGHTY (380) 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 August, A.D. 1927.

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 COLUMBIA STREET, between the northerly curb line of B Street and the southerly curb line of Beech 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 is 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 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:
B. J. SCHAEFER
Resident Assistant Secretary.

I Hereby Approve the form of the within and foregoing Bond, this 13th day of August, A.D. 1927.

S. J. HIGGINS
City Attorney of the City of San Diego, California.
By F. McCLENEGHAN,
Deputy.

I HEREBY CERTIFY that the Common Council of the City of San Diego did by Resolution No. 42519, passed and adopted on the 1st day of August, 1927, require and fix the sum of \$380.00 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.

THIS AGREEMENT, made and entered into this 15th day of August, 1927, 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:

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 on COLUMBIA STREET, between the northerly curb line of B Street and the southerly curb line of Beech Street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said Columbia Street, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period of fourteen months and nine days from and after the 22nd day of April, 1927, to-wit, to and including the 30th day of June, 1928.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report on Columbia Street Lighting District No. 1", 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 and ninety-six and 87/100 dollars (\$296.87), as follows: Fourteen 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 \$20.76, and one warrant for the sum of \$6.23, to cover the additional nine 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 and eighty-seven and 46/100 dollars (\$1187.46) as follows: Fourteen 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 "Columbia Street Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of \$83.04, and one warrant for the sum of \$24.90, to cover the additional nine days of said term.

And it is further mutually agreed that no part or portion of said sum of \$1187.46 shall be paid out of any other fund than said special fund designated as "Columbia 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 \$1187.46.

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 \$296.87, 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
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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 13th day of August, 1927.
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 S.D.Cons. Gas & Elect. Co. and the City of San Diego. Being Document No. 210942.

ALLEN H. WRIGHT
City Celrk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.
By Mrs. W.

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 NINE HUNDRED AND FORTY (940) 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 17th day of August, A.D. 1927.

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 A STREET, between the westerly curb line of Sixth Street and the easterly curb line of India 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 is 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 CO.
L. M. KLAUBER, Vice President.

(SEAL)
M. B. FOWLER, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY.

By DEMPSTER McKEE
Resident Vice-President.

(SEAL) ATTEST:
B. J. SCHAEFER,
Resident Assistant Secretary.

I Hereby approve the form of the within and foregoing Bond, this 19th day of August, A.D. 1927.

By F. McCLENECHAN, Deputy.

I HEREBY CERTIFY that the Common Council of the City of San Diego, did by Resolution No. 42552, passed and adopted on the 8th day of August, 1927, require and fix the sum of \$940.00 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.

THIS AGREEMENT, made and entered into this 22d day of August, 1927, 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 ornamentallstreet lights on A STREET, between the westerly curb line of Sixth Street and the easterly curb line of India Street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said A Street, between said points. Such furnishing of electric current and such maintenance of appliances shall be for the period of fourteen months and four days from April 27, 1927, to-wit, to and including the 30th day of June, 1928.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report on A Street Lighting District No. 1", 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 seven hundred and forty-six and 24/100 dollars (\$746.24), as follows: Fourteen 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 \$52.80, and one warrant for the sum of \$7.04, to cover the additional four 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 twenty-nine hundred and eighty-four and 96/100 dollars (\$2984.96), as follows: Fourteen 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 the "A Street Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of \$211.20, and one warrant for the sum of \$28.16 to cover the additional four days of said term.

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 \$2984.96.

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 \$746.24, 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 S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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 19th day of August, 1927.
By F. McCLENECHAN
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between S. D. Cons. Gas & Elect. Co. and the City of San Diego. Being Document No. 211261.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Hadstrom Deputy.
By Mrs. St.

DE A S E

THIS LEASE, made and entered into this 15th day of August, 1927, 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 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, 1927, 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

S. P. McMULLEN

L. C. MAIRE

E. D. DOWELL

FRANK W. SEIFERT

Members of the Common Council
Lessor.

H. D. ALLEN

Lessee

I hereby approve the form of the foregoing lease, this 9 day of July, 1927.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR., 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 H. D. Allen, being Document No. 210847

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By August M. Wadstrom Deputy.

BOND FOR STREET WORK

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 (600) 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 22nd day of August, A.D. 1927.

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 GARNET STREET, between the southwesterly curb line of Cass Street and the northeasterly line of Ocean Boulevard, 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 is 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 CO.

W. F. RABER, Vice President

M. B. FOWLER, Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By LEROY A. WRIGHT, Resident Vice
President

B. J. SHAEFER, Resident Assistant
Secretary.

(SEAL)

(SEAL) ATTEST:

I hereby approve the form of the within and foregoing Bond, this 23rd day of August, A.D. 1927.

By F. McCLENNAGHAN, Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 42610, passed and adopted on the 15th day of August, 1927, require and fix the sum of \$600.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT,

City Clerk of The City of San Diego, California, and ex-Offi-
Clerk of the Common Council of said City.

By FRED W. SICK, Deputy.

(SEAL)

THIS AGREEMENT, made and entered into this 29th day of August, 1927, 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 on GARNET STREET, between the southwesterly curb line of Cass Street and the northeasterly line of Ocean Boulevard, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said Garnet Street, within the limits above mentioned. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after the 25th day of April, 1927, to-wit, to and including the 24th day of April, 1928.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report on Garnet Street Lighting District No. 1", 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 four hundred and eighty dollars (\$480.00), 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 nineteen hundred and twenty dollars (\$1920.00), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Garnet Street Lighting District No. 1 Fund".

And it is further mutually agreed that no part or portion of said sum of nineteen hundred and twenty dollars (\$1920.00) shall be paid out of any other fund than said special fund designated as "Garnet Street Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 nineteen hundred and twenty dollars (\$1920.00).

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 four hundred and eighty dollars (\$480.00), 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 W. F. RABER, Vice President

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

F. MCLENEGHAN

Deputy City Attorney.

(SEAL) ATTEST:

M. B. FOWLER, Secretary.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

I hereby approve the form of the foregoing Contract, this 23rd day of August, 1927.

F. MCLENEGHAN

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct between the City of San Diego, and San Diego Consolidated Gas & Electric Co., being Document No. 211516.

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

By August M. Wadstrom Deputy.

By Mrs. H.

Aug. 27 1927

I hereby certify that there are in the City Treasury sufficient unappropriated funds in Item 91 - Series E, Library Dept. \$641.25, to meet the obligations under the within contract.

City Auditor. H. L. MOODY by F. E. WENRICH

B O N D

KNOW ALL MEN BY THESE PRESENTS, That H. L. BENBOUGH, as Principal, and _____ and _____ 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 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 hereby binds himself, his heirs, executors, administrators, 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 _____ day of _____, 192_____.

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 lay approximately 285 yards of 3/16" brown Battleship Linoleum, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

H. B. BENBOUGH, Principal
W. B. NELSON,
N. L. STOOKE, Sureties

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO,) ss.
W. B. NELSON and N. L. STOOKE suraties in the within undertaking, being duly sworn, say, each for himself, and not one for the other, that he is worth the sum specified in the said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a freeholder therein.

W. B. NELSON
N. L. STOOKE
Subscribed and sworn to before me this 27th day of August, 1927.
(SEAL) ETHEL M. WILLIAMS
Notary Public in and for the County of San Diego,
State of California.
I hereby approve the form of the within Bond, this 26 day of August, 1927.
By FRANK M. DOWNER, JR., Deputy
City Attorney.
Approved by a majority of the members of the Common Council of the City of San Diego, California, this 29th day of August, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
BY FRED W. SICK, Deputy.
VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

MATERIAL AND LABOR BOND
KNOW ALL MEN BY THESE PRESENTS, That H. L. BENBOUGH, as Principal, and and 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 materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of THREE HUNDRED TWENTY-FIVE Dollars (\$325.00) 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 Sureties hereby bind themselves, their heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS day of , 192
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named 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 laying and cementing of approximately 285 yards of 3/16" brown Battleship Linoleum,
In accordance with the plans and 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 such 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 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.

H. L. BENBOUGH, Principal
W. B. NELSON
N. L. STOOKE, Sureties

STATE OF CALIFORNIA,) ss.
County of San Diego,) ss.
W. B. Nelson and N. L. Stooke sureties in the within undertaking, being duly sworn, say, each for himself, and not one for the other that he is worth the sum specified in the said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a freeholder therein.

W. B. NELSON
N. L. STOOKE
Subscribed and sworn to before me this 27th day of August, 1927.
(SEAL) ETHEL M. WILLIAMS,
Notary Public in and for the County of San Diego,
State of California.
I hereby approve the form of the within Bond, this 26 day of August, 1927.
FRANK M. DOWNER, JR., Deputy
City Attorney.
Approved by a majority of the members of the Common Council of the City of San Diego, California, this 29th day of August, 1927.

(SEAL) ATTEST: ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.
VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT,
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, State of California, this 29th day of August, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and H. L. BENBOUGH 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 laying of approximately 285 yards of 3/16 inch brown Battleship Linoleum in the new Logan Heights Branch Library; said linoleum to be taken up within a period of not less than ten days nor more than thirty days and then relaid and cemented to the floor; said linoleum to be in accordance with the specifications on file in the office of City Librarian.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

The price of TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) per yard.

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of TWO DOLLARS AND TWENTY-FIVE CENTS (\$2.25) per yard for approximately 285 yards of 3/16" brown Battleship Lineoleum, 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, 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 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 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 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 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 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 ___ 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 said 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 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 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 ___, 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 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 hereunto subscribed his name, the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.
H. L. BENBOUGH, Contractor.
By FRANK M. DOWNER, JR., Deputy
City Attorney

I hereby approve the form of the foregoing Contract this 19 day of August, 1927.

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 H. L. Benbough, being Document No. 211691.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
By August M. Wadstrom Deputy.

Aug. 27 1927 - Ord. Effective 9/18/27
I hereby certify that there are in the City Treasury sufficient appropriated funds, Ord. 11217 - Authorizes the purchase of 15000 Bonds out of item R. 22 - & appropriates 850.00 in payment - to meet the obligation under the within contract.
City Auditor. H. L. MOODY By F. E. WENRICH

B O N D
KNOW ALL MEN BY THESE PRESENTS, That NEUNER CORPORATION, as Principal and AETNA CASUALTY and SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED TEN Dollars (\$210.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of August, 1927.
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 15,000 lithographed street improvement bonds, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.
(SEAL) ATTEST:
I. G. WRIGHT

NEUNER CORPORATION
By M. C. NEUNER, President
Principal
THE AETNA CASUALTY AND SURETY COMPANY
By M. A. ABBOTT, Surety.
Resident Vice-President
ATTEST: R. V. TRAVISS, Resident Assistant Secretary

(SEAL)
STATE OF CALIFORNIA,) ss.
COUNTY OF LOS ANGELES)
On this 26th day of August, in the year nineteen hundred 27 before me, Catharine V. Wilson, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared M. A. Abbott, known to me to be the Resident Vice-President and R. L. Traviss, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
(SEAL)

CATHARINE V. WILSON
Notary Public in and for said Los Angeles County,
State of California.

I hereby approve the form of the within Bond, this 26 day of August, 1927.
By FRANK M. DOWNER, JR., Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 29th day of August, 1927.

(SEAL) ATTEST:
By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy
VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL,
FRANK W. SEIFERT, 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, State of California, this 29th day of August, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and NEUNER CORPORATION party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

15,000 - Lithographed street improvement bonds, in accordance with the specifications on file in the Office of the City Clerk of said City under Document No. 194517.

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

The sum of EIGHT HUNDRED THIRTY-NINE DOLLARS (\$839.00).

Said contractor agrees to begin delivery of said material within thirty (30) days from and after the date of the execution of this contract, and to complete said delivery on or before the day of , 192 .

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

The sum of EIGHT HUNDRED THIRTY-NINE DOLLARS (\$839.00).

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and

directed by resolution of said 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 said 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 in this agreement first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

By THE CITY OF SAN DIEGO.
S. P. McMULLEN, VIRGILIO BRUSCHI
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council
NEUNER CORPORATION, Manufacturing
Stationers
M. C. NEUNER, Prest.

(SEAL) ATTEST:

E. L. CHIPMAN

Contractor.

I hereby approve the form of the foregoing contract, this 19 day of August, 1927.
By FRANK M. DOWNER, JR., 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 Neuner Corporation, being Document No. 211688.

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

By August M. Wadstrom Deputy.

LEASE

THIS INDENTURE OF LEASE, Made and entered into this 12th day of September, 1927, by and between The City of San Diego, acting by and through a majority of the members of the Common Council of said City as authorized by an ordinance of said City, hereinafter called "Lessor", and H. R. Peckham, A. R. Foster and F. W. Stearns, of the City of San Diego, California, hereinafter called "Lessees",

WITNESSETH

That for and in consideration of the sum of One (\$1.00) Dollar by the Lessees in hand paid to the Lessor, receipt of which is hereby acknowledged, and in consideration of the performance by the Lessees of the covenants and agreement hereinafter contained, the Lessor has leased and let, and by these presents does lease and let unto the Lessees the lands hereinafter described, with the sole and exclusive right to the Lessees to drill for, produce, extract and take oil, gas, asphaltum, and other hydrocarbon substances and water from, and store the same upon said land during the term hereinafter specified, with the right to enter upon said land at all times for said purposes, and from time to time to construct, lay, use, maintain, erect, repair, replace, and remove thereon and therefrom, all derricks, roads, buildings, tanks, reservoirs, machinery, telephone and telegraph lines, pipe lines, and other structures, with the right of way for passage over, upon and across, and ingress and egress to and from said premises and every part thereof.

The possession of the Lessees of said lands held by them under this lease shall be sole and exclusive, excepting only that the Lessor shall have the right to use said lands or to lease the same, or any part thereof, for agricultural or grazing purposes, which shall be carried on subject to and with no interference with the rights or operations of the Lessees hereunder.

The said lands which are the subject of this lease are situated in the County of San Diego, State of California, and are described as follows, to-wit:

Pueblo Lots 1305, 1306, 1309, 1315, 1316, 1317, 1318, 1319, 1321, 1322, 1329, 1327, and 1304 of the Pueblo Lands of The City of San Diego.

The Lessees shall hold said lands with the appurtenances, for the period of three (3) years from the date hereof, and so long thereafter, not exceeding fifty (50) years in the aggregate, as oil, gas, asphaltum, or other hydrocarbon substances are produced thereon and therefrom in quantities deemed paying quantities by the Lessees, and the Lessees hereby lease from the Lessor the above described lands for the purposes and term aforesaid, and upon the conditions and considerations hereinafter set forth.

I.

The Lessees, in consideration of the premises, do hereby covenant and agree as follows:

(a) That they will commence the drilling of a well for oil on the premises hereby leased within six (6) months from the date this lease is delivered and thereafter prosecute said work with reasonable diligence and in good faith until oil and/or gas is produced in quantities deemed paying quantities by the Lessees, or until said well is drilled to a depth of 5,000 feet; provided, however, that in the event a well producing oil in said paying quantities is brought in on the adjoining premises within three hundred (300) feet of any exterior boundary of the premises hereby leased before work on said first well has been commenced, the Lessees shall commence the drilling of said first well within ninety (90) days from the date upon which such well on the adjoining premises is proven to be a well producing oil in said paying quantities, and thereafter prosecute the drilling thereof with reasonable diligence and in good faith to completion.

(b). That they will within ninety (90) days from the date upon which any well, if a dry well, is abandoned, or if the well is a paying well, within ninety (90) days from the date upon which it is determined to be a paying well, commence the drilling of another well on said premises and prosecute the work thereon with reasonable diligence and in good faith to completion, and under like terms and conditions, and subject to like obligations, continue the drilling of wells with at least one string of tools until there have been drilled on the premises hereby leased as many wells as they may deem profitable, and will use such additional strings of tools as may be justified by the character and extent of production.

(c). That they will continuously pump and operate each well drilled by them on said premises while and so long as such well produces oil in paying quantities; that they will prosecute the work herein authorized to be conducted and carried on by them in such manner as to interfere as little as possible with the agricultural, grazing or other uses to which said land may be put, and so that water and other substances taken from the wells shall be properly taken care of with the least possible damage to the adjacent property which is consistent with reasonable careful conduct in the carrying on of the operations herein contemplated.

(d). That they will bury and cover all pipe lines that they may place upon said premises for the conveyance of water, gas, steam or oil or other commodities to a depth that will obviate any interference with plowing or other agricultural operations upon the leased lands.

(e). That they will pay to the Lessor, at the times and in the manner hereinafter specified, the following royalties, to-wit:

(1). A sum equal to one-eighth (1/8) of the market price of all oil produced and saved by it from said premises.

(2). If natural gas from said premises is sold by Lessees for cash they will pay to Lessor one-eighth (1/8) of the proceeds received by them therefor, less the cost of gathering and delivering such gas. In the event all or a part of the consideration received by them for such natural gas is in the form of gasoline extracted therefrom, the gasoline so received by Lessees shall, in calculating the royalty payable to Lessor, be accounted for at its market value at the plant where produced. If after the extraction of gasoline from such natural gas all or any part of the dry gas resulting therefrom is sold by Lessees to vendee and all or any part of the proceeds of such sale is paid to Lessees, they will pay to Lessor one-eighth (1/8) of the proceeds so received by them. If all or any part of such dry gas is returned to Lessees and afterwards sold by them, Lessees will pay to Lessor one-eighth (1/8) of the proceeds received by it from such sale, less the cost incurred by them in selling and delivering such dry gas.

If casinghead gasoline is extracted by Lessees from the natural gas produced from said premises and sold and delivered by Lessees at the plant where extracted, they will pay to Lessor one-eighth (1/8) of the proceeds received therefor less the cost of gathering said gas and extracting said gasoline. If Lessees remove such gasoline from such plant and use or sell same elsewhere they will pay to the Lessor one-eighth (1/8) of the fair market value of such gasoline at the plant where produced, less the cost of gathering such gas and extracting said gasoline therefrom. If, after the extraction by Lessees of gasoline from the natural gas produced from said premises, any dry gas resulting therefrom is saved and sold, Lessees will pay to Lessor one-eighth (1/8) of the proceeds received by them from the sale thereof, less the costs incurred by them in selling and delivering such dry gas.

"Natural gas" as used in this paragraph is hereby defined to mean gas in its natural state as produced from said premises and before gasoline is extracted therefrom. Nothing in this lease contained shall be deemed to obligate the Lessees to produce, save, sell, treat or otherwise dispose of gas from said premises or from any well thereon. The royalty on gas and/or gasoline produced, saved and/or sold from said premises shall be payable only in money.

(f). In the event it becomes necessary to treat any of the oil produced from said premises to make the same marketable, and in the further event that Lessees treat such oil, Lessor agrees that it will pay its proportionate part of the cost of such treatment, and if the treatment plant be located off of the leased premises its proportionate part of the cost of transporting the wet oil to said plant. Lessees shall have the right to deduct Lessor's proportionate cost of such treatment and/or transportation costs from any royalty and/or rental which may be due or thereafter become due to Lessor. Nothing in this lease contained shall be deemed to obligate Lessees to erect and/or maintain any plant for the treatment of any oil produced from said premises.

(g). That they will keep true and correct accounts of the production from said premises, which accounts shall be open and free to the inspection of said Lessor, and that they will furnish said Lessor on or before the twentieth day of each and every calendar month, a correct written statement of such production for the preceding calendar month. The Lessees shall not be required to account to the Lessor for, or to pay rent or royalty on oil, gas or water produced by the Lessees from the premises and used by them in their operations hereunder, but may use such oil, gas and water free of charge.

(h). That they will settle with and pay said Lessor on or before the twentieth day of each month for all royalties due on oil or gas produced, saved and sold from said premises during the preceding calendar month. All sums due and payable to Lessor hereunder upon any account whatsoever shall be paid by check to the City Treasurer of the City of San Diego, California, for the account and credit of the Lessor; it being understood that in case of loss by fire, or by inability to collect, or if by any other reason the Lessees fail to receive the money for the products sold, then said Lessor shall stand its proportion of the loss.

No conveyance of said lands, or any part thereof, or assignment of rental or royalty or any other interest in or under this lease by the Lessor, shall be binding upon Lessees until an executed original or certified copy of such conveyance or assignment is filed with Lessees, together with the postoffice address of the grantee or assignee.

(i). That they will pay to the Lessor for all damage done by them to the land, growing crops, trees, and other property of the Lessor, which may be occasioned by the operations of the Lessees hereunder, and in the event the amount of damage cannot be agreed upon between the parties hereto, then the same shall be settled by arbitration, each of the parties hereto appointing one arbitrator, and if these two cannot agree, they shall appoint a third arbitrator, and the decision of any two of the three shall be final.

(j). That they will, in the execution of said works herein provided for, furnish and provide at their own cost and expense, all derricks, pumps, pipes, engines, tanks, equipment, and material of whatsoever kind and nature which may be necessary to properly carry on said work by them undertaken, together with all labor necessary therefor.

(k). That they will at all times hold Lessor harmless from any damage or liability to any third person by reason of the operations conducted by them upon said leased premises.

(l). That they will not suffer any lien or liens to be filed for labor or materials done or furnished by or for them during the continuance of this lease, and that if such lien or liens be filed, they will defend the same at their own cost and expense and hold said Lessor harmless therefor, and that they will pay any final judgment which may be entered therein or thereby or any judgment the execution of which shall be not stayed by proper undertaking within thirty (30) days after entry thereof, or in default of such payment or defense, they will repay to said Lessor any counsel fees, costs and damages incurred by them in reasonable amount, for defense of such action, or the amount of such lien or liens or judgments therefor which may have been paid by said Lessor.

(m). That upon the termination of this lease, either in whole or in part, either by expiration, surrender, or forfeiture, they will well, truly and peaceably surrender up the possession of all those portions of said leased premises as to which this lease may be so terminated, and execute and deliver to the Lessor a good and sufficient quitclaim deed, acknowledging and evidencing such termination according to the fact. The Lessees shall restore the premises as to which this lease is terminated to as near their original condition as is reasonably possible so to do.

II.

It is expressly stipulated and agreed that in consideration of the performance of the covenants herein contained by them to be performed, the said Lessees shall have and are hereby granted the following rights and privileges:

(a). To sink upon said premises a water well or wells for the production of water for operating purposes hereunder.

(b). That notwithstanding any forfeiture of this lease, they shall have the right to retain any or all wells being drilled or producing oil in quantities deemed paying quantities by them at the time of such forfeiture, together with appurtenances of said wells and sufficient land surrounding each well for the operation thereof, so long as the work of development thereof shall be diligently prosecuted or they shall continue to produce oil in said paying quantities. The wells so retained shall be held subject to all the terms and conditions of

this lease and the right to retain each well shall be severally subject to termination and forfeiture in the same manner and for the same reasons that this lease is herein provided to be forfeited or terminated.

(c). Anything in this lease to the contrary notwithstanding, they shall have, in addition to the rights and privileges hereinbefore granted, the further right and privilege at any time during the life of this lease, upon the payment to the Lessor of the sum of Twentyfive (\$25.00) Dollars to surrender up, terminate and cancel this lease, either in whole or in part. If the Lessees surrender, terminate and cancel this lease only in so far as it affects a portion of the premises hereby leased, the number of wells herein agreed to be drilled by the Lessees shall be reduced in the proportion that the area so surrendered bears to the total area herein and hereby leased. The portion of the leased area not so surrendered, including all wells thereon, shall be held subject to all the terms and conditions of this lease. Such surrender shall not operate to relieve Lessees of their obligation to make any payments herein provided for which are then due and payable and/or to pay and discharge all claims against them for labor and materials done and furnished by or for them on said premises.

III.

As a part of the consideration of this lease, it is hereby mutually stipulated, understood and agreed that the Lessor shall have and is expressly granted the following rights and privileges, to-wit:

a. The Lessor, either directly or through agents or representatives, shall have the right without let or hindrance whatsoever, at all reasonable times and during business hours, to examine and inspect the books, accounts and records herein agreed to be kept by said Lessees; to enter upon the leased premises and inspect Lessees' works, tanks, and appliances; and to examine, guage and meter the oil, gas or products produced, found or saved under this lease.

b. The Lessor shall have, in case of forfeiture of this lease, the right to purchase at a fair, reasonable value thereof, any or all improvements placed upon said leased premises by the Lessees, such price to be determined by arbitration in case the parties cannot agree, in which event each party shall select an arbitrator, and if these two cannot agree upon the price, the two arbitrators shall select a disinterested competent third arbitrator, and the decision of any two shall be final and binding upon the parties hereto.

(c). Upon the failure of the Lessees to commence the drilling of the first well within the time herein specified, this lease shall ipso facto and without notice cease and ~~without notice terminate~~ terminate; upon the failure of the Lessees to pay any rentals or royalties herein provided for, and the continuance of such failure for ten (10) days after written notice thereof from the Lessors, this lease shall terminate, and upon the failure of the Lessees to comply with any other covenant in this lease, and the continuance of such failure for ninety (90) days after written notice thereof from the Lessor, specifying the covenant or covenants which the Lessees have failed to perform, this lease shall terminate, subject, however, to the provisions of sub-paragraph "b" of Paragraph II hereof.

(d). The Lessor shall have the right to the use of water from any well drilled by the Lessees on said premises, not required or used by the Lessees, in their operations hereunder, and the right to pump such water well or wells, during such period as the same may not be pumped or operated by the Lessees, but at the Lessor's sole cost and expense.

(e). The Lessor shall have the right to use for domestic purposes on the leased premises natural gas produced on said premises, and not required or used by the Lessees in their operations hereunder, all connections and pipe lines necessary for said use by the Lessor to be furnished and installed by and at the sole cost and expense of the Lessor.

IV.

It is mutually stipulated, understood and agreed by and between the parties hereto that notwithstanding anything otherwise contained herein, or to the contrary appearing, that

(a). Strikes, lockouts, unavoidable accidents, inability to secure necessary, essential material by reason of the fact that same are not obtainable in open market, and/or other conditions over which Lessees have no control, shall severally be taken and deemed as sufficient cause for delay to the extent that they necessarily delay the performance of any act or operation required by this lease to be performed, and shall ipso facto operate as an extension of time for the performance of such act.

(b). Time consumed in cleaning, repairing, deepening or improving any producing well or its necessary appurtenances shall not be taken or deemed as an interruption of the covenant requiring continuous operation of producing wells; that so long as the base price of oil at the well shall be seventy-five (\$0.75) cents or less, per barrel, that circumstances shall ipso facto suspend the obligation of the Lessees to commence or to continue the drilling of wells and/or operation of producing wells, but the obligation of the Lessees to continuously operate producing wells may be suspended if and for such period only as Lessees or owners of adjoining properties suspend the operations of producing wells adjoining the boundary line of the premises hereby leased.

(c). Any notice and/or statement herein required to be given or furnished by one party to the other shall be in writing. Delivery of such written notice and/or statement to the Lessor shall be conclusively taken as sufficient if and when personally left at, or deposited in the United States mail, registered, addressed to Lessor at the City Hall, San Diego, California, and delivery of such notice and/or statement to the Lessee shall be conclusively taken as sufficient if and when personally left at, or deposited in the United States mail, registered, addressed to Lessees at 303 Union Building, San Diego, California. Any party hereto may by written notice, change his or its address to any other location.

(d). All ways, roads, tracks, reservoirs, tanks, pipe lines, and similar works and appliances shall for the purpose of this lease be taken and deemed as an appurtenant of each well being drilled or producing oil so long as and to the extent that they are used in the maintenance or construction of such well or the handling or storing of the products thereof.

(e). In the event the Lessees shall surrender to the Lessor a portion of the premises hereby leased, the Lessor shall not drill or allow others to drill upon such portion so surrendered any well or wells within 600 feet of any well retained by the Lessees upon the leased premises not so surrendered.

(f). Upon the termination of this lease, for any cause, Lessees shall have the right for ninety (90) days after such termination within which they may remove from said premises all tools, machinery, fixtures and appliances of every kind placed thereon or therein by them and not purchased by the Lessor as herein provided.

(g). Anything in this lease to the contrary notwithstanding it is agreed that in the event any provisions of this lease prove to be in conflict with the provisions of any existing or future ordinance of any city, city and county, or town, or county, within the corporate limits of which the premises hereby leased are now, or may by some future act of incorporation, be situated, the failure on the part of the Lessees to comply with such provisions of this lease so conflicting with the provisions of such ordinance, shall not be construed as a breach of such conditions; the understanding and agreement being that all such existing and future ordinances and regulations affecting the operations of Lessees of oil and gas lands within such corporate limits shall be deemed to be a part of this lease and shall control the operation of the Lessees under this lease.

(h). All the terms and conditions hereof shall be binding upon and accrue to the benefit of the heirs, executors, successors and assigns of the respective parties hereto,

and an acceptance of an assignment hereof by any assignee shall be construed as a promise on the part of assignee to be bound by and perform all of the Lessees' covenants herein contained. Should the City of San Diego sell any part of the land covered by this lease, the instrument conveying title thereto shall make such reference to this lease as will protect the rights of the Lessees whether this lease be of record or not.

I hereby approve the form of the within Lease, this 10 day of September, 1927.

JAS. E. O'KEEFE, City Attorney
By FRANK M. DOWNER, JR., Deputy
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 12th day of September, 1927.

S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT
Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

H. R. PECKHAM
A. R. FOSTER
F. W. STEARNS,
Lessees.

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. R. Peckham, A. R. Foster and F. W. Stearns, being Document No. 212142.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
By *August M. Nordstrom* Deputy.

A S S I G N M E N T O F O P T I O N

KNOW ALL MEN BY THESE PRESENTS: That I, Robt. F. Cowles, of San Diego County, California, in consideration of the sum of Fifty Dollars (\$50.00), the receipt whereof is hereby acknowledged, have sold, assigned, transferred and conveyed and by these presents do sell, assign, transfer and convey unto THE CITY OF SAN DIEGO, CALIFORNIA, its successors or assigns, all my right and interest in and to that certain option or order No. 153217 with Union Title Insurance Co. dated December 28th, 1925, from Charles M. and Lillian M. Wheeler to Robt. F. Cowles, granting the right to purchase within sixty days, for the sum of Five Thousand Five Hundred Dollars (\$5,500.00), the following described real estate situated in San Diego County, California, to-wit:

All of Lots 126, 127, 128 and 129, Lakeside Farms, according to Map thereof No. 1204 filed in the office of the County Recorder.

WITNESS my hand this 28th day of December, 1925.

ROBT. F. COWLES

STATE OF CALIFORNIA)

: SS.

COUNTY OF SAN DIEGO)

Before the undersigned, a Notary Public in and for San Diego County, California, personally appeared Robt. F. Cowles, known to me to be the person who subscribed the foregoing Assignment of Option to Purchase Real Estate, and acknowledged that he executed said assignment.

WITNESS my hand and Notarial Seal this 28th day of December, 1925.

(SEAL)

FRANK M. DOWNER, JR.,

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

(My Commission expires
July 30, 1929).

RECORDED AT REQUEST OF City Clerk OCT. 5, 1927 at 30 Min. past 10 o'clock A.M.,
In Book No. 1367 Page 410 of Deeds, Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment of Option from Robt. F. Cowles, to the City of San Diego, being Document No. 186758.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
By *August M. Nordstrom* Deputy.

L E A S E

THIS AGREEMENT OF LEASE, by and between THE CITY OF SAN DIEGO, California, Lessor, and A. B. FOSTER, Lessees, WITNESSETH:

The City of San Diego, pursuant to Ordinance No. 10667, passed and adopted August 23, 1926, hereby demises and lets to A. B. FOSTER, the following described real estate situated in the County of San Diego, State of California, to-wit:

The northwest quarter; the southwest quarter Section 14; the northwest quarter; south half of the northeast quarter; north half of the southwest quarter; northwest quarter of the southeast quarter and southwest quarter of the southwest quarter, Section 23; the northeast quarter; the south half of the northwest quarter; north half of the southwest quarter of the northwest quarter; south half of the northwest quarter; northwest quarter of the southwest quarter, Section 26; all in Township 12 South, Range 1 East, S.B.B. & M., known as the Pamo Reservoir Site, and containing 1200 acres; more or less.

This lease is for a period or term ending November 30, 1935, unless sooner terminated as herein provided, and the demised premises are to be used for agricultural purposes and not otherwise.

The rental for the premises leased shall be the sum of one hundred and fifty dollars (\$150.00) per year, payable annually in advance during the term of said lease.

This lease is not assignable nor transferable without the consent of the Common

Council, and the City reserves the right to terminate this lease at any time before the expiration of the term above specified upon payment to the lessees of the reasonable damage they may sustain by reason of such termination.

Lessees covenant to make prompt payment of the rental reserved herein and to peaceably surrender the demised premises at the expiration of the term hereof.

Dated July 5th, 1927.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, DEPUTY

THE CITY OF SAN DIEGO

By S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.
Lessor.

A. B. FOSTER, Lessees.

I hereby approve the form of the foregoing Lease, this 15 day of June, 1927.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, JR., 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 A. B. Foster, being Document No. 208967.

ALLEN H. WRIGHT, City Clerk

By *August M. Nordstrom*
Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the 25th day of July, 1927, by and between THE CITY OF SAN DIEGO, California, a municipal corporation, hereinafter designated the Lessor, and S. R. ALLEN and GEO. W. GIBSON, hereinafter designated the Lessees, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents to be paid by the Lessees as hereinafter set forth, and in consideration of the covenants of the Lessees, hereinafter set out and their faithful performance by such Lessees, and upon and subject to the terms, conditions and reservations herein set forth, hereby sublets unto the Lessees that certain real property situated in the County of San Diego, State of California, and particularly described as follows, to-wit:

All that real property situate in the County of San Diego, State of California, and more particularly described as follows: Lots One Hundred and Twenty-six (126), One Hundred and Twenty-seven (127), One Hundred and Twenty-eighth (128), and One Hundred and Twenty-nine (129) of Lakeside Farms, in the County of San Diego, State of California, according to Map thereof No. 1204 on file in the Recorder's office of the County of San Diego, State of California.

Subject, however, to all easements, encumbrances and liens of every kind, nature and description whatsoever, existing against or in respect to said property; for the term of three years ending December 31, 1929, at a rental of seventy-five dollars (\$75.00) for the first year; one hundred dollars (\$100.00) for the second year; and one hundred dollars (\$100.00) for the third year; payable annually in advance.

In consideration of the premises the Lessees agree with the Lessor as follows:

(a) That the Lessees will pay the said rental promptly at the times when the same shall become payable, as above provided; that Lessees will cultivate the lands above described during the said term, and care for the same and the crops thereon according to the rules of good husbandry; that Lessees will at all times, and at Lessees' own cost and expense, keep the buildings and other improvements on said demised premises in good repair and condition; that Lessees will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings or improvements thereon.

(b) That Lessees will fully and faithfully keep and observe each and all of the terms and conditions of this agreement to be kept or observed, and that upon the expiration of said term, or earlier termination thereof, Lessees will surrender the said demised premises, and each and every part thereof, without demand or notice and in as good condition as the same are in at the time of the execution of this lease, wear and tear and damage by the elements excepted.

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, that, anything herein to the contrary notwithstanding, the Lessor shall have and said Lessor hereby reserves the right to terminate this Lease at any time and take possession of the said demised premises, and every part thereof; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessees at least thirty days' notice of Lessor's intention so to do. Such notice may be served upon the Lessees personally, or it may be left with some person in charge of said demised premises, or may be posted on said demised premises; and said Lessor shall pay to the Lessees a sum which shall be sufficient to compensate the Lessees for the damage which the Lessees may suffer by reason of the termination of said lease by the Lessor, as above provided, prior to the expiration of the term as herein fixed; if the Lessor and the Lessees cannot agree upon the amount of such compensation, then it shall be determined by a board of arbitrators to consist of three members, one of whom shall be chosen by the Lessor and one by the Lessees, and the two so chosen shall select a third. A decision of the majority shall be binding upon the parties hereto.

The Lessees shall not have the right to make, or suffer to be made, any alterations in said premises or the buildings or improvements thereon, without first obtaining in each instance the written consent thereto by the Lessor, nor shall the Lessees have the right to underlet said premises, or any part thereof, or to assign this lease without first obtaining in each instance the written consent thereto by the Lessor.

The Lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same and of the crops and improvements thereon.

It is agreed that if any default shall be made by the Lessees in the payment of any rent promptly when the same shall become due according to the terms hereof, or in respect to the performance or observance of any covenants, term or condition of this lease to be kept or observed by the Lessees, the Lessor shall have the right to terminate this lease and to enter upon said premises and take possession of the same, and of each and every part thereof, and the Lessees shall peaceably surrender full possession of said premises to the Lessor.

It is understood and agreed that a waiver by the Lessor of any default hereunder shall not be considered nor held to be a waiver of any subsequent or other default, and also

that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

IT IS FURTHER UNDERSTOOD AND AGREED that if the Lessees shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessees to be kept, observed or performed, Lessees will in such case pay to the Lessor the expenses and costs incurred by the Lessor in any action which may be commenced by the Lessor, based on or arising out of any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement as of 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

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council
of said City.

Lessor.

S. R. ALLEN

GEO. W. GIBSON,

Lessees.

I hereby approve the form of the foregoing Lease, this 22 day of July, 1927.

S. J. HIGGINS, City Attorney.

By FRANK M. DOWNER, JR., 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 S. R. Allen & Geo. W. Gibson, being Document No. 209812.

ALLEN H. WRIGHT, City Clerk

By *August M. Wadstrom*
Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into as of the 11th day of September, 1927, pursuant to Ordinance No. 11246 of the City of San Diego, passed and adopted August 22, 1927, by and between THE CITY OF SAN DIEGO, lessor, and G. H. LEWIS, lessee, WITNESSETH:

The City of San Diego has demised and let, and by these presents does demise and let unto G. H. Lewis for a period of one year from and after September 11, 1927, the following described real estate, situated in the County of San Diego, State of California, to-wit:

Pueblo Lot 1240 of the Pueblo Lands of The City of San Diego.

The Lessee covenants and agrees to pay as rental for said land, the sum of Thirty Dollars (\$30.00) in advance, and that the demised premises shall be used for grazing and pasturage purposes only. Failure to pay the rent reserved or any use of the premises other than for grazing and pasturage purposes shall be sufficient ground for the cancellation of this lease.

This lease is not assignable without the consent of The City of San Diego expressed by ordinance.

IN WITNESS WHEREOF, The City of San Diego has caused this lease to be executed by a majority of the members of the Common Council and the Lessee has hereto set his hand this 26th day of September, 1927.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council
Lessor

I HEREBY APPROVE THE FORM OF THE WITHIN LEASE THIS 15 (G. H. LEWIS, Lessee. (Deputy City day of September 1927 JAS. E. O'KEEFE, City Attorney, By FRANK M. DOWNER, JR., (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 G. H. Lewis, being Document No. 211147.

ALLEN H. WRIGHT, City Clerk

By *August M. Wadstrom*
Deputy

A G R E E M E N T

THIS INDENTURE OF AGREEMENT, made and entered into this 1st day of September, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter known as "City", and EDWARDS, WILDEY & DIXON COMPANY, a co-partnership, hereinafter known as "Contractor," WITNESSETH:

WHEREAS, on, to-wit, the 7th day of February, A.D. 1927, the parties hereto entered into a certain contract for the construction of Sutherland Dam and Spillway, Outlet Works and Road, on the Santa Ysabel Creek, in San Diego County, California, said contract being on file in the office of the City Clerk of The City of San Diego, California, and being identified as Document No. 200853, in said office; and

WHEREAS, excavation work under the terms of said contract has disclosed bedrock CONDITIONS IN THE Foundation and abutments of said dam, which, in the opinion of the City Engineer, are of uncertain, if not unsatisfactory, character, requiring further exhaustive investigation and exploration at said site and adjacent sites advisable before further proceeding with said work under the terms of said contract; and

WHEREAS, said City desires, and has requested of said Contractor a cessation of work under the terms of said contract for a period of thirty (30) days, or less, pending such further investigations and explorations; and

WHEREAS, such cessation will cause a certain amount of direct and unavoidable cost to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein by the respective parties undertaken, and of other considerations not herein mentioned, said parties covenant and agree as follows:

(1) There shall be suspension by the Contractor of all work now being conducted under the terms of said contract for a period of thirty (30) days, or less, from and after Thursday, the first day of September, 1927.

(2) In consideration of such suspension, said City agrees to compensate said Contractor at the rate of Four Hundred Fifty-six and 71/100 Dollars (\$456.71) per day during said suspension period, payable on or before the 10th of October, 1927, which period shall terminate October 1, 1927, or sooner, upon the delivery to said Contractor of written notice of termination by the Resident Engineer of said City. The compensation herein provided shall be paid irrespective of any rights or claims of either party under contract, Document No. 200853.

(3) That it is specifically agreed and understood by the parties hereto that each and every right and privilege, either expressed or implied, by and under the terms of said contract, hereinbefore referred to as Document No. 200853, shall remain undiminished and inviolate during said period of cessation of work, and that this agreement shall in no manner, nor to any extent change, diminish or otherwise modify the rights of said parties, or of either of them, under the terms of said contract, except that it is hereby agreed that the time for performance of Contract, Document No. 200853 is hereby extended for a number of days equal to the number of days of actual suspension plus fifteen days. Such extension shall be in addition to any other extension heretofore or hereafter granted.

(4) This agreement shall be binding only upon its execution duly and regularly made by the parties hereto, and the approval thereof by The Fidelity & Guaranty Company of Maryland, surety upon the bonds provided for in said contract.

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 by L. E. DIXON, one of the members of the co-partnership, doing business under the firm name and style of EDWARDS, WILDEY & DIXON COMPANY, the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.
EDWARDS, WILDEY & DIXON COMPANY, a
Co-partnership.
By L. E. DIXON

I hereby approve the form of the foregoing agreement, this 1st day of September, 1927.

APPROVED:
(SEAL)

FRANK M. DOWNER, JR., Deputy City
Attorney.
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By CHARLES M. TOBIN, Attorney-in-Fact
Surety.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between The City of San Diego and Edwards, Wildey & Dixon Company, being Document No. 211848.

ALLEN H. WRIGHT, City Clerk

By *August M. Hadstrom*

Deputy.

O P T I O N

THIS AGREEMENT, made this 3rd day of September, A.D. 1927, by and between FRANK W. STAFFORD and CATHERINE E. STAFFORD, husband and wife, hereinafter designated as Sellers, and THE CITY OF SAN DIEGO, California, hereinafter designated as Buyer, WITNESSETH:

That the Sellers, in consideration of the sum of fifty dollars (\$50.00) in hand paid, receipt whereof is hereby acknowledged, do hereby grant to the said Buyer the sole and exclusive option, until February 1, 1928, to purchase from the property hereinafter described, upon the terms and conditions herein set forth. The whole purchase price shall be the sum of Eighteen Thousand Dollars (\$18,000.00); and ten per cent. (10%) thereof, less the sum of fifty dollars paid upon the execution hereof, shall be paid at such time as the Sellers shall furnish and deposit with Union Title Insurance Co. a certificate of title together with a good and sufficient deed free of all encumbrances to the premises hereafter described, in favor of the Buyer, and the balance shall be paid, if the Buyer exercises its option on or before the 1st day of February, 1928, for the use and benefit of the Sellers, to the said Union Title Insurance Co., which is thereupon authorized and directed to deliver said deed and certificate to the Buyer.

The Sellers warrant that they are able to, and agree to furnish the certificate and deed herein mentioned, at their own expense and without undue delay, and the Buyer agrees to make prompt payment of the balance of the ten per cent. (10%) of the purchase price, upon notice from the Union Title Insurance Co. that such certificate of title and deed have been made and deposited.

An executed copy of this option to be delivered to Union Title Insurance Co., and upon acceptance to constitute its instructions from both parties.

The property herein referred to is described as follows, but such description is authorized to be changed in said deed, the purpose of the description herein being to designate the land intended to be conveyed;

The N.E. 1/4 of the N.E. 1/4 South of Road; the S.E. 1/4 of N.E. 1/4 South and East of Road; and the N.E. 1/4 of S.E. 1/4, all in Section 30, Township 14 South, Range 1 East, S.B.M., in the County of San Diego, State of California; together with all improvements now situate thereon or thereto appertaining; also, any and all water rights of whatsoever nature or kind belonging to and appurtenant to said lands; and grantors covenant that such rights have not been severed from said land nor heretofore conveyed.

This option shall extend to the heirs, executors, administrators and assigns of the parties hereto.

Failure to exercise this option on the part of the Buyer shall authorize sellers to retain the ten per cent. (10%) of the purchase price as liquidated damages; otherwise it shall apply upon the purchase price.

Executed in triplicate original, and dated at San Diego, Calif., this 3rd day of September, 1927.

FRANK W. STAFFORD

Sellers
THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.
STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO,)

FRANK W. SEIFERT
Members of the Common Council
Buyer.

On this 3rd day of September in the year one thousand nine hundred and 27 before me, J. B. McLEES, County Clerk and ex-officio Clerk of the Superior Court in and for said County, which is a court of record having a seal, personally appeared Frank W. Stafford known to me to be the person described in and whose name is subscribed to and who executed the annexed instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court at my office in the County of San Diego, the day and year in this Certificate first above written.

J. B. McLEES

SEAL) County Clerk and Ex-Officio Clerk of the Superior
I HEREBY APPROVE THE FORM OF THE (Court
WITHIN AGREEMENT THIS 6 DAY OF SEPT- (By J. G. GRUEBELE, Deputy.
EMBER 1927 FRANK M. CROWNER, JR., Deputy City Attorney

RECORDED AT REQUEST OF City Clerk SEP. 7 1927 at 30 Min. past 3 o'clock P.M., IN
Book No. 1384 Page 167 of Deeds (Agmts), Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, 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 Frank W. Stafford and Catherine E. Stafford,
being Document No. 211939.

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

By August M. Hadstrom Deputy.

O P T I O N

THIS AGREEMENT, made this 2d day of September, A.D. 1927, by and between H. O. BROWN and NELLIE F. BROWN, husband and wife, hereinafter designated as Sellers, and THE CITY OF SAN DIEGO, California, hereinafter designated as Buyer, WITNESSETH:

That the Sellers, in consideration of the sum of Fifty Dollars (\$50.00), in hand paid, receipt whereof is hereby acknowledged, do hereby grant to the said Buyer the sole and exclusive option, until February 1, 1928, to purchase from them the property hereinafter described, upon the terms and conditions herein set forth. The whole purchase price shall be the sum of Ten Thousand Dollars (\$10,000.00); and ten per cent. (10%) thereof, less the sum of Fifty Dollars (\$50.00) paid upon the execution hereof, shall be paid at such time as the Sellers shall furnish and deposit with Union Title Insurance Co. a certificate of title together with a good and sufficient deed free of all encumbrances to the premises hereafter described, in favor of the Buyer, and the balance shall be paid, if the Buyer exercises its option, on or before the 1st day of February, 1928, for the use and benefit of the Sellers, to the said Union Title Insurance Co., which is thereupon authorized and directed to deliver said deed and certificate to the Buyer.

The Sellers warrant that they are able to, and agree to furnish the certificate and deed herein mentioned, at their own expense and without undue delay, and the Buyer agrees to make prompt payment of the balance of the ten per cent. (10%) of the purchase price, upon notice from the Union Title Insurance Co. that such certificate of title and deed have been made and deposited.

An executed copy of this option to be delivered to Union Title Insurance Co., and upon acceptance to constitute its instructions from both parties.

The property herein referred to is described as follows, but such description is authorized to be changed in said deed, the purpose of the description herein being to designate the land intended to be conveyed:

All that real property situated in the County of San Diego, State of California, described as follows: The West One-Half (W. 1/2) of that piece or parcel of land bounded and described as follows: Beginning at a stone at the southerly edge of the County Road as located August 15, 1917, 301 feet south of the Southwest corner of the SE 1/4 of the SW 1/4 of Section 30, Township 14 South, Range 1 East, S.B.M., and running thence South 124 feet to a stone 14 x 12 x 6 inches; thence East 545 feet to a stone 22 x 7 x 5 inches; thence N. 565 feet to a stone (flint) 8 x 5 x 6 inches, at the Southerly edge of the County Road; thence Westerly and Southwesterly along the Southerly edge of the County Road 680 feet to the point of beginning; together with all improvements now situate thereon or thereto appertaining;

Also, any and all water rights of whatsoever nature or kind belonging to and appurtenant to said lands; and grantors covenant that such rights have not been severed from said land nor heretofore conveyed.

This option shall extend to the heirs, executors, administrators and assigns of the parties hereto.

Failure to exercise this option on the part of the Buyer shall authorize Sellers to retain the ten per cent. (10%) of the purchase price as liquidated damages; otherwise it shall apply upon the purchase price.

Executed in triplicate original, and dated at San Diego, Calif., this 2d day of September, 1927.

H. O. BROWN
NELLIE F. BROWN
Sellers
THE CITY OF SAN DIEGO
By VIRILIO BRUSCHI

S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT

Members of the Common Council.
Buyer.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

STATE OF CALIFORNIA)

: SS.

COUNTY OF SAN DIEGO)

On this 2d day of September in the year one thousand nine hundred and 27 before me, J. B. McLEES, County Clerk and ex-officio Clerk of the Superior Court in and for said County, which is a court of record having a seal, personally appeared H. O. Brown and Nellie F. Brown known to me to be the persons described in and whose names are subscribed to and who executed the annexed instrument, and acknowledged to me that they executed the same.

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

J. B. McLEES,
County Clerk and Ex-Officio Clerk of the Superior
Court.

(SEAL) I HEREBY APPROVE the form of the foregoing Option (By J. G. GRUEBELE, Deputy.
Agreement this 6 day of September, 1927. FRANK M. DOWNER, JR., Deputy City Attorney.
RECORDED AT REQUEST OF City Clerk SEP. 7 1927 at 30 Min. past 3 o'clock P.M., In
Book No. 1381 Page 160 of DEEDS, RECORDS of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Option, between The City of San Diego and H. O. Brown and Nellie F. Brown being Document No.
211940.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By August M. Hadstrom Deputy.

OPTION

THIS AGREEMENT, made this 2nd day of September, A.D. 1927, by and between OTTO W.
PORTER and HULDA PORTER, husband and wife, hereinafter designated as Buyer, WITNESSETH:

That the Sellers, in consideration of the sum of Fifty Dollars (\$50.00), in hand
paid, receipt whereof is hereby acknowledged, do hereby grant to the said Buyer the sole and
exclusive option, until February 1, 1928, to purchase from them the property hereinafter de-
scribed, upon the terms and conditions herein set forth. The whole purchase price shall be
the sum of Six Thousand Five Hundred Dollars (\$6,500.00); and ten per cent. (10%) thereof,
less the sum of Fifty Dollars paid upon the execution hereof, shall be paid at such time as
the Sellers shall furnish and deposit with The Union Title Insurance Co. a certificate of
title together with a good and sufficient deed free of all encumbrances to the premises here-
after described, in favor of the Buyer, and the balance shall be paid, if the Buyer exercises
its option, on or before the 1st day of February, 1928, for the use and benefit of the Sellers,
to the said Union Title Insurance Co., which is hereupon authorized and directed to deliver
said deed and certificate to the Buyer.

The Sellers warrant that they are able to, and agree to furnish the certificate and
deed herein mentioned, at their own expense and without undue delay, and the Buyer agrees to
make prompt payment of the balance of the ten per cent. (10%) of the purchase price, upon not-
ice from the Union Title Insurance Co. that such certificate of title and deed have been made and
deposited.

An executed copy of this option to be delivered to Union Title Insurance Co., and
upon acceptance to constitute its instructions from both parties.

The property herein referred to is described as follows, but such description is
authorized to be changed in said deed, the purpose of the description herein being to designate
the land intended to be conveyed;

All that real property situated in the County of San Diego, State of California,
bounded and described as follows: The East One-Half (E. 1/2) of the following described piece
or parcel of land: Beginning at a stone at the southerly edge of the County Road as located
August 15, 1917, 301 feet south of the Southwest corner of the SE 1/4 of the SW 1/4 of Sec-
tion 30, Township 14 South, Range 1 East, S.B.M., and running thence South 124 feet to a
stone 14 x 12 x 6"; thence East 545 feet to a stone 22 x 7 x 5"; thence N. 565 feet to a
stone (flint) 8 x 5 x 6 inches, at the Southerly edge of the County Road; thence Westerly and
Southwesterly along the Southerly edge of the County Road 680 feet to the point of beginning;
together with all improvements now situate thereon or thereto appertaining;

Also, any and all water rights of whatsoever nature or kind belonging to and ap-
purtenant to said lands; and grantors covenant that such rights have not been severed from
said land nor heretofore conveyed.

This option shall extend to the heirs, executors, administrators and assigns of the
parties hereto.

Failure to exercise this option on the part of the Buyer shall authorize Sellers to
retain the ten per cent. (10%) of the purchase price as liquidated damages; otherwise it
shall apply upon the purchase price.

Executed in triplicate original, and dated at San Diego, Calif., this 2 day of
September, 1927.

OTTO W. PORTER
HULDA PORTER
Sellers
THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council,
Buyer

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy
STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO,) ss.

On this 2d day of September in the year one thousand nine hundred and 27 before me,
J. B. McLEES, County Clerk and ex-officio Clerk of the Superior Court in and for said County,
which is a court of record having a seal, personally appeared Otto W. Porter and Hulda Porter
known to me to be the persons described in and whose names are subscribed to and who executed
the annexed instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court
at my office in the County of San Diego, the day and year in this Certificate first above
written.

J. B. McLEES,
County Clerk and ex-officio Clerk of the Superior
Court

(SEAL) I hereby approve the form of the foregoing Option Agreement this 6 day of September
1927.

By J. G. GRUEBELE, Deputy.
FRANK M. DOWNER, JR., Deputy City
Attorney.

RECORDED AT REQUEST OF City Clerk SEP. 7 1927 at 30 Min. past 3 o'clock P.M., In
Book No. 1384 Page 164 of Deeds (Agmts) Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option from Otto W. Porter and Hulda Porter, to the City of San Diego, being Document No. 211941.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.

OPTION

THIS AGREEMENT, made this 2d day of September, A.D. 1927, by and between EDWIN E. GREGG, a single person, hereinafter designated as Sellers, and THE CITY OF SAN DIEGO, California, hereinafter designated as Buyer, WITNESSETH:

That the Sellers, in consideration of the sum of Fifty Dollars (\$50.00), in hand paid, receipt whereof is hereby acknowledged, do hereby grant to the said Buyer the sole and exclusive option, until February 1, 1928, to purchase from them the property hereinafter described, upon the terms and conditions herein set forth. The whole purchase price shall be the sum of Ten Thousand Dollars (\$10,000.00); and ten per cent. (10%) thereof, less the sum of Fifty Dollars paid upon the execution hereof, shall be paid at such time as the sellers shall furnish and deposit with Union Title Insurance Co. a certificate of title together with a good and sufficient deed free of all encumbrances to the premises hereafter described, in favor of the Buyer, and the balance shall be paid, if the Buyer exercises its option, on or before the 1st day of February, 1928, for the use and benefit of the Sellers, to the said Union Title Co., which is thereupon authorized and directed to deliver said deed and certificate to the Buyer.

The Sellers warrant that they are able to, and agree to furnish the certificate and deed herein mentioned, at their own expense and without undue delay, and the Buyer agrees to make prompt payment of the balance of the ten per cent. (10%) of the purchase price, upon notice from the Union Title Insurance Co. that such certificate of title and deed have been made and deposited.

An executed copy of this option to be delivered to Union Title Insurance Co., and upon acceptance to constitute its instructions from both parties.

The property herein referred to is described as follows, but such description is authorized to be changed in said deed, the purpose of the description herein being to designate the land intended to be conveyed:

All that portion of the SW 1/4 of Section 30, Township 14 South, Range 1 East, bounded and described as follows: Commencing at a point on the East line of Lot 3 in said Section 30; which is 2296.2 feet N. 0° 56' W. from the Southeast corner of Lot 4 in said Section, and which said Southeast corner of said Lot 4 is distant along the South line of said Section N. 75° 33' W. 1890.5 feet from the Quarter Section corner on the South line of said Section 30, and which said point of commencement is also described as being S. 0° 56' E. 498.4 feet from the Northeast corner of Lot 3 in said Section 30; which said corner of said Lot 3 bears N. 79° 47' W. 1798.5 feet from the center of said Section 30; thence from said point of commencement, S. 79° 50' E. 1808.6 feet to a point on the East line of said SW 1/4 of said Section 30, which is distant along said line S. 2° 03' E. 499.5 feet from the said center of Section 30; thence S. 2° 03' E. along said East line of said SW 1/4 of Section 30, 547.3 feet; thence S. 53° 43' W. 59.1 feet; thence N. 77° 53' W. 1907.3 feet; thence N. 12° 40' E. 513.6 feet to the point of beginning; containing in all 23.54 acres; together with all improvements now situate thereon or thereto appertaining.

Also, any and all water rights of whatsoever nature or kind belonging to and appurtenant to said lands; and grantors covenant that such rights have not been severed from said land nor heretofore conveyed.

This option shall extend to the heirs, executors, administrators and assigns of the parties hereto.

Failure to exercise this option on the part of the Buyer shall authorize Sellers to retain the ten per cent. (10%) of the purchase price as liquidated damages; otherwise it shall apply upon the purchase price.

Executed in triplicate original, and dated at San Diego, Calif., this 2d day of September, 1927.

EDWIN E. GREGG

Sellers.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

Buyer.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy

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

On this 2d day of September in the year one thousand nine hundred and 27 before me, J. B. McLEES, County Clerk and ex-officio Clerk of the Superior Court in and for said County, which is a court of record having a seal, personally appeared Edwin E. Gregg known to me to be the person described in and whose name is subscribed to and who executed the annexed instrument, and acknowledged to me that he executed the same.

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

J. B. McLEES,

County Clerk and ex-officio Clerk of the Superior Court.

By J. G. GRUEBELE, Deputy.

(SEAL)

I hereby approve the form of the foregoing Option Agreement this 6 day of September, 1927.

FRANK M. DOWNER, JR., Deputy City Attorney

RECORDED AT REQUEST OF City Clerk SEP. 7 1927 at 30 Min. past 3 o'clock P.M., In Book No. 1384 Page 161 of Deeds (Agmts), Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder

By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option from Edwin E. Gregg, to the City of San Diego, being Document No. 211942.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

O P T I O N

THIS AGREEMENT, made this 2nd day of September, A.D. 1927, by and between GUY L. MILLER and MURIEL E. MILLER, husband and wife, hereinafter designated as Sellers, and THE CITY OF SAN DIEGO, California, hereinafter designated as Buyer, WITNESSETH:

That the Sellers, in consideration of the sum of Fifty Dollars (\$50.00), in hand paid, receipt whereof is hereby acknowledged, do hereby grant to the said Buyer the sole and exclusive option, until February 1, 1928, to purchase from them the property hereinafter described, upon the terms and conditions herein set forth. The whole purchase price shall be the sum of Nine Thousand Six Hundred Dollars (\$9,600.00); and ten per cent. (10%) thereof, less the sum of Fifty Dollars paid upon the execution hereof, shall be paid at such time as the Sellers shall furnish and deposit with the Union Title Insurance Co. a certificate of title together with a good and sufficient deed free of all encumbrances to the premises hereafter described, in favor of the Buyer, and the balance shall be paid, if the Buyer exercises its option, on or before the 1st day of February, 1928, for the use and benefit of the Sellers, to the said Union Title Insurance Company, which is thereupon authorized and directed to deliver said deed and certificate to the Buyer.

The Sellers warrant that they are able to, and agree to furnish the certificate and deed herein mentioned, at their own expense and without undue delay, and the Buyer agrees to make prompt payment of the balance of the ten per cent. (10%) of the purchase price, upon notice from the Union Title Insurance Company that such certificate of title and deed have been made and deposited.

An executed copy of this option to be delivered to Union Title Insurance Company, and upon acceptance to constitute its instructions from both parties.

The property herein referred to is described as follows, but such description is authorized to be changed in said deed, the purpose of the description herein being to designate the land intended to be conveyed:

That portion of the NW 1/4 of the SE 1/4 of the SW 1/4 of Section 20, Township 14 South, Range 1 East, S.B.M., in the County of San Diego, State of California, particularly described as follows: Commencing at a point on the North line of the SE 1/4 of the SW 1/4 of said Section 20, 185 feet East of the Northwest corner of said SE 1/4 of the SW 1/4; running thence South and parallel to the West line of said SE 1/4 of the SW 1/4 a distance of 575 feet to a point; thence in a Northeasterly direction to a point on the East line of said NW 1/4 of the SE 1/4 of the SW 1/4; 275 feet South of the North line thereof, measured along said East line; thence North 275 feet to said North line last above mentioned; thence West 475 feet to the point of commencement; together with all improvements now situate thereon or thereto appertaining.

Also, any and all water rights of whatsoever nature or kind belong to and appurtenant to said lands; and grantors covenant that such rights have not been severed from said land nor heretofore conveyed.

This option shall extend to the heirs, executors, administrators and assigns of the parties hereto.

Failure to exercise this option on the part of the Buyer shall authorize Sellers to retain the ten per cent. (10%) of the purchase price as liquidated damages; otherwise it shall apply upon the purchase price.

Executed in triplicate original, and dated at San Diego, Calif., this 2nd day of September, 1927.

GUY L. MILLER
MURIEL E. MILLER
Sellers.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.
Buyer.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

STATE OF CALIFORNIA) ss.
COUNTY OF SAN DIEGO)

On this 2d day of September in the year one thousand nine hundred and 27 before me, J. B. McLEES, County Clerk and ex-officio Clerk of the Superior Court in and for said County, which is a court of record having a seal, personally appeared Guy L. Miller and Muriel E. Miller known to me to be the persons described in and whose names are subscribed to and who executed the annexed instrument, and acknowledged to me that they executed the same.

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

J. B. McLEES,
County Clerk and ex-officio Clerk of the Superior
Court,

(SEAL)

By J. G. GRUEBELE, Deputy.

I hereby approve the form of the foregoing Option Agreement this 6 day of September, 1927.

FRANK M. DOWNER, JR., Deputy City
Attorney.

RECORDED AT REQUEST OF City Clerk SEP. 7 1927 at 30 Min. past 3 o'clock P.M., In Book No. 1384 Page 163 of Deeds (Agmts) Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option from Guy L. Miller and Muriel E. Miller, to the City of San Diego, California, being Document No. 211943.

ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
By August M. Hadstrom Deputy.

O P T I O N

THIS AGREEMENT, made this 6th day of September, A.D. 1927, by and between ALDA M. FERRIS, MARY G. FERRIS and CLAIRE E. FERRIS, hereinafter designated as Sellers, and THE CITY OF SAN DIEGO, California, hereinafter designated as Buyer, WITNESSETH:

That the Sellers, in consideration of the sum of Fifty Dollars (\$50.00), in hand paid, receipt whereof is hereby acknowledged, do hereby grant to the said Buyer the sole and exclusive option, until February 1, 1928, to purchase from them the property hereinafter described, upon the terms and conditions herein set forth. The whole purchase price shall be the sum of Fifteen Thousand Dollars (\$15,000.00); and ten per cent. (10%) thereof, less the sum of Fifty Dollars (\$50.00) paid upon the execution hereof, shall be paid at such time as the Sellers shall furnish and deposit with Union Title Insurance Co. a certificate of title together with a good and sufficient deed free of all encumbrances to the premises hereafter described, in favor of the Buyer, and the balance shall be paid, if the Buyer exercises its option, on or before the 1st day of February, 1928, for the use and benefit of the Sellers, to the said Union Title Insurance Co., which is thereupon authorized and directed to deliver said deed and certificate to the Buyer.

The Sellers warrant that they are able to and agree to furnish the certificate and deed herein mentioned, at their own expense and without undue delay, and the Buyer agrees to make prompt payment of the balance of the ten per cent. (10%) of the purchase price, upon notice from the Union Title Insurance Co. that such certificate of title and deed have been made and deposited.

An executed copy of this option to be delivered to Union Title Insurance Co., and upon acceptance to constitute its instructions from both parties.

The property herein referred to is described as follows, but such description is authorized to be changed in said deed, the purpose of the description herein being to designate the land intended to be conveyed:

All that real property situated in the County of San Diego, State of California, described as follows: The East One-Half of the Southeast One-Quarter of the Southwest One-Quarter of Section Twenty (20), Township 14 S., Range 1 East, twenty acres; also, the West One-Half of the Southeast Quarter of the Southwest Quarter of Section Twenty (20), Township 14 S., Range 1 East; EXCEPTING THEREFROM that portion of the NW 1/4 of the SE 1/4 of the SW 1/4 of said Section 20, particularly described as follows: Commencing at a point on the North Line of the SE 1/4 of the SW 1/4 of said Section 20, 185 feet East of the Northwest corner of said SE 1/4 of the SW 1/4; running thence South and parallel to the West line of said SE 1/4 of the SW 1/4 a distance of 575 feet to a point; thence in a Northeasterly direction to a point on the East line of said NW 1/4 of the SE 1/4 of the SW 1/4, 275 feet South of the North line thereof, measured along said East line; thence North 275 feet to said North line last above mentioned; thence West 475 feet to the point of commencement; together with all improvements now situate thereon or thereto appertaining:

Also, any and all waterrights of whatsoever nature or kind belonging to and appurtenant to said lands; and grantors covenant that such rights have not been severed from said land nor heretofore conveyed.

This option shall extend to the heirs, executors, administrators and assigns of the parties hereto.

Failure to exercise this option on the part of the Buyer shall authorize Sellers to retain the ten per cent. (10%) of the purchase price as liquidated damages; otherwise it shall apply upon the purchase price.

Executed in triplicate original, and dated at San Diego, Calif., this 6th day of September, 1927.

ALDA M. FERRIS
MRS. ALDA M. FERRIS
CLAIRE E. FERRIS
MARY G. FERRIS
by A. M. F.

Sellers.
THE CITY OF SAN DIEGO.
By S. P. McMULLEN
L. C. MAIRE
FRANK W. SEIFERT
Members of the Common Council.
Buyer.

(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 September, A.D. 1927, before me, Leonora Guatelli, a Notary Public in and for the said County, residing therein, duly commissioned and sworn, personally appeared ALDA M. FERRIS, MARY G. FERRIS and CLAIRE E. FERRIS, known to me to be the persons described in, and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)
My Commission Expires
2/28/29

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

I hereby approve the form of the foregoing Option Agreement this 6 day of September, 1927.

FRANK M. DOWNER, JR., Deputy City
Attorney.

RECORDED AT REQUEST OF City Clerk SEP. 14 1927 at 22 Min. past 11 o'clock P.M.,
In Book No. 1384 Page 189 of Deed (Agmts) Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder
By N. C. PARSONS, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option from Alda M. Ferris, et al., to the City of San Diego, being Document No. 211998.

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

By *August M. Hadstrom* Deputy.

L E A S E

THIS AGREEMENT, made and entered into as of the 15th day of May, 1927, by and between THE CITY OF SAN DIEGO, California, acting by and through its Harbor Commission and pursuant to the authority conferred by Ordinance No. 10812 of said City, passed and adopted December 13th, 1926, and SAN DIEGO PLANING MILL, WITNESSETH:

THE CITY OF SAN DIEGO has demised and let, and by these presents does demise and let, upon the conditions hereinafter specified, unto SAN DIEGO PLANING MILL, the following described portion of the tide lands of The City of San Diego, situated and lying on the Bay of San Diego, to-wit:

Commencing at a point on the U. S. Bulkhead Line as established in 1912, said point being distant 3735.42 feet and bearing South 50° 50' East from Station 109 of said bulkhead line; thence North 70° 50' E. a distance of 596.87 feet to the true place of beginning; thence continuing north 70° 50' East a distance of 329.81 feet to a point; thence South 56° 55' east a distance of 223.38 feet to a point of curve whose center distant 30 feet bears South 33° 05' West; thence along said curve to the right a distance of 66.89 feet to a point; thence South 70° 50' West a distance of 304.05 feet to a point; thence North 50° 50' West a distance of 264.35 feet to the true place of beginning; containing an area of 77,356 square feet, more or less;

Also, a strip of land 60 feet in width lying between the southwesterly boundary line of the California Southern Railroad's right-of-way and the northeasterly line of the proposed Belt Street, and extending northwesterly from the northwesterly line of Seventh Street a distance of 270 feet, more or less; containing an area of 16,200 square feet, more or less.

This lease is for a period of twenty years from and after its date, and the City reserves as rent, and the lessee agrees to pay rental as follows:

For the first five years, the sum of one cent (1¢) per square foot per year;

For the second five years, the sum of one and one-half cents (1-1/2¢) per square foot per year;

For the third five years, the sum of two cents (2¢) per square foot per year;

For the fourth five years, the sum of two and one-half cents (2-1/2¢) per square foot per year.

All rental shall be payable monthly in advance on the first day of each month, in equal installments, and failure to promptly pay said rental shall be sufficient ground for the termination of this lease.

The demised premises shall be used for the erection and operation of a planing mill, sash and door factory, and general sale and storage of lumber and building materials, and improvements may be placed on said land by the lessee, consistent with such purposes only.

This lease is not assignable nor transferable in whole or in part without the consent of The City of San Diego duly expressed by ordinance, and the right is expressly reserved to the people of The City of San Diego and the Common Council of The City of San Diego at any time during the term to modify, change or terminate this lease upon payment of damages, based upon the physical value of improvements only to the lessee.

The right is further reserved to the City of San Diego at any time during the term of this lease to change the boundaries thereof, or open streets through and across said demised premises, in accordance with any plan of harbor development adopted by the Common Council.

THE CITY OF SAN DIEGO.

By M. A. GRAHAM

W. P. CRONAN

J. C. McCLURE

Members of the Harbor Commission
Lessor.

SAN DIEGO PLANING MILL

By WM. JAMESON

Lessee.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk

By FRED W. SICK, Deputy.

I hereby approve the form of the foregoing lease, this 13 day of August, 1927.

S. J. HIGGINS, City Attorney

By FRANK M. DOWNER, JR., 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 San Diego Planing Mill, being Document No. 211951

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By *August M. Hadstrom* Deputy.

UNDERTAKING FOR STREET LIGHT- ING

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 Nineteen Thousand Six Hundred and Sixty-four Dollars (\$19,664.00), 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 27th day of September, 1927.

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 INDIA STREET, between the north line of B Street and the north line of Broadway; COLUMBIA STREET, between the north line of B Street and the north line of Broadway; STATE STREET, between the north line of B Street and the north line of Broadway; UNION STREET, between the north line of B Street and the north line of Broadway; FRONT STREET, between the north line of B Street and the north line of Broadway; FIRST STREET, between the north line of B Street and the north line of Broadway; SECOND STREET, between the north line of B Street and the north line of Broadway; 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 Market Street; FIFTH STREET, between the south line of Laurel Street and the north line of J Street; SIXTH STREET, between a point 50 feet north from the north line of B Street and the north line of Island Avenue; SEVENTH STREET, between the south line of B Street and the north line of F Street; EIGHTH STREET, between the south line of B Street and the north line of Market Street; NINTH STREET, between the south line of B Street and the north line of Market Street; TENTH STREET, between the south line of B Street and the north line of Market Street; ELEVENTH STREET, between the south line of B Street and the

north line of Market Street; TWELFTH STREET, between the south line of B Street and the north line of Market Street; B STREET, between a point 50 feet west from the west line of India Street and the west line of Twelfth Street; C STREET, between the east line of India Street and the west line of Twelfth Street; BROADWAY, between the east line of California Street and the west line of Sixteenth Street; E STREET, between the east line of Second Street and the west line of Sixteenth Street; F STREET, between the east line of Columbia Street and the west line of Sixteenth Street (excepting the south side of F Street between Union Street and State Street); and MARKET STREET, between the east line of State Street and the west line of Sixteenth Street; 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 L. M. KLAUBER

(SEAL) ATTEST:

M. B. FOWLER, Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS, Resident Vice-President

(SEAL) ATTEST:

ARCHIE R. GOWAN, Resident Assistant Secretary.

I hereby approve the form of the foregoing Undertaking, this 29th day of September, 1927.

JAS. E. O'KEEFE, City Attorney

By F. McCLENEGHAN, Deputy City Attorney

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 42950, passed and adopted on the 19th day of September, 1927, require and fix the sum of \$19,664.00 as the penal sum of the foregoing Undertaking.

ALLEN H. WRIGHT

City Clerk of The City of San, Diego.

(SEAL)

By

FRED W. SICK, Deputy.

THIS AGREEMENT, made and entered into this 3rd day of October, 1927, 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:

INDIA STREET, between the north line of B Street and the north line of Broadway;
COLUMBIA STREET, between the north line of B Street and the north line of Broadway;
STATE STREET, between the north line of B Street and the north line of Broadway;
UNION STREET, between the north line of B Street and the north line of Broadway;
FRONT STREET, between the north line of B Street and the north line of Broadway;
FIRST STREET, between the north line of B Street and the north line of Broadway;
SECOND STREET, between the north line of B Street and the north line of Broadway;
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 Market

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

Street;
SIXTH STREET, between a point 50 feet north from the north line of B Street and the north line of Island Avenue;

SEVENTH STREET, between the south line of B Street and the north line of F Street;
EIGHTH STREET, between the south line of B Street and the north line of Market

Street;
NINTH STREET, between the south line of B Street and the north line of Market

Street;
TENTH STREET, between the south line of B Street and the north line of Market

Street;
ELEVENTH STREET, between the south line of B Street and the north line of Market

Street;
TWELFTH STREET, between the south line of B Street and the north line of Market

Street;
B STREET, between a point 50 feet west from the west line of India Street and the west line of Twelfth Street;

C STREET, between the east line of India Street and the west line of Twelfth Street;
BROADWAY, between the east line of California Street and the west line of Sixteenth

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

Street;
F STREET, between the east line of Columbia Street and the west line of Sixteenth

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, 1927, to-wit: to and including June 30th, 1928.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report of San Diego Lighting District No. 1", 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 \$15,730.76 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 \$62,923.06 in twelve monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 1 Fund."
And it is further mutually agreed that no part or portion of said sum of \$62,923.06 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 acts amendatory thereof and supplemental thereto, and that in pursuance of said Act an assessment has been levied for said sum of \$62,923.06.

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 \$15,730.76), 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.

(SEAL) ATTEST:
M. B. FOWLER, Secretary.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
By L. M. KLAUBER

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

Members of the Common Council.
JAS. E. O'KEEFE, City Attorney.
By F. McCLENEGHAN, Deputy City Attorney.

I hereby approve the form of the foregoing Contract, this 29 day of September, 1927.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Undertaking For San Diego Lighting District #1, being Document No. 212795.
ALLEN H. WRIGHT,
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.

MATERIAL AND LABOR BOND
KNOW ALL MEN BY THESE PRESENTS, That LUITWIELER PUMPING ENGINE COMPANY, as Principal, and AMERICAN SURETY COMPANY 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 materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Thirty-eight hundred fifty Dollars (\$3850.00), 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, ~~and the said Principal and Surety hereby bind themselves, jointly and severally, firmly by these presents.~~
SIGNED AND SEALED THIS 14th day of September, 1927.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named Luitweiler Pumping Engine 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 reconditioning of eight (8) filter units located at the Lower Otay Filtration Plant, Lower Otay Reservoir, in the County of San Diego, State of California;

In accordance with the plans and 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 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:

(SEAL) ATTEST:
S. E. WOOLON

LUITWIELER PUMPING ENGINE CO.
By F. M. BEESON, Mgr.,
Principal
AMERICAN SURETY COMPANY OF NEW YORK
By A. I. ZIMMERMAN, Resident Vice-President, Surety
I. TAYLOR, Resident Assistant Secy.

(SEAL) ATTEST:
Premium charged for this bond is \$19.25 for the term.
State of California,) ss.
County of Los Angeles,)

On this 14th day of September, A.D. 1927, before me, ELIZABETH T. WELLS a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A. I. ZIMMERMAN personally known to me to be the Resident Vice-President and I. TAYLOR personally known to me to be the Resident Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument

on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(SEAL)
My Commission expires Jun 11 1930
Notary Public in and for the County of Los Angeles, State of California.

I hereby approve the form of the within Bond, this 15 day of Sept., 1927.
JAS. E. O'KEEFE, City Attorney
By FRANK M. DOWNER, JR., Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 26th day of September, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk.
By FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
S. F. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, That LUITWIELER PUMPING ENGINE COMPANY, 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 Nineteen hundred twenty-five Dollars (\$1925.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of September, 1927.

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 reconditioning of eight (8) filter units located at the Lower Otay Filtration Plant, Lower Otay Reservoir, in the County of San Diego, State of 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.

(SEAL) ATTEST:
S. E. WOOLON

LUTWIELER PUMPING ENGINE CO.,
By F. M. BEESON, Mgr.
Principal
AMERICAN SURETY COMPANY OF NEW YORK
Surety.
By A. I. ZIMMERMAN, Resident Vice-President.
I. TAYLOR, Resident Assistant Secy.

(SEAL) ATTEST:

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

On this 14th day of September, A.D. 1927, before me, ELIZABETH T. WELLS a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A. I. ZIMMERMAN personally known to me to be the Resident Vice-President and I. TAYLOR personally known to me to be the Resident Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
My Commission expires JUN 11 1930
(SEAL)
Notary Public in and for the County of Los Angeles, State of California.

I hereby approve the form of the within Bond, this 15 day of September, 1927.
JAS. E. O'KEEFE, City Attorney
By FRANK M. DOWNER, JR., Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 26th day of September, 1927.

(SEAL) ATTEST:
By ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
S. F. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT,
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, State of California, this 26th day of September, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and LUITWIELER PUMPING ENGINE COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description (excepting the new filter sand, which will be furnished by The City of San Diego); necessary or incidental to:

The reconditioning of eight (8) filter units located at the Lower Otay Filtration Plant, Lower Otay Reservoir, in the County of San Diego, State of California; the said work to consist of dismantling the interior of the filters, removing filter beds, concrete and piping, cleaning the shell of all rust, supplying new filter piping according to the specifications hereinafter referred to; re-laying filter beds, placing new sand in filters and

installing necessary outside piping for the installation of rate controllers and including the installation of same; all in accordance with the specifications on file in the office of the Superintendent of the Purchasing Department of The City of San Diego, and as described in Proposal "B" of the Bid of said contractor on file in the office of said Superintendent of the Purchasing Department; a copy of which specifications is hereto attached, marked "Exhibit A," and made a part hereof.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

For the sum of seven thousand seven hundred dollars (\$7700.00).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of seven thousand seven hundred dollars (\$7700.00); said payments to be made as follows:

Upon completion of each unit of the said work, and the acceptance of the same by the Supervisor of Water Impounding of The City of San Diego, eighty-five per cent. (85%) of the contract price for installing the said individual unit shall be paid said contractor, and fifteen per cent. (15%) of the whole contract price shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of all of the work to be performed under this 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, 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 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 Supervisor of Water Impounding 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 said 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 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 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 Supervisor of Water Impounding, 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 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 - - the day and year in this agreement first above written.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

(SEAL) ATTEST:

S. E. WOOLON

LUITWIELER PUMPING ENGINE CO.

By F. M. BEESON, Mgr.

Contract this 13 day of September, 1927.

JAS. E. O'KEEFE, City Attorney.

By FRANK M. DOWENR, JR., Deputy City Attorney.

EXHIBIT A.
SPECIFICATIONS FOR RE-CONDITION-
ING FILTER UNITS AT THE LOWER OTAY
FILTRATION PLANT.

Work to be done under these specifications is located at the Lower Otay Filtration Plant, Lower Otay Reservoir, San Diego County, California.

Work to be commenced immediately upon acceptance of bid and completion to be not longer than one week per unit.

Number of units to be re-conditioned: eight (8).

Bidder should state price per unit, on four (4) units and eight (8) units.

Contractor is to perform all labor, furnish all material, tools and equipment, do all hauling necessary for completing the work in a workmanlike manner and satisfactory to the Supervisor of Water Impounding, of the City of San Diego.

Work to consist of dismantling the interior of the filters, removing filter beds, concrete and piping, cleaning the shell of all rust, supplying new filter piping according to the following specifications, re-laying filter beds, supplying new filter sand and install necessary outside piping for the installation of rate controllers and including the installation of same.

1. Inside Piping. Inside piping shall consist of eight (8) inch galvanized iron header with three (3) inch blow-off valve connection at the cap end of the header terminating at the outside of the filter shell and supplied with three (3) inch gate valve. The header shall be drilled and tapped with 1-1/4" holes spaced not more than 9 inches from center to center and 180° apart. The laterals shall be 1-1/4" galvanized iron pipe capped on one end and drilled with two rows of 1/4" holes bushed with bronze eyelet strainers spaced not more than 6 inches apart, drilled and tapped 45° from the vertical center line, and each lateral shall be of such length as to come within one inch of the shell, when installed. The eyelet openings shall not be less than 1/4 inch nor more than 9/32 of inch in diameter.

2. Outside Piping. The present influent filter piping shall be dismantled and an 8 inch standard iron pipe substituted of such length that a diaphragm rate controller can be installed on same, the piping to extend to the center of the crown of the filter shell terminating at the center of the distributing trough.

3. Rate Controllers. Each unit shall be equipped with a diaphragm type rate controller with a variable orifice control automatic in action and capable of being regulated for the maximum flow for the capacity of the present filter and adjustable for varying flows of from 50 to 650 G.P.M.

4. Filter Beds. Filter beds shall be installed in each unit, consisting of gravel layers depth of not less than 20 inches, such gravel to be of uniform sizes, rounded in shape, free from sedimentary material; the coarse gravel to be not less than 8 inches in depth and of a size not larger than 1-1/2 inches nor smaller than 3/4 inches. Fine gravel to be rounded in shape, uniform of size, free from sedimentary material and shall be placed to a depth of not less than 12 inches above the coarse gravel and shall not be larger in size than 3/8 inch and not smaller than 1/8 inch. Filter sand shall be placed to a depth of not less than 30 inches above the fine gravel layer and shall consist of a uniform quartz sand, rounded in shape, free from sedimentary material and shall on analysis have an effective size of from .35 to .40 m.m. and uniformity coefficient of from 1.8 to 2.0. Sample of sand shall be subject to analysis of the City Laboratory and subject to inspection; and, if found not satisfactory, shall be rejected. If gravel from the dismantled filter units is to be used, same shall be washed, and regraded according to the above mentioned sizes and shall be subject to inspection of the Supervisor.

5. Materials and Supplies. All materials, supplies, tools, etc. shall be furnished by Contractor and delivered to the works at Contractor's expense.

6. Labor. All labor costs in connection with the work shall be furnished by Contractor and sufficient labor shall be employed to perform the work without delay, as time is the essence of this contract. City will provide unfurnished quarters for contractor's employees and furnish meals at the rate of \$2.25 per day.

7. General Requirements. The work is to be done in such a manner that it will not interfere with the operation of the filter plant and upon completion of the work premises shall be left in their original state of cleanliness and satisfactory to the Supervisor. The Contractor shall familiarize himself with all the local ordinances covering the employment of labor in the City of San Diego and shall satisfy the City as to his responsibility and exhibit certificates showing compensation, liability insurance, as required under the statutes of the State of California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract, between The City of San Diego and Luitwieler Pumping Engine Co., being Document No. 212480.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

ACCEPTANCE OF ASSIGN-
MENT OF LEASE.

San Diego, California,
September 19th, 1927.

To the Honorable, the Common Council,
San Diego, California.
Gentlemen:

The undersigned San Diego Rapid Auto Laundry, doing business at 915 West Broadway, San Diego, California, hereby accepts the terms of the O. J. Hall assignment, pursuant to Ordinance No. 10994 and Ordinance No. 11117.

THE SAN DIEGO RAPID AUTO LAUNDRY
By E. R. PARSONS, President.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Acceptance of Assignment of Lease, being Document No. 212398.

ALLEN H. WRIGHT,

City Clerk of the City of San Diego, California.

By August M. Hadstrom Deputy.

B O N D

The premium charged for this bond of 6.60 dollars for the term thereof.

KNOW ALL MEN BY THESE PRESENTS, that GENERAL CHEMICAL COMPANY, 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 SIX HUNDRED SIXTY Dollars (\$660.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of Sept., 1927.

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 80 tons of Sulphate of Alumina, two carloads of 80,000 pounds each; delivery f.o.b. City spur track California, and Grape Streets, 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.

GENERAL CHEMICAL COMPANY
PHIL. A. OLSON, Branch Manager,
Principal.

Subscribed and sworn to before
me this 29th day of September, 1927.

F. I. ANDERSON
(SEAL) Notary Public In and for
the County of Los Angeles,
State of California.

(SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
By CECILIA STORY, Attorney
Surety.

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

On this 29th day of September in the year One Thousand Nine Hundred and twenty seven 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 30 day of Sept., 1927.

JAS. E. O'Keefe, City Attorney.
By FRANK M. DOWNER, JR.,
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 October, 1927.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
FRED W. SICK, Deputy.

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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, State of California, this 29 day of Sept., 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GENERAL CHEMICAL COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

80 - Tons of Sulphate of Alumina, two carloads of 80,000 pounds each, in accordance with the specifications on file in the Office of the Superintendent of the Purchasing Department of said City; delivery f.o.b. City spur tract at California and Grape Streets, San Diego, California.

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

The sum of One Dollar and Sixty-five Cents (\$1.65) per 100 pounds.

Said contractor agrees to begin delivery of said material within twenty (20) days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 192____ (as specified).

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

The sum of One Dollars and Sixty-five Cents (\$1.65) per 100 pounds.

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

(SEAL) ATTEST:

ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

THE CITY OF SAN DIEGO
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

GENERAL CHEMICAL COMPANY
PHIL. A. OLSON, Branch Manager
Contractor.

Subscribed and sworn to before me this 29th day of Sept., 1927.

T. I. ANDERSON

(SEAL)

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

I hereby approve the form of the foregoing Contract, this 30 day of September, 1927.

JAS. E. O'Keefe, City Attorney
By FRANK M. DOWNER, JR.
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 General Chemical Company, being Document No. 212878.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.

ACCEPTANCE OF ASSIGNMENT OF LEASE

I, Robert A. Porter, of La Jolla, California, hereby accept the transfer of lease from F. T. Smith, covering a strip of land 100 feet by 200 feet in Pueblo Lot No. 1311, to be used for an oil Station; as authorized by Ordinance No. 11353.

ROBERT A. PORTER
Box 94,
La Jolla.

Subscribed and sworn to before me this 2nd day of November, 1927.

FRED W. SICK

(SEAL)

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Acceptance of Assignment of Lease, being Document No. 214298.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By *August M. Hadstrom* Deputy.

UNDERGROUND CROSSING AGREEMENT.

THIS AGREEMENT, made the 25th day of April, 1927, by and between SAN DIEGO AND ARIZONA RAILWAY COMPANY, A CORPORATION, HEREINAFTER TERMED Licensor, and City of San Diego, a municipal corporation of San Diego, County of San Diego, State of California, hereinafter termed Licensee, WITNESSETH THAT:

Licensor, in consideration of the faithful performance by Licensee of all its covenants and agreements herein contained, hereby permits Licensee to construct, reconstruct, maintain and operate two 18" pipe lines hereinafter termed "structure", for conveying water said structure to be constructed beneath property of Licensor, at a depth specified by Licensor, at or near Lakeside Station, County of San Diego, and State of California, in the location as shown in red on the blue print map attached hereto and made part hereof, and more particularly described as follows, to-wit:

Across right of way in a northerly and southerly direction, opposite Engr.
Survey Sta. 1093+04.65

This agreement is made upon the following terms and conditions:

1. Licensee hereby acknowledges the title of Licensor in and to the premises described in this agreement and agrees never to assail or resist said title.

2. Licensee shall pay Licensor, on presentation of bill therefor, a rental of none (---) Dollars per year (or fractional part of a year in the event of termination as herein after provided), payable annually in advance.

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

4. Licensee and the agents and employees of Licensee shall have the privilege of entry on said premises for the purpose of making necessary repairs to or changes in said structure, and Licensee agrees to at all times keep said premises in a good and safe condition free from waste all to the satisfaction of Licensor,

5. Upon revocation of the privilege contained herein, or upon the termination of this agreement, as hereinafter provided, Licensee shall, at Licensee's own cost and expense, immediately remove said structure and restore said premises, as nearly as possible, to the same state and condition they were in prior to the construction of said structure, failing in which Licenser may perform such work at cost of Licensee, which cost Licensee agrees to pay to Licenser on demand.

6. Licensee agrees that all work upon, or in connection with, said structure shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Licenser, and that the location of said structure and all work in connection therewith shall be done and made under the supervision and to the satisfaction of Licenser.

7. Should Licenser at any time require the removal, reconstruction, alteration, or changes in the location of said structure, Licensee shall, at Licensee's own cost and expense, immediately remove, reconstruct, alter, or make changes in the location of said structure upon receiving written notice from Licenser.

8. Licensee shall not assign or transfer this agreement in whole or in part, or permit any other person to use the right or privilege hereby given, without the written consent of Licenser first had and obtained.

9. In the event Licensee shall discontinue the use of said structure or shall abandon the same, or shall fail to keep, observe and perform any covenant on Licensee's part herein contained, all rights hereby given shall forthwith cease and determine and Licensee shall thereupon remove said structure and restore said premises as hereinbefore provided. Should Licensee in such event fail, neglect or refuse to so remove said structure and so restore said premises, such removal and restoration may be performed by Licenser at the expense of Licensee, which expense Licensee agrees to pay the Licenser on demand.

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

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

12. Licensee will on demand repay to Licenser all notaries' and recorders' fees necessarily expended by Licenser for the purposes prescribed by the laws of the State in which said property is situated, in the protection of Licenser's interests in and to said premises.

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

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

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

SAN DIEGO AND ARIZONA RAILWAY COMPANY,
By A. T. MERCIER
General Manager.

Licenser.

Approved for Land Dept.
W. J. DANIELS.
Land And Tax Agent.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
By FRED W. SICK, Deputy.

CITY OF SAN DIEGO, (Licensee)
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT

I Hereby Approve the form of the within agreement this 4th day of October, 1927.

JAS. E. O'KEEFE
By FRANK M. DOWNER, Dep. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with S.D. & A. Ry. Co. for water pipe R/W near Lakeside. Being Document No. 213865.

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

By Helen M. Wallig Deputy.

L E A S E

THIS INDENTURE, made in duplicate this twenty-eighth day of September, 1927, 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 October 1st, 1927, and ending November 30th 1930. (at midnight).

YIELDING AND PAYING THEREFOR

During the term thereof, the sum of Six Thousand Three Hundred and no/100 (\$6,300) Dollars 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 Seventy-five and no/100 (\$175.00) Dollars per month commencing October 1st, 1927, up to and including the month of November 30th, 1930. 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; if such notice is not given, then the lessee shall be liable for the rent for one additional month; and

Provided, that if the lessee hold possession of the premises after the term of 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,

The premises, or any part thereof, shall not be

FIRST: 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.

It is understood and agreed that the lessee accept

SECOND: 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 except changing or removing partitions shelving, counters, bookcases, and lighting fixtures, the property of the lessee 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 except partitions, shelving, counters, bookcases and lighting fixtures, the property of the lessee 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).

That if the building or above described premises

THIRD: shall be destroyed by fire or other cause, or be they so damaged thereby, that they become untenable and are not rendered tenantable 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.

That if the rent shall be due and unpaid for the

FOURTH: 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.

That the lessee shall not keep or permit to be

FIFTH: kept by anyone on the demised premises any article which the insurance companies may deem extra hazardous or which increases the rate of insurance.

That the lessor shall not be held liable or

SIXTH: 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.

The lessee hereby agrees to conduct a good and

SEVENTH: orderly place and to comply with all the ordinances of the City of San Diego, in and about the said leased premises.

The said lessee hereby agrees to indemnify and

EIGHTH: save harmless the said lessor from all loss, injury and damages which may be suffered or sustained by any person, firm or corporation be 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.

That the lessee shall not paint, place or cause

NINTH: 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.

That, in case of the violation by the lessee of

TENTH: 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.

That the lessee hereby waives all claims for

ELEVENTH: 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 or 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
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT

JAMES O'KEEFE, City Attorney
By FRANK M. DOWNER, JR
Deputy City Attorney.

(SEAL) ATTEST:
ALLEN H. WRIGHT, City Clerk
by FRED W. SICK, Deputy.

I Hereby Approve the form of the foregoing Lease, this October 14, 1927.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Ed. Streicher. Being Document No. 213824.

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

BY Helen M. Wallis Deputy.

C O N T R A C T
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 TWO HUNDRED AND SIXTY (260) 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 10th day of October, A.D. 1927.

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, 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 is 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 CO.

(SEAL)

P. A. BAILEY
Asst. Sec'y.

W. F. RABER
Vice President
THE AETNA CASUALTY & SURETY COMPANY
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 10th day of October, A.D. 1927.

JAS. E. O'KEEFE
City Attorney of the City of San Diego, California.
By F. McCLENEGHAN Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 42677, passed and adopted on the 22d day of October, 1927, require and fix the sum of \$260.00 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 10th day of October, 1927, 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, 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 the 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, 1927.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report on Abbott Street Lighting District No. 1", 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 and six and 71/100 dollars (\$206.71), 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 and twenty-six and 85/100 dollars (\$826.85), 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 \$826.85 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 \$826.85.

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 said sum of \$206.71), 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 President

(SEAL)

ATTEST:

P. A. BAILEY Ass't Secretary

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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 10th day of October, 1927.
JAS. E. O'KEEFE, 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 with San Diego Consolidated Gas & Electric Company. Being Document No. 213407.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willey 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 FOUR HUNDRED AND EIGHTY (480) 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 10th day of October, A.D. 1927.
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 UNIVERSITY AVENUE, between the southerly production of the easterly curb line of Idaho Street and the southerly production of the easterly line of the Alley in Block 209 University Heights; and upon 30TH STREET, between the northerly curb line of Wightman Street and the southerly curb line of Lincoln 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 is 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.

(SEAL) P. A. BAILEY
SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO.
W. F. RABER Vice President
THE AETNA CASUALTY AND SURETY COMPANY
By FRANK A. SALMONS
Resident Vice-President
Attest: B. J. SCHAEFER
Resident Assistant Secretary

C O N T R A C T

THIS AGREEMENT, made and entered into this 10th day of October, 1927, 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 workman like 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 on UNIVERSITY AVENUE, between the southerly production of the easterly curb line of Idaho Street and the southerly production of the easterly line of the Alley in Block 209 University Heights; and on 30TH STREET, between the northerly curb line of Wightman Street and the southerly curb line of Lincoln Avenue, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said streets, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after the 7th day of August, 1927, to-wit, to and including the 6th day of August, 1928.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report on University Avenue Lighting District No. 1", 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 and seventy eight dollars (\$378.00), 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 fifteen hundred and twelve dollars (\$1512.00), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of \$1512.00 shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 \$1512.00.

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 expenses of said work (other than said sum of \$378.00), 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.

(SEAL) ATTEST:

P. A. BAILEY Ass't Secretary.

By W. F. RABER Vice President

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

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 10th day of October, 1927.

JAS. E. O'KEEFE, 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 with San Diego Consolidated Gas & Electric Company. Being Document No. 213406.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willing Deputy.

BOND FOR STREET WORK

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 ONE HUNDRED AND TEN (110) 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 28th day of November, A.D. 1927.

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 SANTA MONICA AVENUE, between the southeasterly curb line of Abbott Street and the northwesterly curb line of Bacon 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 is 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 CO.

(SEAL)

W. F. RABER Vice President

M. B. FOWLER,

Secretary.

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS Resident Vice-President

Attest: B. J. SCHAEFER Resident Assistant

Secretary.

(SEAL)

I hereby approve the form of the within and foregoing Bond, this 29th day of November, A.D. 1927.

JAS. E. O'KEEFE

City Attorney of the City of San Diego, California.

By F. McCLENEGHAN Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 43575, passed and adopted on the 14th day of November, 1927, require and fix the sum of \$110.00 as the penal sum in 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.

C O N T R A C T.

THIS AGREEMENT, made and entered into this 1st day of December, 1927, 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 on SANTA MONICA AVENUE, between the southeasterly curb line of Abbott Street and the northwesterly curb line of Bacon Street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said street, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year and twenty-three days from and after the 22nd day of July, 1927, to-wit, to

and including the 13th day of August, 1928.
All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report on Santa Monica Lighting District No. 1", filed August 23, 1927, 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 eighty-five and 54/100 dollars (\$85.54), 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 \$6.70, and one warrant for the sum of \$5.14, to cover the additional twenty-three 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 three hundred and forty-two and 16/100 dollars (\$342.16), as follows: 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 "Santa Monica Avenue Lighting District No. 1 Fund", each of said monthly warrants to be drawn for the sum of \$26.80, and one warrant for the sum of \$20.56, to cover the additional twenty-three days of said term.

And it is further mutually agreed that no part or portion of said sum of three hundred and forty-two and 16/100 dollars (\$342.16) shall be paid out of any other fund than said special fund designated as "Santa Monica 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 \$342.16.

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 eighty-five and 54/100 dollars (\$85.54), 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 President
(SEAL) ATTEST:
M. B. FOWLER Secretary.
THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
(SEAL) ATTEST:
ALLEN H. WRIGHT City Clerk
By FRED W. SICK Deputy
Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 29th day of November, 1927.
JAMES E. O'KEEFE, 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 with San Diego Consolidated Gas & Electric Company. Being Document No. 216062.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willis 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 SIX HUNDRED (600) 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 28th day of November, A. D. 1927.
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 INDIA STREET, between the southeasterly curb line of Andrews Street and the northwesterly curb line of Chalmers Street;

The southwesterly side of KETTNER BOULEVARD, between the southeasterly curb line of Winder Street and the northwesterly line of Chalmers Street;

CALIFORNIA STREET, between the southwesterly prolongation of the southeasterly curb line of Pringle Street and the northwesterly line of Winder Street produced southwesterly;

MOORE STREET, between the southeasterly curb line of Noell Street and the southwesterly line of California Street;

ANDREWS STREET, between the southwesterly curb line of India Street and the northwesterly curb line of California Street;

WINDER STREET, between the southwesterly curb line of Kettner Boulevard and the northerly line of Hancock Street; and

HANCOCK STREET, between the northeasterly line of California Street and its termination in Chalmers Street and Kettner Boulevard, 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 which by reference thereto, is incorporated herein and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that is 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
W. F. RABER Vice President
(SEAL) M. B. FOWLER

(SEAL)

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS Resident Vice-President

Attest: B. J. SCHAEFER, Resident Assistant Secretary

I hereby approve the form of the within and foregoing Bond, this 29th day of November, A.D. 1927.

JAMES E. O'KEEFE

City Attorney of the City of San Diego, California.

By F. McCLENEGHAN Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 43572, passed and adopted on the 14th day of November, 1927, require and fix the sum of \$600.00 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.

C O N T R A C T

THIS AGREEMENT, made and entered into this 1st day of December, 1927, 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 on the following streets and boulevard in the City of San Diego, California, to-wit:

INDIA STREET, between the southeasterly curb line of Andrews Street and the northwesterly curb line of Chalmers Street;

The Southwesterly side of KETTNER BOULEVARD, between the southeasterly curb line of Winder Street and the northwesterly line of Chalmers Street;

CALIFORNIA STREET, between the southwesterly prolongation of the southeasterly curb line of Pringle Street and the northwesterly line of Winder Street produced southwesterly;

MOORE STREET, between the southeasterly curb line of Noell Street and the southwesterly line of California Street;

ANDREWS STREET, between the southwesterly curb line of India Street and the northwesterly curb line of California Street;

WINDER STREET, between the southwesterly curb line of Kettner Boulevard and the northerly line of Hancock Street; and

HANCOCK STREET, between the northeasterly line of California Street and its termination in Chalmers Street and Kettner Boulevard;

Together with the maintenance of the posts, wires, conduits and lamps on said streets and boulevard, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after the 5th day of August, 1927, to-wit, to and including the 4th day of August, 1928.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report on Five Points Lighting District No. 1", filed August 23rd, 1927, 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 four hundred seventy-four and 60/100 dollars (\$474.60), 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 eighteen hundred and ninety-eight and 40/100 dollars (\$1898.40), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Five Points Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of eighteen hundred and ninety-eight and 40/100 dollars (\$1898.40) shall be paid out of any other fund than said special fund designated as "Five Points Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 eighteen hundred and ninety-eight and 40/100 dollars (\$1898.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said Act of the Legislature, will The City of San Diego, or any officer thereof, be liable for any portion of the expense of said work, other than said sum of four hundred and seventy-four and 60/100 dollars (\$474.60), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Common Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By W. F. RABER Vice President

(SEAL) ATTEST;

M. B. FOWLER Secretary.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk.

By FRED W. SICK

Members of the Common Council.

I hereby approve the form of the foregoing contract, this 29th day of November, 1927.

JAMES E. O'KEEFE, 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 with San Diego Consolidated Gas & Electric Company. Being Document No. 216063.

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

By Helen M. Welling 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 EIGHT HUNDRED AND TEN (810) 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 28th day of November A.D. 1927.

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 INDIA STREET, between the southerly curb line of Ivy Street and the northerly curb line of B 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 CO.

W. F. RABER Vice President

M. B. FOWLER Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By FRANK A. SALMONS Resident Vice-President.

Attest: B. J. SCHAEFER Resident Assistant Secretary.

(SEAL)

(SEAL)

I hereby approve the form of the within and foregoing Bond, this 29th day of November A.D. 1927.

JAS. E. O'KEEFE

City Attorney of the City of San Diego, California.

By F. McCLENECHAN Deputy.

I HEREBY CERTIFY that the Common Council of The CITY of San Diego did by Resolution No. 43573, passed and adopted on the 14th day of November, 1927, require and fix the sum of \$810.00 as the penal sum in 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.

C O N T R A C T.

THIS AGREEMENT, made and entered into this 1st day of December, 1927, 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 on INDIA STREET, between the southerly curb line of Ivy Street and the northerly curb line of B Street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on said India Street, within said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of nine months and twenty days from and after the 11th day of September, 1927, to-wit, to and including the 30th day of June, 1928.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report on India Street Lighting District No. 1", filed August 5, 1927, 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 six hundred and forty-four and 91/100 dollars (\$644.91), as follows: Nine 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 \$66.72, and one warrant for the sum of \$44.43, to cover the additional twenty 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 twenty-five hundred and seventy-nine and 64/100 dollars (\$2579.64), as follows: Nine 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 "India Street Lighting District No. 1 Fund, each of said monthly warrants to be drawn for the sum of \$266.86, and one warrant for the sum of \$177.90, to cover the additional twenty days of said term.

And it is further mutually agreed that no part or portion of said sum of \$2579.64 shall be paid out of any other fund than said special fund designated as "India 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 \$2579.64.

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said 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 six hundred and forty-four and 91/100 dollars (\$644.91), 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 W. F. RABER Vice President

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

(SEAL) ATTEST

L. C. MAIRE

ALLEN H. WRIGHT City Clerk.

E. H. DOWELL

By FRED W. SICK Deputy.

Members of the Common Council.

I hereby approve the form of the foregoing Contract, this 29th day of November, 1927.

JAMES E. O'KEEFE, City Attorney.

By F. McLENEGHAN Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Consolidated Gas & Electric Company. Being Document No. 216064.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig 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 SIX HUNDRED AND TEN (610) 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 28th day of November A.D. 1927.

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 ADAMS AVENUE, between the easterly curb line of Boundary Street and the westerly curb line of 36th 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 CO.

W. F. RABER Vice President

(SEAL)

M. B. FOWLER Secretary

THE AETNA CASUALTY AND SURETY COMPANY

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 29th day of November A.D. 1927.

JAS. E. O'KEEFE

City Attorney of the City of San Diego, California.

By F. McLENEGHAN Deputy.

I HEREBY CERTIFY that the Common Council of The City of San Diego did by Resolution No. 43574, passed and adopted on the 14th day of November, 1927, require and fix the sum of \$610.00 as the penal sum in the foregoing Undertaking.

ALLEN H. WRIGHT

City Clerk of The City of San Diego, 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 1st day of December, 1927, 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 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 on Adams Avenue, between the easterly curb line of Boundary Street and the westerly curb line of 36th Street, in the City of San Diego, California; together with the maintenance of the posts, wires, conduits and lamps on the said Adams Avenue, within the said limits. Such furnishing of electric current and such maintenance of appliances shall be for the period of one year from and after the 28th day of August, 1927, to-wit, to and including the 27th day of

August, 1928.
All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report on Adams Avenue Lighting District No. 1", filed August 26, 1927, 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 four hundred eighty-two and 40/100 dollars (\$482.40), 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 nineteen hundred and twenty-nine and 60/100 dollars (\$1929.60), in twelve equal monthly installments, drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Adams Avenue Lighting District No. 1 Fund."

And it is further mutually agreed that no part or portion of said sum of nineteen hundred and twenty-nine and 60/100 dollars (\$1929.60) shall be paid out of any other fund than said special fund designated as "Adams Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 nineteen hundred and twenty-nine and 60/100 dollars (\$1929.60).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said 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 four hundred and eighty-two and 40/100 dollars (\$482.40), 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.

(SEAL) ATTEST:
M. B. FOWLER Secretary
SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.
By W. F. RABER Vice President

(SEAL) ATTEST:
ALLEN H. WRIGHT City Clerk.
By FRED W. SICK Deputy
THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
Members of the Common Council.

I hereby approve the form of the foregoing contract, this 29th day of November, 1927.
JAMES E. O'KEEFE, 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 with San Diego Consolidated Gas & Electric Company. Being Document No. 216065.
ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willig Deputy.

ACCEPTANCE OF LEASE

San Diego, California.
Oct. 7, 1927.

To the Honorable, the Common Council,
San Diego, California.

Gentlemen:

The undersigned Joseph Roger, doing business at Foot of Beardsley St., San Diego, California, hereby accepts the terms of the lease of the John S. Hawley, Jr., assignment, pursuant to Ordinance No. 6499 and Ordinance No. 11218.

Joseph Roger
By Joseph Roger

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Acceptance of Lease by Joseph Roger of Assignment of Lease from John S. Hawley, Jr. Being Document No. 213271.

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

By Helen M. Willig Deputy.

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC TANK & PIPE COMPANY Dept. of Tilden Lumber & Mill Company, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED Dollars (\$500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of October, 1927.

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 2000 wood stave pipe bands for 34" O.P. wood stave pipe line to be installed between the Bonita Wye and the south end of the steel syphon across Sweetwater River, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

PACIFIC TANK AND PIPE CO.

Department of

TILDEN LUMBER AND MILL CO.

E. M. TILDEN PRES. Principal.

UNITED STATES FIDELITY AND GUARANTY COMPANY
Surety.

By T. W. WISDOM

Its Attorney in Fact

(SEAL) ATTEST:

A. W. WEIBEL Secy.

(SEAL)
ATTEST:

I hereby approve the form of the within Bond, this 8 day of October, 1927.

JAS. E. O'KEEFE City Attorney.

By FRANK M. DOWNER Jr., Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of October, 1927.

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

(SEAL) ATTEST:

By ALLEN H. WRIGHT City Clerk.

FRED W. SICK Deputy.

STATE OF CALIFORNIA,)SS.

COUNTY OF LOS ANGELES)

On this 3rd day of October in the year one thousand nine hundred and Twenty-seven, before me, Agnes L. Whyte, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared T. W. Wisdom, known to me to be the duly authorized Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said T. W. Wisdom duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY thereto as Surety and his own name as Attorney-in-fact.

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

AGNES L. WHYTE

(SEAL)

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

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 10th day of October, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and PACIFIC TANK & PIPE COMPANY Dept. of Tilden Lumber & Mill Company, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1000 - 9/16" x 11'0-3/4" mild steel pipe bands, provided with cold rolled upset thread with hexagon nut and washer each end, together with cast iron shoe,

1000 - 5/8" x 11'0-3/4" mild steel pipe bands, provided with cold rolled upset thread with hexagon nut and washer each end, together with cast iron shoe for 34"

O.P. wood stave pipe line; delivery f.o.b. cars City spur track at California and Grape Streets, San Diego, California; said pipe bands to be in accordance with the plans and specifications on file in the Office of the City Clerk under Document No. 212095.

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

1000- 9/16" x 11'0-3/4" mild steel pipe bands, provided with cold rolled upset thread with hexagon nut and washer each end, together with cast iron shoe, EACH \$0.94

1000 - 5/8" x 11'0-3/4" mild steel pipe bands, provided with cold rolled upset thread with hexagon nut and washer each end, together with cast iron shoe, EACH \$1.05

Said contractor agrees to complete delivery of said material within 18 days from and after the date of the execution of this contract, and to complete said delivery on or before the day of _____, 192__.

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

1000 - 9/16" x 11'0-3/4" mild steel pipe bands, provided with cold rolled upset thread with hexagon nut and washer each end, together with cast iron shoe, EACH \$0.94

1000 - 5/8" x 11'0-3/4" mild steel pipe bands, provided with cold rolled upset thread with hexagon nut and washer each end, together with cast iron shoe, EACH \$1.05

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

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of said 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 said 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 in this agreement first above written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk.

By FRED W. SICK Deputy.

PACIFIC TANK AND PIPE CO.
 Department of
 TILDEN LUMBER AND MILL CO.
 E. M. TILDEN President
 Contractor

(SEAL) ATTEST:

A. W. WEIBEL Secy

I hereby approve the form of the foregoing contract, this 24 day of September, 1927.

JAS. E. O'KEEFE City Attorney.
 By FRANK M. DOWNER, Jr.
 Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Pacific Tank and Pipe Company. Being Document No. 213314.

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

By Helen M. Willig Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 10th day of October, 1927, by and between EDWARDS, WILDEY & DIXON COMPANY, being the contractor under that certain contract contained in Document No. 200853, on file in the office of the City Clerk of The City of San Diego, and J. W. WILLIAMS, Assistant Manager of Operation and Engineer in Charge of Water Development, of The City of San Diego, WITNESSETH:

THAT WHEREAS, by resolution of the Common Council of The City of San Diego, numbered 43097, adopted September 28, 1927, and the order and direction of the said J. W. Williams, Assistant Manager of Operation and Engineer in Charge of Water Development, the location of the dam structure under said contract contained in said Document No. 200853, has been changed to a point approximately seven hundred (700) feet upstream and in a southerly direction from Dam Site No. 1, and which upper site is sometimes referred to as Sutherland Dam Site No. 2; and

WHEREAS, the change in location of the dam is a change provided for under the terms and provisions of the said contract as contained in said Document No. 200853; and

WHEREAS, the change of location is deemed by the parties not to be a reasonable change; and

WHEREAS, by reason of such fact the contractor is entitled to the cost of moving the equipment necessary to construct the dam at the new location as an extra under said contract; NOW, THEREFORE,

IT IS HEREBY AGREED by and between the parties hereto that the contractor shall be paid by The City of San Diego, as and for the cost of moving said equipment, the sum of twenty-eight thousand, four hundred forty-five dollars (\$28,445.00); provided, however, that if the track cable for the cableway heretofore constructed at Dam Site No. 1 can be used in the construction of the dam at Dam Site No. 2, there shall be a credit to The City of San Diego on future payments to be made to the said contractor of the sum of twenty-four hundred dollars (\$2400.00); it being agreed that in the event it is impracticable to use the present track cable at the new location, that the same shall be and become the property of The City of San Diego.

It is further agreed that the moving of the equipment, with the exception of the cableway, from Dam Site No. 1 to Dam Site No. 2, shall be completed within thirty (30) days from and after the date hereof.

It is further agreed that when the contractor shall have moved and installed the equipment, with the exception of the cableway, from Dam Site No. 1 to Dam Site No. 2, and on the completion of such removal and installation and the approval thereof by the Assistant Manager of Operation and Engineer in Charge of Water Development, the contractor shall be paid the sum herein agreed within ten (10) days from and after such approval; provided, however, that if the contractor shall not have constructed the cableway at the time of the completion of such removal and installation and the approval thereof, the said contractor shall be paid the sum herein agreed less the sum of twenty-four hundred dollars (\$2400.00), which said sum of twenty-four hundred dollars (\$2400.00) shall be paid to the contractor at the time of the completion of the cableway at the new location.

It is further agreed that in fixing the price for moving the said equipment, it is contemplated that the City shall permit the contractor to use the air line now installed between the Compressor Plant and Dam Site No. 2; the same, however, to remain the property of The City of San Diego.

Nothing herein contained shall be construed to be a waiver, either on the part of The City of San Diego or said contractor of any sum or sums of money claimed by either as due from the other, on account of work done, or otherwise, at Dam Site No. 1, and the payments for work done by the contractor at the new location, including the amount herein agreed to be paid on account of moving said equipment, shall be made irrespective of any rights or claims of either party under the contract, in so far as the same pertain to any disputed claims at Dam Site No. 1.

It is also agreed by and between the parties hereto that neither anything herein contained, nor the change of said Dam Site, shall be construed to be a waiver in any particular whatsoever of the plans or specifications or contract heretofore entered into between said City and said contractor for the construction of said dam.

IN WITNESS WHEREOF, said contractor, Edwards, Wildey & Dixon Company has caused this agreement to be executed by its proper officers, thereunto duly authorized, and the said J. W. Williams, Assistant Manager of Operation and Engineer in Charge of Water Development, has hereunto subscribed his name, the day and year in this agreement first above written.

EDWARDS, WILDEY & DIXON CO.
 Contractor.

By C. E. DIXON
 J. W. WILLIAMS
 Assistant Manager of Operation and Engineer in
 Charge of Water Development.

I hereby approve the form of the foregoing Agreement, this 10th day of October, 1927.

JAS. E. O'KEEFE City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between Edwards, Wildey & Dixon Co. and City. Being Document No. 213465.

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

By Helen M. Willig Deputy.

OPTION AGREEMENT

THIS AGREEMENT, made this 14th day of October, A.D. 1927, by and between HENRY T. PEARCE, husband and wife, hereinafter designated as Sellers, and THE CITY OF SAN DIEGO, California, hereinafter designated as Buyer, WITNESSETH:

That the Sellers, in consideration of the sum of fifty dollars (\$50.00), in hand paid, receipt whereof is hereby acknowledged, do hereby grant to the said Buyer the sole and exclusive option, until February 1, 1928, to purchase from them the property hereinafter described, upon the terms and conditions herein set forth. The whole purchase price shall be the sum of Three Thousand Dollars (\$3,000.00); and ten per cent. (10%) thereof, less the sum of Fifty Dollars paid upon the execution hereof, shall be paid at such time as the Sellers shall furnish and deposit with the Union Title Insurance Co. a certificate of title together with a good and sufficient deed free of all encumbrances to the premises hereafter described, in favor of the Buyer, and the balance shall be paid, if the Buyer exercises its option, on or before the 1st day of February, 1928, for the use and benefit of the Sellers, to the said Union Title Insurance Co., which is thereupon authorized and directed to deliver said deed and certificate to the Buyer.

The Sellers warrant that they are able to, and agree to furnish the certificate and deed herein mentioned, at their own expense and without undue delay, and the Buyer agrees to make prompt payment of the balance of the ten per cent. (10%) of the purchase price, upon notice from the Union Title Insurance Co. that such certificate of title and deed have been made and deposited.

An executed copy of this option to be delivered to the Union Title Insurance Co., and upon acceptance to constitute its instructions from both parties.

The property herein referred to is described as follows, but such description is authorized to be changed in said deed, the purpose of the description herein being to designate the land intended to be conveyed:

All that real property situated in the County of San Diego, State of California, bounded and described as follows: Commencing at the southeast corner of Section 19, Township 14 South, Range 1 East S. B. M., and running West on Section line 750 feet; thence North 300 feet; thence East, parallel to said Section line, 412 feet; thence Southeast to the point of beginning; (excepting the improvements thereon) also, any and all water rights of whatsoever nature or kind belonging to and appurtenant to said lands; and grantors covenant that such rights have not been severed from said land nor heretofore conveyed.

This option shall extend to the heirs, executors, administrators and assigns of the parties hereto.

Failure to exercise this option on the part of the Buyer shall authorize Sellers to retain the ten per cent. (10%) of the purchase price as liquidated damages; otherwise it shall apply upon the purchase price.

Executed in triplicate original, and dated at San Diego, Calif., this 14th day of October, 1927.

HENRY T. PEARCE

Sellers.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

Buyer.

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk.

By FRED W. SICK Deputy

STATE OF CALIFORNIA,) SS.

COUNTY OF SAN DIEGO,)

On this 14th day of October, A. D. 1927, before me, W. E. Stevens, a Notary Public in and for the said County, residing therein, duly commissioned and sworn, personally appeared HENRY T. PEARCE and his wife, known to me to be the persons described in, and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

W. E. STEVENS

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

(SEAL)

My Commission Expires Sept. 14, 1931

ACCEPTED, this _____ day of _____, 1927.

By _____

I hereby approve the form of the foregoing Option Agreement, this 6 day of September, 1927.

FRANK M. DOWNER, Jr.,

Deputy City Attorney.

RECORDED AT REQUEST OF City Clerk Nov. 2, 1927 at 3 o'clock P.M. In Book No. 1383 Page 116 of Deed (Agmts) Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder

By N. C. PARSONS Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option Agreement with Henry T. Pearce et ux. Being Document No. 213913.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

LICENSE AGREEMENT.

THIS AGREEMENT, made this 14th day of November, 1927, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, hereinafter called the Licensor, and GREAT WESTERN IMPROVEMENT COMPANY, a corporation, party of the second part, hereinafter called the Licensee, WITNESSETH:

In consideration of the sum of One Dollar (\$1.00), 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 a wire fence revetment for the protection of the Licensee's property

located along the banks of the San Vicente Creek, over and across the southeast quarter of the southeast quarter of Section 36, Township 14 South, Range 1 West, S. B. M., on the following described center line, to-wit:

Beginning at a point on the northerly boundary line of Rancho El Cajon, which point is north 81° 38' west 680.0 feet from Corner No. 6 of said Rancho El Cajon; thence north 35° 01' east 375 feet to a point; thence north 22° 19' east 487.0 feet to a point; which is the northerly end of the proposed revetment; and which said proposed line is shown in red on the blue print attached to Document No. 212255, on file in the office of the City Clerk of said City.

In consideration of the foregoing License, the Licensee agrees, at its own cost, and subject to the supervision and control of the Licensor's Engineer, to locate, construct and maintain the said wire fence revetment in such a manner and of such material that it will not at any time be a source of danger or interference to the property of the Licensor.

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 persons which may be due in any manner to the construction, use and maintenance, state of repair or presence of the said wire fence revetment, and to pay 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 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 said revetment, and remove the same and restore the property of the Licensor to the same condition in which it was prior to the placing of the said revetment thereon. 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 Great Western Improvement Company, at its office address in Los Angeles, California.

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 Common Council of the Licensor in each instance.

IN WITNESS WHEREOF, the said Licensor, The City of San Diego has caused this instrument to be executed by a majority of the members of the Common Council of said City and attested by its City Clerk, in pursuance of a resolution authorizing such execution, and said Licensee 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 in this instrument first above written.

THE CITY OF SAN DIEGO

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk.

By FRED W. SICK Deputy

(SEAL) ATTEST;

JAMES B. WOODS

Assistant Secretary

GREAT WESTERN IMPROVEMENT COMPANY

By LOREN C. BARTON Vice President

I hereby approve the form of the foregoing License Agreement this 7th day of November, 1927.

JAS. E. O'KEEFE City Attorney.

By _____ Deputy.

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

On this 14th day of December, 1927, before me, FRED W. SICK, a Notary Public in and for the County of San Diego, State of California, personally appeared Virgilio Bruschi, Edward H. Dowell, Louis C. Maire, S. P. McMullen and Frank W. Seifert, members of the Common Council of The City of San Diego, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

FRED W. SICK

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

(SEAL)

RECORDED AT REQUEST OF City Clerk Dec. 14, 1927 at 47 Min. past 2 o'clock P.M. In Book No. 1388 Page 353 of Deed Records of San Diego County, Calif.

JOHN H. FERRY, County Recorder

By N. C. PARSONS Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of License Agreement with Great Western Improvement Co. Being Document No. 214539.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

L E A S E

THIS LEASE, by and between The CITY OF SAN DIEGO, California, acting by and through its Harbor Commission and pursuant to the authority conferred by Ordinance No. 11363, passed and approved October 17, 1927, and JACOB KASTAUMAN, WITNESSETH:

The first party has demised and let and by these presents does demise and let unto the second party:

Stores number seven (7) and eight (8) of the office and store building located at the northeast corner of Broadway and Harbor Streets, in the City of San Diego, as shown on

the plat and blue print thereof on file in the office of the City Clerk of said City.

This lease shall remain in force for a period to expire November 23, 1931, at a monthly rental, payable in advance, of One Hundred Twenty-five Dollars (\$125.00) per month during its term.

At the expiration of the term hereof, the Lessee shall have the right and option to renew this lease for an additional period of five years, at a rental to be determined and fixed when and if said option is exercised.

The Lessee covenants to pay said rental promptly, to keep and maintain the demised premises in good repair and render up the premises at the expiration of this lease in as good condition as when received, ordinary wear and tear excepted.

The premises shall be used for the purpose of a naval tailoring and men's furnishings and clothing shop, and not otherwise, except by consent of the Common Council.

This lease is not assignable nor transferable in whole or in part without the consent of the Common Council, expressed by ordinance, and the right is reserved to the Common Council and the people of the City of San Diego, by ordinance duly adopted, to terminate, modify or change this lease on such conditions as are provided by law.

Executed in duplicate this 29th day of November, 1927.

THE CITY OF SAN DIEGO,

By M. A. GRAHAM

W. P. CRONAN

J. C. McCLURE

Members of The Harbor Commission of The
City of San Diego

Lessor

JACOB KASTAUMAN

Lessee

I hereby approve the form of the foregoing lease this 22nd day of November, 1927.

JAS. E. O'KEEFE City Attorney.

By FRANK M. DOWNER, Jr.

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Jacob Kastauman. Being Document No. 216098.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Walling Deputy.

LEASE

THIS AGREEMENT, made and entered into this 24th day of November, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through a majority of the members of its Common Council, pursuant to Ordinance No. 11373 passed and adopted October 24, 1927, hereinafter known as the City, and L. B. DAVISON, hereinafter known as the Lessee, WITNESSETH:

That the City has demised and let, and by these presents does demise and let unto the said L. B. DAVISON, the following described portion of the Pueblo Lands of The City of San Diego, to-wit:

That portion of Pueblo Lot 1780 particularly described as follows:

Beginning at a point on the southeasterly line of Pueblo Lot 1780, said point being distant 629 feet northeasterly from the most southerly corner of said Pueblo Lot; thence N. 76° 27' E. along the southeasterly line of Pueblo Lot 1780 a distance of 125 feet to a point; thence along a line bearing N. 17° 14' W. a distance of 187 feet to a point; thence along a line bearing N. 28° 15' W. a distance of 360 feet to a point; thence along a line bearing N. 22° 01' W. a distance of 362.90 feet to a point; thence along a line bearing N. 35° 49' W. a distance of 299.57 feet to a point; thence along a line bearing S. 76° 31' W. a distance of 118.32 feet to a point; thence along a line bearing S. 40° 04' E. a distance of 318.13 feet to a point; thence along a line bearing S. 32° 02' E. a distance of 378.90 feet to a point; thence along a line bearing S. 31° 39' E. a distance of 337.32 feet to a point; thence along a line bearing S. 29° 02' E. a distance of 195.10 feet to the point of beginning.

This lease is for a period of one year from and after the 24th day of November, 1927, and the City reserves as rental, and the Lessee agrees to pay, the sum of five dollars (\$5.00) per month, payable monthly in advance, on the first day of each month of the term hereof.

The demised premises shall be used for the purpose of a horse corral and not otherwise, and the lessee agrees to remove all buildings or improvements placed thereon at the expiration of the term of this lease, and render up the demised premises promptly and peaceably.

This lease is not assignable nor transferable without the consent of the Common Council of said City, by ordinance duly expressed.

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 City, and the said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

L. B. DAVIDSON

Lessee.

I hereby approve the form of the foregoing Lease, this 24th day of November, 1927.

JAMES E. O'KEEFE, City Attorney.

By FRANK M. DOWNER, Jr.,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with L. B. Davidson. Being Document No. 216676.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Walling Deputy.

(SEAL) ATTEST:

ALLEN H. WRIGHT

City Clerk of said City.

L E A S E

THIS AGREEMENT, made and entered into this 19th day of December, 1927, by and 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, 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, 1927, and ending on the 31st day of October, 1928, at a rental for said period of Thirty dollars (\$30.00), payable in advance on the first day of said term.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for pasturage purposes, and for no other purpose or purposes.

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 the consent of the Common Council of said City.

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, damage 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 hereinabove written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

WILLIAM DILLOW Lessee.

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk.

By FRED W. SICK Deputy

I hereby approve the form of the within Agreement of Lease, this 14 day of Oct., 1927.

JAS. E. O'KEEFE City Attorney.

By

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with William Dillow. Being Document No. 216793.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By

Helen M. Willig

Deputy.

KNOW ALL MEN BY THESE PRESENTS, That LIBRARY BUREAU DIVISION OF REMINGTON-RAND BUSINESS SERVICE, INC., as Principal and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK of 92 Liberty St., New York, N.Y. a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED EIGHTY Dollars (\$780.00); lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of September, 1927.

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 install library furniture and equipment in the Logan Heights Branch of the San Diego Public Library, in accordance with the specifications on file in the Office of the Superintendent of the Purchasing Department of said City, 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.

REMINGTON RAND BUSINESS SERVICE

F. W. WENTWORTH Vice Pres.

ATTEST:

Principal.

STATE OF CALIFORNIA,) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this thirtieth day of September in the year One Thousand Nine Hundred and twenty seven before me, Mary Palmer, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared F. W. Wentworth known to me to be the Vice President respectively of Remington-Rand Business Service Inc., the Corporation described in and that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of the Corporation therein named, and he acknowledged to me that such corporation executed the same.

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

MARY PALMER

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

(SEAL)

My Commission Expires Jan. 26, 1930.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK,
Surety.

By WILLIAM L. DAWSON

Attorney

ATTEST: (SEAL)

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

On this 27th day of September in the year One Thousand Nine Hundred and twenty-seven before me, Kathryn E. Stone a Notary Public in and for the said City & County of San Francisco residing therein, duly commissioned and sworn, personally appeared William L. Dawson known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL) KATHRYN E. STONE
Notary Public in and for the City & County of San Francisco
My Commission expires March 1st, 1929. State of California.
I hereby approve the form of the within Bond, this 5th day of October, 1927.
JAS. E. O'KEEFE City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of October, 1927.

(SEAL) ATTEST:
By ALLEN H. WRIGHT City Clerk
FRED W. SICK Deputy
VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That LIBRARY BUREAU DIVISION OF REMINGTON-RAND BUSINESS SERVICE, INC., as Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK of 92 Liberty St., New York, N.Y. 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, 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 FIFTEEN HUNDRED SIXTY Dollars (\$1560.00), 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 27th day of September, 1927.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named LIBRARY BUREAU DIVISION OF REMINGTON-RAND BUSINESS SERVICE, INC. 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 furnishing and installing of library furniture and equipment in the Logan Heights Branch of the San Diego Public Library, in accordance with the specifications on file in the Office of the Superintendent of the Purchasing Department of said City, 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 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:

ATTEST: REMINGTON RAND BUSINESS SERVICE
J. W. WENTWORTH Vice Pres.
Principal

STATE OF CALIFORNIA,) SS.
CITY and COUNTY of SAN FRANCISCO)

On this Thirtieth day of September in the year One Thousand Nine Hundred and 27 before me, Mary Palmer, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared F. W. Wentworth known to me to be the Vice President respectively of Remington-Rand Business Service Inc., the Corporation described in and that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of the Corporation therein named, and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the city and County of San Francisco, the day and year in this Certificate first above written:

(SEAL) MARY PALMER
Notary Public In and for the City and County of San Francisco,
My Commission Expires State of California.
Jan. 26, 1930.

(SEAL) THE FIDELITY AND CASUALTY COMPANY OF NEW YORK,
By WILLIAM L. DAWSON Attorney

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

On this 27th day of September in the year One Thousand Nine Hundred and twenty-seven before me, Kathryn E. Stone a Notary Public in and for the said City & County of San Francisco residing therein, duly commissioned and sworn, personally appeared William L. Dawson 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 City & County of San Francisco the day and year in this certificate first above written.

(SEAL)
My Commission expires
March 1st, 1929.

KATHRYN E. STONE
Notary Public in and for the City & County of
San Francisco, State of California.

I hereby approve the form of the within Bond, this 5th day of Oct., 1927.

JAS. E. O'KEEFE City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of October, 1927.

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk.
By FRED W. SICK Deputy

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
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, State of California, this 10th day of October, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and LIBRARY BUREAU DIVISION OF REMINGTON-RAND BUSINESS SERVICE, INC. party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The furnishing and installing in the Logan Heights Branch of the San Diego^{Public} Library of the following library furniture and equipment:

- 1 Thirty tray sectional card catalog cabinet. To consist of two 15 tray units, top, and leg base 26" high. Equipped with 30 round rods to pass thru the holes in the lower margin of standard catalog cards. All exterior hardware solid cast bronze. Back finished;
- 1 Sloping top picture book table. Pedestal end design. Ends and tops 5-ply construction. Approximately 78" long, 12-5/8" deep overall, by 26" high at the front;
- 3 Library chairs, correct size for above sloping top table. Saddle seat. Reinforced construction.
- 1 Rectangular library table, 3 feet by 7' 6" by 30" high. Top 5-ply construction and not less than 1-7/8 inches in thickness. Quarter-sawn oak showing on all four sides of each tapered leg;
- 8 Adult library chairs. Saddle seats. Reinforced construction;
- 1 Round library table 4 feet in diameter, 30 inches high. Top 5-ply construction and 1-7/8 inches in thickness. Quarter-sawn oak showing on all four sides of each tapered leg;
- 4 Adult size library chairs. Saddle seats. Reinforced construction;
- 1 Rectangular library table, 30 inches by 52 inches by 28 inches high. Top 5-ply construction and 1-1/2 inches in thickness. Quarter-sawn oak showing on all four sides of each tapered leg;
- 1 Magazine rack of eight compartments. Pedestal end design. Ends 5-ply construction;
- 6 Library chairs, correct size for above 52 inch table. Saddle seats. Reinforced construction;
- 1 Round library table, 4 feet in diameter, 28 inches high. Top 5-ply construction and 1-7/8 inches in thickness. Quarter-sawn oak showing on all four sides of each tapered leg;
- 4 Library chairs, correct size for above 4-foot table. Saddle seats. Reinforced construction;
- 1 Unit wing charging desk with detachable ends. Sunken charging compartment with roller curtain containing six removable trays for cards 5 inches high by 3 inches wide (or 8 removable trays for cards 5 inches high by 2 inches wide); a hinged front to charging compartment that drops in horizontal position forming a sledge for resting books while making out a slip; cash drawer fitted with lock; adjustable shelves; cupboard, etc. Top 5-ply construction. Desk 9 feet 6 inches wide, 39 inches high;
- 1 Right hand sitting desk wing to be attached to above unit charging desk;
- 1 Left hand desk shelf wing equipped with 15-tray unit for 7.5 cm. high by 12.5 cm. wide cards, to be attached to above unit charging desk;
- 1 Rotary charging desk chair for above charging desk 39 inches high. Saddle seat. Reinforced construction;
- 1 Large book truck, 3 shelves high, approximately 42-3/4 inches high, 39 inches long, 14 inches wide. Two swivel and two stationary 5-inch ball bearing rubber tired or Rubwood sheels;
- 1 Book display rack with bulletin board. Pedestal end design. Ends 5-ply construction. Two sloping troughs;
- 6 Windsor adult size library chairs with arms;
- 15 Additional units:
Wall bookcase sections, each approximately 3 feet wide on centers between up-rights, approximately 6 feet 10 inches high, 8 inches deep. Six adjustable and one base shelf high. One corner filler included. For back wall;
- 11 Additional units:
Wall bookcase sections, each approximately 3 feet wide on centers between up-rights, approximately 6 feet 10 inches high, 10 inches deep. Six adjustable and one base shelf high. Minus 1 intermediate upright, plus 3 paneled ends, plus 1 corner filler. For two sides of Librarian's office;
- 25 Additional units:
Wall bookcase sections, each approximately 3 feet wide on centers between up-right, approximately 5 feet 1/2 inch high, 8 inches deep, four adjustable and one base shelf high. Also include 2 extra paneled and finished ends, 3 extra intermediate uprights, and 1 extra initial unit consisting of 2 paneled and finished ends, 1 top, 1 base shelf and four shelves. Above shelving for alcove and running around front wall to front door except space under window occupied by seat;

7 Additional units:

Wall bookcase sections, each approximately 3 feet wide on centers between up-rights. Approximately 6 feet 10 inches high, 8 inches deep. Six adjustable and one base shelf. Plus 2 extra paneled and finished ends. For side wall between Librarian's office and front of building.

All of said furnishings and equipment shall 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 to do and perform all of said work, at and for the following prices, to-wit:

The sum of THREE THOUSAND ONE HUNDRED TEN AND 25/100 DOLLARS (\$3110.25).

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

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of THREE THOUSAND ONE HUNDRED TEN AND 25/100 DOLLARS (\$3110.25). 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, 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 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, 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 material 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 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 Board of Library Trustees 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 said 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 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 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 Workman'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 Board of Library Trustees, 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 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 in this agreement first above written.

THE CITY OF SAN DIEGO.

By VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk

By FRED W. SICK Deputy.

REMINGTON RAND BUSINESS SERVICE
F. W. WENTWORTH Vice Pres.
Contractor

STATE OF CALIFORNIA,)ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this thirtieth day of September in the year One Thousand Nine Hundred and 27 before me, Mary Palmer, a Notary Public in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared F. W. Wentworth known to me to be the vice President respectively of Remington-Rand Business Service Inc., the Corporation described in and that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of the Corporation therein named, and he acknowledged to me that such corporation executed the same.

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

(SEAL) MARY PALMER
Notary Public In and for the City and County of
San Francisco, State of California.
My Commission Expires
Jan. 26, 1930.

I hereby approve the form of the foregoing Contract this 17 day of September, 1927.

JAS. E. O'KEEFE City Attorney
By FRANK M. DOWNER Jr
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract and Bond Remington Rand Business Service. Being Document No. 213084.

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

By Helen M. Willig Deputy.

KNOW ALL MEN BY THESE PRESENTS, That J. A. HUNT 4123 - 44th Street, San Diego, California, as Principal and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND FIVE HUNDRED Dollars (\$4,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of October, 1927.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to Construct a central fire alarm station in Balboa Park, San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

J. A. HUNT
Principal.

ATTEST:
MAE WILLIAMS

THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK
Surety.
By DONALD B. GOLDSMITH Attorney.

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

On this 27th day of October in the year One Thousand Nine Hundred and 27 before me, Helen C. Wallace a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL) HELEN C. WALLACE
Notary Public in and for the County of San Diego,
State of California.
My Commission expires
Mch. 12, 1930.

I hereby approve the form of the within Bond, this 28 day of October, 1927.

JAS. E. O'KEEFE City Attorney.
By FRANK M. DOWNER JR
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 31st day of October, 1927.

(SEAL) ATTEST:
By ALLEN H. WRIGHT City Clerk.
FRED W. SICK Deputy

VIRGILIO BRUSCHI
S. P. McMULLEN
L. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That J. A. HUNT 4123 - 44th Street, San Diego, California, 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, 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 NINE THOUSAND Dollars (\$9000.00), 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 27th day of October, 1927.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named J. A. HUNT 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 of a central fire alarm station in Balboa Park, in accordance with the plans and specifications contained in Document No. 212121 on file in the Office of the City Clerk of The City of San Diego, 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 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:

ATTEST:

MAE WILLIAMS

J. A. HUNT Principal

THE FIDELITY AND CASUALTY COMPANY
OF NEW YORK

Surety.

By DONALD B. GOLDSMITH Attorney.

(SEAL)

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

On this 27th day of October in the year One Thousand Nine Hundred and 27 before me, Helen C. Wallace a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the ATTORNEY of THE FIDELITY and CASUALTY COMPANY OF NEW YORK, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

HELEN C. WALLACE

(SEAL)

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

My Commission expires Mch. 12, 1930.

I hereby approve the form of the within Bond, this 28 day of October, 1927.

JAS. E. O'KEEFE City Attorney.

By FRANK M. DOWNER Jr Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 31st day of October, 1927.

VIRGILIO BRUSCHI

S. P. McMULLEN

L. C. MAIRE

E. H. DOWELL

FRANK W. SEIFERT

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 31st day of October, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and J. A. HUNT Party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The construction of a central fire alarm station in Balboa Park, in the City of San Diego, California, according to the plans and specifications contained in Document No. 212121. on file in the Office of the City Clerk of The City of San Diego.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

The sum of Seventeen Thousand Three Hundred Ninety Nine Dollars and Forty Nine Cents (\$17,399.49);

Add for seven inch cover plates - - - - - \$0.75 per lineal foot

Add for fourteen inch cover plates - - - - - \$1.25 " " "

Said contractor agrees to commence said work within 15 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within _____ days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

The sum of Seventeen Thousand Three Hundred Ninety Nine Dollars and Forty Nine Cents (\$17,399.49);

Add for seven inch cover plates - - - - - \$0.75 per lineal foot

Add for fourteen inch cover plates - - - - - \$1.25 " " "

said payments to be made as follows: The Architect shall, at the end of each fifteen days 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 Architect 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 Architect shall notify the Common Council in writing that this agreement has been fully and acceptably performed, whereupon, 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 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 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 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 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 _____ 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 said 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 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 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 _____, 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 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 hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.
By VIRGILIO BRUSCHI
S. P. McMULLEN
E. C. MAIRE
E. H. DOWELL
FRANK W. SEIFERT
Members of the Common Council.

(SEAL) ATTEST:
ALLEN H. WRIGHT City Clerk.
By FRED W. SICK Deputy

ATTEST: J. A. HUNT Contractor
MAE WILLIAMS

I hereby approve the form of the foregoing Contract this 27 day of October, 1927.
JAS. E. O'KEEFE City Attorney.
By FRANK M. DOWNER, JR.
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract and Bond, J. A. Hunt. Being Document No. 214135.

ALLEN H. WRIGHT
City Clerk of the City of San Diego, California.
By Helen M. Willing Deputy.

MATERIAL AND LABOR BOND
KNOW ALL MEN BY THESE PRESENTS, That CHICAGO BRIDGE & IRON WORKS, a partnership, as Principal, and UNITED STATES GUARANTEE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, 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 Five Thousand Nine Hundred Thirty & No/100 Dollars (\$5,930.00), 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 8th day of September, 1927.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, a certain contract is about to be made and executed 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 therein, and the above named Chicago Bridge & Iron Works, 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 of a 250,000 gallon capacity steel water tank, together with steel tower and concrete foundations, on the Mesa north of the San Diego River; In accordance with the plans and 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 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:

GEORGE T. HORTON,
MERLE J. TREES AND
HORACE B. HORTON

A Co-Partnership doing business under the firm name of
CHICAGO BRIDGE & IRON WORKS

By GEORGE T. HORTON

Member of Firm

Principal

UNITED STATES GUARANTEE COMPANY

Surety

By WALTER L. KRAECKMANN

Attorney in Fact

and E. KILBERG

Attorney in Fact

E. S. NELSON

I hereby approve the form of the within Bond, this 16 day of September, 1927.

JAS. E. O'KEEFE City Attorney.

By FRANK M. DOWNER, JR

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 September, 1927.

S. P. McMULLEN

L. C. MAIRE

FRANK W. SEIFERT

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk.

By FRED W. SICK Deputy.

KNOW ALL MEN BY THESE PRESENTS, That CHICAGO BRIDGE AND IRON WORKS, as Principal and UNITED STATES GUARANTEE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two Thousand Nine Hundred Sixty Five and No/100 Dollars (\$2,965.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of September, 1927.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a 250,000 gallon capacity steel water tank, together with steel tower and concrete foundations, on the Mesa north of the San Diego River; 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.

GEORGE T. HORTON
MERLE J. TREES AND
HORACE B. HORTON

ATTEST:

EMILY F. MORRISON

Witness

A Co-Partnership doing business under the firm name of
CHICAGO BRIDGE & IRON WORKS

By GEORGE T. HORTON Member of Firm

UNITED STATES GUARANTEE COMPANY

Surety

(SEAL) ATTEST:

E. S. NELSON

I hereby approve the form of the within Bond, this 16 day of September, 1927.

JAS. E. O'KEEFE City Attorney.

By FRANK M. DOWNER, JR

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 September, 1927.

S. P. McMULLEN

L. C. MAIRE

FRANK W. SEIFERT.

Members of the Common Council.

(SEAL) ATTEST:

By ALLEN H. WRIGHT City Clerk.

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 September, 1927, by and between THE CITY OF SAN DIEGO, a municipal corporation,

corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CHICAGO BRIDGE & IRON WORKS, a partnership party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The construction of a 250,000 gallon capacity steel water tank, together with steel tower and concrete foundations, on the Mesa north of the San Diego River; the said tank and tower to be seventy-five (75) feet from ground to overflow, and to include the following:

1. Complete erection of tank and tower by contractor's skilled crews; (or mechanics);
2. Conical roof of copper bearing steel 3/16" in thickness;
3. Revolving Ladder on roof and side of tank;
4. Fixed Ladder inside of tank and on one tower post to ground;
5. Stub overflow at top of tank;
6. Hatchway in roof;
7. All steel balcony with double truss hand railing;
8. All steel tell-tale indicator and target;
9. Brass lined expansion joint in tank bottom for connecting riser pipe; said expansion joint to be _____ inches in size;
10. One shop coat and one field coat of Standard Graphite paint;
11. Foundation plans;
12. Foundations and concrete footings;
13. Anchor bolts and plates, delivered f.o.b. cars San Diego, via L.C.L. freight;
14. All freight, unloading and hauling charges;

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 and furnish all of the said materials at and for the following prices, to-wit:

Complete elevated tower and tank - for the sum of Nine thousand four hundred seventy-five dollars (\$9,475.00);

Concrete footings and foundations - for the sum of twenty-two and 70/100 dollars (\$22.70) per cubic yard.

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 five (5) months from and after the date of the execution of said contract; provided that any delays caused by said City, or other agencies beyond the control of the said contractor shall cause an extension of time to be granted for completion of said work equal to such delay.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

For the complete elevated tower and tank, the sum of Nine thousand, four hundred and seventy-five dollars (\$9,475.00);

For the concrete footings and foundations, the sum of twenty-two and 70/100 dollars (\$22.70) per cubic yard; 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.

Upon completion of the erection, the structure will be tested by filling the tank with water furnished by said City, and the contractor hereby agrees to repair any leaks or other defects which may appear, so as to leave the tank in absolutely first-class and water-tight condition.

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 of said City 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, 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 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 in the performance

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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 said 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 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 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 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 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 attached by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

S. P. McMULLEN

L. C. MAIRE

FRANK W. SEIFERT

Members of the Common Council.

(SEAL) ATTEST:

ALLEN H. WRIGHT City Clerk.

By FRED W. SICK Deputy

GEORGE T. HORTON,

MERLE J. TREES AND

HORACE B. HORTON

ATTEST: EMILY F. MORRISON
Witness

A Co-Partnership doing business under the Firm name of
CHICAGO BRIDGE & IRON WORKS

Contractor.

By GEORGE T. HORTON Member of Firm

I hereby approve the form of the foregoing Contract this 26 day of August, 1927.

By FRANK M. DOWNER JR

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Chicago Bridge and Iron Works. Itemized account and drawings attached to original contract only. Being Document No. 212338.

ALLEN H. WRIGHT

City Clerk of the City of San Diego, California.

By Helen M. Wilbig Deputy.

End Book #5

